

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»

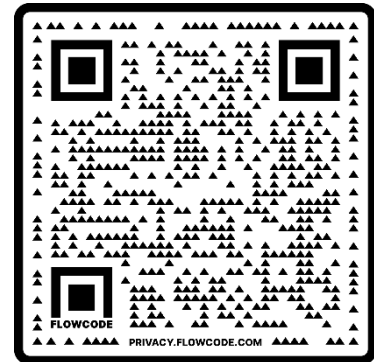
# How to Get Started



LegalEASE makes it simple and easy to get legal and financial help. With the most comprehensive legal and financial benefits, a member advocate center available 7AM-7PM CST, and online resources available 24/7, LegalEASE has you covered. Plan members get access to a national network of attorneys with experience and expertise in all personal legal matters, in addition to financial advisors ready to assist with debt, savings, and personal finance. Register your membership at [legalcorner.legaleaseplan.com](http://legalcorner.legaleaseplan.com) and get started today!

## It's Easy to Get Started!

- Step 1: Visit [legalcorner.legaleaseplan.com/user/register](http://legalcorner.legaleaseplan.com/user/register) to create your account.
- Step 2: Receive instructions sent to your email address to confirm your newly created online account, set a password, and verify your membership.
- Step 3: Log-in at [legalcorner.legaleaseplan.com](http://legalcorner.legaleaseplan.com) to access your additional online resources and benefits.



SCAN HERE TO  
REGISTER YOUR  
LEGAL EASE ACCOUNT

## Ready to use your benefits? Go Online or give us a call!



LAMP™ – LegalEASE Attorney Matching Portal: LAMP offers members an online, enhanced member experience available 24 hours a day, 7 days a week. Register your account with just a few clicks, and connect with a network attorney ready to review and discuss your legal matter within a matter of hours.



Advocate Compatibility Matching Services: The VIP experience. Contact our Member Advocate Team and work with a dedicated legal expert who is experienced in connecting you with the right attorney. No searching, no stress. The right help when it matters most.

**Contact Member Services: 1-888-416-4313 | 7AM-7PM CST Mon-Fri**

# 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:** Samsung Semiconductor, Inc. (SSI)

**POLICYHOLDER ADDRESS:** 85 Challenger Road  
Ridgefield Park, NJ 07660

**POLICY NO.** 2200369

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

**MEMBER ADDRESS:** «ADDRESS» «Address\_2» «CITY», «STATE» «Zip\_Code»

**EFFECTIVE DATE:** «Start\_Date», 12:01 a.m. Standard Time at the  
Policyholder's address.

**PREMIUM:** \$14.64

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 the state as noted in Policyholder Address above, and shall be governed by the laws thereof.

  
Secretary

  
President

## TABLE OF CONTENTS

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- 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>		
• Legal Services for any non-excluded legal matter not specifically covered in the Schedule of Benefits up to 10 hours per year	Paid in Full	\$60/hour
• 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	\$300
• Construction, Renovation and Home Repair Dispute	Paid in Full	\$895
• Mail Order or Internet Purchase Dispute	Paid in Full	\$300
• Bank Fee Dispute	Paid in Full	\$300
• First-time Vehicle Buyer	Paid in Full	\$300
• Vehicle Repair and Lemon Law Litigation	Paid in Full	\$300
• Cell Phone Contract Dispute		
Contract review up to 6 pages	Paid in Full	\$300
Representation	Paid in Full	\$300
• Personal Property Protection	Paid in Full	\$300
• Warranty Dispute		
Warranty review up to 5 pages	Paid in Full	\$300
Representation	Paid in Full	\$300
• Health Care Coverage Dispute and Records		
Office consultation up to 5 hours	Paid in Full	\$300
Review of Health Care Policy	Paid in Full	\$300
Review/preparation of document up to 6 pages	Paid in Full	\$300

<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
• Revocable or Irrevocable Living Trust Document	Paid in Full	\$310
• Funeral Directive	Paid in Full	\$55
• Hospital Visitation Authorization	Paid in Full	\$55
• Probate of Small Estate	Paid in Full subject to Managed Case Rules*	\$1,275 maximum subject to Managed Case Rules
• Medicare/Medicaid/Social Security Proceeding	Paid in Full	\$850
• Social Security Administration Benefit Appeal	Paid in Full	\$850
• Veterans Benefits Appeal	Paid in Full	\$720

<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
• Elder Law Matters	Paid in Full	\$425

<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
• First Time Home-Buyer	Paid in Full	\$425
• Vacation or Investment Home Purchase/Sale/Refinancing	Paid in Full	\$425
• Home Equity Loan Assistance	Paid in Full	\$360
• Property Tax Assessment	Paid in Full	\$360
• Tenant Dispute	Paid in Full subject to Managed Case Rules*	\$1,700 maximum subject to Managed Case Rules*
• Tenant Security Deposit Dispute	Paid in Full	\$850
• Landlord Dispute with Tenant Pre-litigation activities	Paid in Full up to 10 hours	\$595
• Trial Representation	Paid in Full up to 10 hours	\$595
• Security Deposit Dispute with Tenant	Paid in Full up to 10 hours	\$595
• Construction Defect Dispute	Paid in Full	\$425
• Neighbor Dispute	Paid in Full	\$765
• Noise Reduction Dispute	Paid in Full	\$765
• Boundary or Title Dispute	Paid in Full	\$595
• Zoning Application	Paid in Full	\$595

<b>Financial Matters</b>		
• Debt Collection Defense Pre-litigation Defense activities Trial Defense	Paid in Full	\$425
	Paid in Full	\$850
• Garnishment Defense	Paid in Full	\$850
• Bankruptcy (Chapter 7 or 13)	Paid in Full	\$935
• Foreclosure	Paid in Full	\$680
• Tax Audit	Paid in Full	\$1,700 maximum subject to Managed Case Rules*
• Tax Defense	Paid in Full	\$850
• Student Loan Refinancing/Collection Defense	Paid in Full up to 7 hours	\$420
• Repossession Defense	Paid in Full	\$850

<b>Family Matters</b>		
• Separation, Divorce, Civil Annulment Uncontested Separation or Civil Annulment Consent/default Divorce Uncontested Divorce Contested Divorce, as defined	Paid in Full	\$595
	Paid in Full	\$595
	Paid in Full	\$595
	Paid in Full up to 28.5 hours	\$1,700 maximum subject to Managed Case Rules*
• Post-Divorce Proceedings, as defined	Paid in Full up to 28.5 hours	\$1,700 maximum subject to Managed Case Rules*
• Domestic Partnership Agreement	Paid in Full	\$320
• Prenuptial Agreement	Paid in Full	\$680
• Name Change	Paid in Full	\$255
• Gender Identifier Change	Paid in Full	\$240
• Egg/Sperm/Embryo Donation Agreement	Paid in Full	\$480
• Guardianship/Conservatorship	Uncontested: Paid in Full	\$365
	Contested: Paid in Full	\$765
• Governmental Agency Adoption	Uncontested: Paid in Full	\$365
	Contested: Paid in Full	\$765
• Stepparent Adoption	Uncontested: Paid in Full	\$365
	Contested: Paid in Full	\$765
• Pre-Birth/Post-Birth Parentage Order	Paid in Full	\$320
• Protection from Domestic Violence	Paid in Full	\$595
• Juvenile Court Proceeding	Paid in Full	\$470
• School Administrative Proceeding	Paid in Full	\$425
• Immigration Assistance	Paid in Full up to 10 hours	\$595
• Parental Responsibility Matters	Paid in Full	\$595

<b>Civil Matters</b>		
• Civil Litigation Defense	Paid in Full subject to Managed Case Rules*	\$1,700 maximum subject to Managed Case Rules*
• Incompetency Defense	Paid in Full subject to Managed Case Rules*	\$1,700 maximum subject to Managed Case Rules*

• Administrative Hearing Representation	Paid in Full 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	Paid in Full	\$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	Paid in Full subject to Managed Case Rules*	\$1,700 maximum subject to Managed Case Rules*
• DUI/DWI Defense	Paid in Full subject to Managed Case Rules*	\$1,700 maximum subject to Managed Case Rules*

#### \* Managed Case Rules

In cases requiring more attorney time than covered by the standard Participating Attorney maximum fee, Managed Case Rules may be used to approve additional coverage beyond the standard Participating Attorney maximum fees. Managed Case Rules are also used to ensure that Non-Participating Attorney fees are reasonable and customary. Managed Case Rules provide protection for You by limiting or preventing additional charges that You 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. You should contact the Member Service Center prior to proceeding with an attorney. If You understand from the attorney that there may be additional charges beyond the covered charges under the Policy, call the Member Service Center. If You do not contact the Member Service Center prior to proceeding with the attorney, then You 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 their 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 Your responsibility.

## **DEFINITIONS**

“CERTIFICATE OF COVERAGE” means the Certificate of Coverage issued to You.

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

“COMPLEX WILL” - means a will for an individual who:

- (a) has a significant net worth and will benefit from tax planning; or
- (b) the estate is subject to current state or federal estate taxation; or

- (c) owns a business that will continue in operation after death; or
- (d) wants to put restrictions on what heirs may do with the property; or
- (e) wants to leave money to someone in a trust because the person cannot manage their own affairs (such as an intellectually disabled child); or
- (f) 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
- (g) thinks that someone will challenge the will; or wants to exclude any lawful dependents.

**“CONTESTED DIVORCE”** - refers to a divorce proceeding that:

- (a) requires more than 5 hours of attorney time; and
- (b) involves disputed issues; and
- (c) both parties are represented by an attorney.

**“COVERED FAMILY MEMBER”** - means:

- (a) Your Covered Spouse and
- (b) Your and Covered Spouse's unmarried or unpartnered dependent children, including:
  - (1) stepchildren
  - (2) legally adopted children
  - (3) children placed in the home for adoption
  - (4) foster children
  - (5) up to age 26

**“COVERED SPOUSE”** - means Your husband/wife as well as their 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 they are unable to do so themselves.

**“EFFECTIVE DATE”** - means the date Your coverage hereunder begins.

**“ELIGIBLE PARENT”** - means the parents of the Member or Covered Spouse who are living in Your home, regardless of age, and includes, biological parents, step-parents and adoptive parents.

**“HEALTH CARE COVERAGE”** - means Your coverage under any health care or health insurance policy. It also means 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 themselves.

**“INTERNET PURCHASE”** - A purchase of goods or services whose cost is over \$200.00 at the time You purchase from a website on the Surface Web.

**“LEGAL PLAN ADMINISTRATOR”** - LegalEASE

- (a) its affiliates, officers, directors, employees, and/or
- (b) agents, including third party organizations and their affiliates, officers, directors, employees, and/or
- (c) 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. This document only takes effect when the individual becomes incapacitated and can no longer express their 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 their 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 You in making full use of the coverage.

**“NEIGHBOR”** - A person whose residence is located on a property that directly abuts the property on which Your residence is located.

**“NON-PARTICIPATING ATTORNEY”** - means an attorney

(a) not contracted by the Legal Plan Administrator

(b) who is selected and paid by You

to provide covered legal services.

Covered legal services are provided up to the maximum amount shown under the Non-Participating Attorney column of the Schedule.

**“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. Covered legal services are provided up to the amount shown under the Participating Attorney column of the Schedule.

**“PERSONAL PROPERTY”** - means any property that is not Real Property and which does not produce income.

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

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

**“PRIMARY RESIDENCE”** - means where an individual has resided or intends to reside for fifty-two (52) weeks or more per year.

**“REAL PROPERTY”** - means land and all permanent structures attached thereto.

**“SURFACE WEB”** - means the portion of the World Wide Web that is readily available to the general public and searchable via standard web search engines.

**“WAITING PERIOD”** - means the period after the Effective Date during which certain benefits as shown in the Schedule 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.

**“YOU” AND “YOUR”** - means Member.

## **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 You and all Covered Family Members, except as specifically noted below. The following Covered Services are provided when a Participating Attorney is used. The Schedule chart shows the reimbursement schedule when a Non-Participating Attorney is used.

### **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 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:

- (a) attorney review;
- (b) verbal explanations of the meaning or impact of any form or document; or
- (c) suggestions for changes to a form or proposed document being drafted of up to the maximum number of pages as shown in the Schedule.

This benefit does not include a written analysis of any form or document.

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**Miscellaneous Law Office Services**

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

This benefit will cover any legal services to:

- (a) review and/or prepare documents; or
- (b) any other service required on any legal matters not listed as a Covered Service or Exclusion.

*This benefit is limited to the maximum number of hours shown on the Schedule per year .*

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

This benefit will cover any legal services to:

- (a) review and/or prepare documents; or
- (b) 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 beyond the limits of coverage.

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**Consumer Matters**

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**Document Preparation:**

Preparation of any of the following documents:

- (a) Simple Deed (excluding those reviewed or prepared under the real estate benefit)
- (b) Promissory Note
- (c) Consumer Dispute Correspondence
- (d) Installment Sales Agreement
- (e) Simple Affidavit
- (f) General Power of Attorney
- (g) Lease Agreement (for You/Covered Family Member as a tenant only)
- (h) Time Share Agreement

**Consumer Dispute:**

Consultation or representation in a dispute relating to consumer goods and services (not directly or indirectly related to

- (a) real estate construction or renovation; or
- (b) landlord/tenant disputes).

*This benefit is limited to one use(s) 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(s) per year.*

**Construction/Renovation/Home Repair Dispute:**

Consultation or representation in a dispute involving consumer goods or services related to:

- (a) construction or
- (b) renovation or
- (c) home repairs

that occurred on the premises of the Your Primary Residence.

This benefit does not apply to consumer goods and services that are directly or indirectly related to a landlord/tenant dispute.

**Mail Order or Internet Purchase Dispute:**

The services of an attorney to review the nature of any:

- (a) mail order or
- (b) Surface Web Internet Purchase

dispute involving the purchaser prior to the commencement of litigation.

This service includes:

- (a) the consultation with the attorney and
- (b) review and/or preparation of purchase documents and/or dispute letters.

If litigation is commenced in this matter, the benefit will cover up to the maximum shown on the Schedule.

**Bank Fee Dispute:**

The services of an attorney to review the nature of any (non-business related) bank fee dispute between the Member and their bank prior to the commencement of litigation. This service includes:

- (a) the consultation with the attorney; and
- (b) review and/or preparation of purchase documents and/or dispute letters.

If litigation is commenced in this matter, the benefit will cover up to the maximum shown on the Schedule.

**First-time Vehicle Buyer:**

The services of an attorney for the purchase of a first vehicle. This service includes:

- (a) the consultation with the attorney at or before closing and/or
- (b) review and/or preparation of purchase and finance documents.

*This benefit is limited to one vehicle purchase(s) per year and must be the first vehicle purchase of the Member/Covered Family Member.*

**Vehicle Repair and Lemon Law Litigation:**

Services related to the representation of a Member who is entitled under the applicable state "lemon" law to bring a civil lawsuit (non-business related), up to and including the trial thereof related to a defective car as defined in the applicable state law. This benefit does not apply to:

- (a) any lawsuit related to matters that are not specifically listed under the provisions of the applicable state fraud laws;
- (b) lawsuits normally handled on a contingent fee basis;
- (c) any action for or defense against a collection or related matter; or
- (d) matters for which You have or are required by law to have insurance.

**Cell Phone Contract Dispute:**

Review of the cell phone contract where the attorney will:

- (a) verbally explain the meaning or impact of any form or document, or
  - (b) make suggestions for changes to a form or document being drafted,
- of up to maximum number of pages shown on the Schedule.

In the event of a dispute over the terms of the agreement between the cell phone company and You, this benefit provides for representation in a dispute relating to the cell phone contract only if You have been sued or named in a small claims court action. This service covers:

- (a) counseling on prosecuting a small claims court action;
- (b) helping You prepare documents;
- (c) advising on evidence, documentation and witnesses; and
- (d) preparing You for trial.

The service does not include:

- (a) the attorney's attendance or representation at a small claims trial,
- (b) collection activities after a judgment or
- (c) any services relating to post-judgment actions.

**Personal Property Protection:**

Services cover counseling over the phone or in the office on any Personal Property issue, including:

- (a) consumer credit reports;
- (b) contracts for the purchase of Personal Property;
- (c) consumer credit agreements;
- (d) installment sales agreements; or
- (e) pursuing or defending small claims actions.

The benefit includes:

- (a) reviewing personal legal documents and
- (b) preparing promissory notes, affidavits and demand letters.

**Warranty Dispute:**

Review of the warranty policy or service contract where the attorney will:

- (a) verbally explain the meaning or impact of any form or document, or
- (b) make suggestions for changes to a form or document being drafted, up to the maximum number of pages shown on the Schedule.

In the event of a dispute over the terms of the agreement between the warranty company and You, this benefit provides representation in a dispute relating to the warranty or service contract only if You have been sued or named in a small claims court action. This service covers:

- (a) counseling on prosecuting a small claims court action;
- (b) helping You prepare documents;
- (c) advising on evidence, documentation and witnesses; and
- (d) preparing You for trial.

The service does not include:

- (a) the attorney's attendance or representation at a small claims trial;
- (b) collection activities after a judgment; or
- (c) any services relating to post-judgment actions.

#### **Health Care Coverage Dispute and Records:**

Up to the maximum as shown in the Schedule for office consultations with an attorney on any Health Care Coverage dispute, civil or criminal, involving:

- (a) coverage,
- (b) benefits, or
- (c) privacy matter

that arose while the health care or health insurance policy was in effect (as defined by the terms of that health care or health insurance policy). For a definition of Health Care Coverage, please see the Definitions section.

This benefit is designed to help You understand:

- (a) health care law provisions and coverages based on the federal and/or state version of this law AAPACA, and
- (b) to prepare a bona fide defense to any denials in coverage valued at more than \$1,000.00 in covered medical services under the policy in dispute.

This benefit is not intended to provide representation in litigation and does not include:

- (a) collection defense or
- (b) other actions

related to medical bills or payments.

This benefit also includes:

- (a) the review of simple health care policy coverage documents and
- (b) the attorney will verbally explain the meaning or impact of any policy or related document, or
- (c) make suggestions for dispute letters or documents being drafted, of up to the maximum number of pages as shown in the Schedule.

This benefit does not include a written analysis or explanation of any form or document.

This benefit does include the preparation of any of the following documents, up to the maximum number of pages shown on the Schedule:

- (a) policyholder dispute correspondence, and
- (b) simple affidavit.

Partial documents cannot be reviewed or prepared, and if the document other than the actual health care coverage policy is more than the maximum number of pages shown in the Schedule, the benefit does not apply.

## **Estate Planning**

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#### **Will Preparation:**

Attorney shall:

- (a) prepare a will or codicil and
- (b) discuss the legal requirements for signing the will.

#### **Complex Will Preparation:**

Attorney shall prepare a Complex Will or codicil.

#### **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.

**Revocable or Irrevocable Living Trust Document:**

Preparation of a revocable or irrevocable living trust for You and/or Covered Family Member. This benefit does not include services related to transactions to fund the trust or transfer assets into it. This benefit does not include tax planning or tax advice. *This benefit applies to the Member and Covered Spouse only.*

**Funeral Directive:**

Preparation of a funeral directive for the Member/Covered Family Member.

**Hospital Visitation Authorization:**

Preparation of a hospital visitation authorization for Member/Covered Family Member.

**Probate of Small Estate:**

The service of an attorney for the probate of a small estate up to the maximum as shown on the Schedule. The estate must not be subject to current state or federal estate taxation.

**Medicare/Medicaid/Social Security Proceeding:**

This benefit will cover review or help with preparation of documents prior to Your and/or Covered Family Member representation in any federal or state:

- (a) Medicare;
- (b) Medicaid; or
- (c) Social Security

administrative proceeding including matters related to Your or Covered Spouse's elder parent(s), provided the elder parent's interest is not in conflict with Your/Covered Spouse's interest.

This benefit does not cover:

- (a) any matter that falls outside the jurisdiction of the Office of Medicare Hearings and Appeals,
- (b) state office assigned to oversee Medicaid fair hearings, or
- (c) Social Security administration.

This benefit does not cover:

- (a) attendance or
- (b) representation

by the attorney at or prior to any administrative hearing or appearance.

This benefit applies to consultation or representation in a dispute relating to any such administrative proceeding and is covered up to the maximum shown in the Schedule. Consultation and/or preparation and assistance for any proceeding filed in court is also covered. You will be responsible for all fees incurred for representation needed after the maximum shown on the Schedule.

This benefit does not cover Your/Covered Spouse's elder parents if neither You nor the Covered Spouse are named in any dispute, proceeding or litigation.

**Social Security Administration Benefit Appeal:**

Up to the maximum as shown in the Schedule for office consultations on any:

- (a) appeal to the Social Security Administration of denied social security benefits or
- (b) supplemental security income (SSI).

This benefit is designed to help prepare an appeal to any denials valued at more than \$1,000.00 in social security benefits or SSI under the policy in dispute.

This benefit is not intended to provide:

- (a) representation in litigation;
- (b) collection defense or
- (c) other actions related to social security benefits or SSI.

This benefit also includes:

- (a) the review of simple Social Security Administration documents and

- (b) verbal explanations of the meaning or impact of any policy or related documents, and
  - (c) suggestions for appeal letters or documents being drafted,
- of up to the maximum number of pages as shown in the Schedule.

This benefit does not include a written analysis or explanation of any form or document and the preparation of any of the following documents, up to the maximum number of pages shown on the Schedule:

- (a) appeal correspondence and
- (b) simple affidavit.

Partial documents cannot be reviewed or prepared, and if the document other than the actual decision document from the Social Security Administration is more than the maximum number of pages shown in the Schedule, the benefit does not apply.

Nothing in this benefit will pay or create any obligation to pay any social security benefits or SSI to any person for any reason. Any coverage related to this benefit must be related to an appeal of a denial of social security benefits.

**Veterans Benefits Appeal:**

This benefit includes legal services for You in an administrative proceeding or appeal for denied Veterans benefits.

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**Elder Matters**

**Elder Parent Will Preparation:**

Preparation of a Simple Will(s) for the Eligible Parent(s). The attorney will:

- (a) prepare the document and
- (b) discuss the legal requirements for signing the will.

This benefit does not cover Complex Wills. For a definition of Complex Wills, please see the Definitions section.

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

Preparation of a Living Will(s)/Health Care or Advance Directive(s) for the Eligible Parent(s) at no charge. For a definition of Living Will(s)/Health Care or Advance Directive(s), please see the Definitions section. The attorney will:

- (a) prepare the document(s) as authorized by state law and
- (b) discuss the legal requirements for signing the Living Will/Health Care or Advance Directive.

The titles of the above documents may vary by state.

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

Preparation of a Durable Financial Power of Attorney(s) for the Eligible Parent(s) at the co-pay rate shown in the Schedule. For a definition of Durable Financial Power of Attorney(s), please see the Definitions section. The attorney will:

- (a) prepare the document(s) as authorized by state law and
- (b) discuss the legal requirements for signing the Durable Financial Power of Attorney.

The titles of the above documents may vary by state.

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

Preparation of a Health Care or Medical Power of Attorney(s) for the Eligible Parent(s) at the co-pay rate shown in the Schedule. For a definition of Health Care or Medical Power of Attorney(s), please see the Definitions section. The attorney will:

- (a) prepare the document(s) as authorized by state law and
- (b) discuss the legal requirements for signing the Health Care or Medical Power of Attorney.

The titles of the above documents may vary by state.

**Elder Law Matters:**

This service covers counseling You over the phone or in the office on any personal issues relating to the Eligible Parents as they affect You. This benefit includes reviewing documents of the Eligible Parents to advise You of the legal effect on You. The documents include:

- (a) Medicare or Medicaid materials,
- (b) prescription plans,
- (c) leases,
- (d) nursing home agreements,
- (e) powers of attorney,

- (f) living wills and
- (g) wills.

The benefit also includes:

- (a) preparing deeds involving the Eligible Parents when You and/or Covered Spouse is either the grantor or grantee; and
- (b) preparing promissory notes involving the parents when You and/or Covered Spouse is either the payor or payee.

## **Residential Matters**

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

The services of an attorney for the sale, purchase or refinancing of a Primary Residence. This service includes:

- (a) the review and/or preparation of closing documents and/or
- (b) attendance by the attorney at closing in situations when it is customary for the attorney to do so.

This benefit does not include services:

- (a) performed by or for a title company, or
- (b) 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.

### **First-time Home Buyer:**

The services of an attorney for the purchase of a first Primary Residence. This service includes:

- (a) the review and/or preparation of closing documents and/or
- (b) attendance by the attorney at closing in situations when it is customary for the attorney to do so.

This benefit does not include:

- (a) services performed by or for a title company, or
- (b) for an attorney acting on behalf of a lending institution.

Home equity loans and the purchase of unimproved or rental properties are not included.

### **Vacation or Investment Home Purchase, Sale or Refinancing:**

The services of an attorney for the:

- (a) purchase,
- (b) sale, or
- (c) refinancing

of a vacation or investment residence which is not the Primary Residence.

This service includes:

- (a) the review and/or preparation of closing documents and/or
- (b) attendance by the attorney at closing in situations when it is customary for the attorney to do so.

This benefit does not include:

- (a) services performed by or for a title company, or
- (b) for an attorney acting on behalf of a lending institution.

Home equity loans and the sale or purchase of unimproved properties are not included.

### **Home Equity Loan Assistance for Primary Residence:**

The services of an attorney for the review and/or preparation of a home equity loan on a Primary Residence, or second or vacation home. This benefit does not include:

- (a) services performed by or for a title company, or
- (b) for an attorney acting on behalf of a lending institution.

### **Property Tax Assessment:**

The services of an attorney for review and advice on a property tax assessment on a Primary Residence. This benefit includes:

- (a) filing the paperwork,
- (b) gathering the evidence,
- (c) negotiating a settlement, and
- (d) attending the hearing necessary to seek a reduction of the assessment.

### **Tenant Dispute:**

Representation of You as a tenant in a dispute with their landlord. This benefit does not include representation for a tenant in a dispute with other tenants or for a tenant acting in their capacity as sublessee or sublessor.

**Tenant Security Deposit Dispute:**

The services of an attorney to assist You as a tenant in:

- (a) recovering a security deposit from the residential landlord for the Primary Residence;
- (b) reviewing the lease and other relevant documents; and
- (c) preparing a demand letter to the landlord for the return of the deposit.

This benefit covers:

- (a) preparation for prosecuting a small claims action;
- (b) helping prepare documents;
- (c) advising on evidence, documentation and witnesses; and
- (d) preparing the Member for the small claims trial.

The service does not include:

- (a) the attorney's attendance or representation at the small claims trial,
- (b) collection activities after a judgment or
- (c) any services relating to post-judgment actions.

**Landlord Dispute with Tenant:**

This benefit covers You where You are a landlord, but where Your regular business or livelihood is that other than a landlord, for matters involving:

- (a) evictions,
- (b) leases, or
- (c) disputes

with a residential tenant. The service includes advice and representation if a lawsuit is filed up to the maximum shown on the Schedule.

This benefit does not include representation for a tenant in disputes with other tenants or for a tenant acting in their capacity as sublessee or sublessor. If a lawsuit is required in order for the landlord to recover their damages, then representation will be provided up to the maximum shown in the Schedule and You will be responsible for paying all fees for any additional services required.

**Security Deposit Dispute with Tenant:**

This benefit covers You where You are a landlord, but where Your regular business or livelihood is that other than a landlord, in:

- (a) defending against the recovery of a security deposit from Your residential tenant for any residence owned and leased by You;
- (b) reviewing the lease and other relevant documents; and
- (c) preparing a letter to the tenant specifying what part of the deposit, if any, will not be returned.

It also covers assisting You in:

- (a) defending a small claims action;
- (b) helping prepare documents;
- (c) advising on evidence, documentation and witnesses; and
- (d) preparing You for the small claims trial.

The service does not include:

- (a) the attorney's attendance or representation at the small claims trial,
- (b) collection activities after a judgment or
- (c) any services relating to post-judgment actions.

**Construction Defect Dispute:**

The services of an attorney in a dispute relating to a defect or damage caused by the construction of Your new Primary Residence, purchased within the past five (5) years up to the maximum shown in the Schedule.

**Neighbor Dispute:**

The services of an attorney in a dispute relating to Your Neighbor up to the maximum shown in the Schedule. For a definition of Neighbor, please see the Definitions section. Advice and/or preparation and assistance for a dispute filed in court is covered, although representation in small claims court is not covered.

**Noise Reduction Dispute:**

The services of an attorney in a dispute relating to Your enjoyment of Your residence, where any activity related to noise affecting Your enjoyment of Your home is prohibited by:

- (a) federal,
- (b) state or
- (c) local law,

up to the maximum shown in the Schedule. Advice and/or preparation and assistance for a dispute filed in court is also covered, although representation in small claims court is not covered.

**Boundary or Title Dispute:**

Services needed to negotiate and/or litigate matters arising from boundary or Real Property title disputes involving:

- (a) Your Primary Residence and
- (b) where coverage is not available under Your homeowner or title insurance policies.

This benefit includes filing to remove a mechanic's lien.

This benefit does not include boundary or title issues related to business assets or property.

This benefit does not include boundary or title issues arising from the assertion of Eminent Domain.

**Zoning Application:**

Services needed to negotiate and/or litigate the change of zoning or variance for Your Primary Residence. This benefit applies to You as a named plaintiff or defendant.

This benefit includes:

- (a) research and review of the law,
- (b) surveys,
- (c) advising You,
- (d) preparing applications, and
- (e) preparing for and attending the hearing.

This benefit does not include:

- (a) zoning or
  - (b) variance issues
- related to business assets or property.

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**Financial Matters**

**Debt Collection Defense:**

The defense of any dispute involving personal (non-business related) debt. This benefit includes:

- (a) correspondence,
- (b) negotiating with creditors to arrange a repayment schedule,
- (c) assistance in limiting harassment by bill collectors, and
- (d) negotiating settlement after a complaint is filed.

This service does not include:

- (a) defense against execution of a court-ordered judgment or
- (b) efforts to vacate or set aside a judgment.

**Garnishment Defense:**

The defense of any dispute involving wage or earnings garnishment to collect on a court-ordered judgment related to personal (non-business related) goods or services. This benefit includes:

- (a) correspondence,
- (b) negotiating with the court or opposing party to arrange a repayment schedule,
- (c) assistance in limiting harassment by bill collectors,
- (d) negotiating settlement after a complaint is filed, and
- (e) representation at trial, if necessary.

This service does not include efforts to vacate or set aside a judgment.

This service does not include:

- (a) counter, cross or third-party claims;
- (b) bankruptcy;
- (c) any action arising out of family law matters, including support and post-decree matters; or
- (d) any matter where the creditor is affiliated with the Policyholder.

**Bankruptcy:**

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

**Foreclosure:**

Defense of the Member in an action to foreclose on Your Primary Residence.

**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
- (b) the defense of civil tax litigation in any tax court.

**Tax Defense:**

The defense of any dispute involving the collection of personal (non-business related) debt by a state or federal tax agency. This benefit includes:

- (a) correspondence,
- (b) negotiating with the creditor tax agency to arrange a repayment schedule,
- (c) assistance in limiting harassment by bill collectors,
- (d) negotiating settlement after a complaint is filed, and
- (e) representation at trial, if necessary.

This service does not include:

- (a) defense against execution of a court-ordered judgment or
- (b) efforts to vacate or set aside a judgment.

This service does not include:

- (a) counter, cross or third-party claims;
- (b) bankruptcy;
- (c) any action arising out of family law matters, including support and post-decree matters; or
- (d) any matter where the creditor is affiliated with the Policyholder.

**Student Loan Refinancing/Collection Defense:**

The services of an attorney up to the maximum shown in the Schedule for a student loan refinancing or collection dispute proceeding. This benefit includes:

- (a) negotiation with creditors for a repayment schedule and to limit creditor harassment, and
- (b) representation in defense of any action for
  - (1) personal debt collection,
  - (2) tax agency debt collection,
  - (3) foreclosure,
  - (4) repossession or
  - (5) garnishment,

all related to one or more school loans up to and including trial if necessary.

This benefit does not include:

- (a) vacating a judgment;
- (b) counter, cross or third-party claims;
- (c) bankruptcy, any action arising out of family law matters, including support and post decree issues; or
- (d) any matter where the creditor is affiliated with the sponsor or employer.

**Repossession Defense:**

The defense of any dispute involving the repossession of personal (non-business related) property by a private (non-governmental) party. This benefit includes:

- (a) correspondence,
- (b) negotiating with the opposing party to arrange a repayment schedule,
- (c) assistance in limiting harassment by bill or property repossession collectors,
- (d) negotiating settlement after a complaint is filed, and
- (e) representation at trial, if necessary.

This service does not include:

- (a) defense against execution of a court-ordered judgment or
- (b) efforts to vacate or set aside a judgment.

This service does not include: counter, cross or third-party claims; bankruptcy; any action arising out of family law matters, including support and post-decree matters; or any matter where the creditor is affiliated with the Policyholder.

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**Family Matters**

**Separation, Divorce, Civil Annulment:**

Legal representation of You for up to the maximum shown on the Schedule in an uncontested separation or civil annulment; consent or default divorce, uncontested divorce or Contested Divorce. An uncontested separation, divorce or civil annulment does not involve significant disputed issues and the parties resolve any issues prior to any court supervised proceeding. A consent or default divorce does not involve any disputed issues and the opposing party is not represented by counsel.

The benefit for uncontested matters does not provide any coverage of an attorney's fee for: (a) services in excess of the maximum shown on the Schedule; the Member must pay the attorney's fee for services in excess of the maximum; or (b) contested matters in which case the Member must pay the attorney's fee for services, unless the coverage includes contested matters and the benefit shall be in accordance with the Schedule . A contested separation, divorce or civil annulment requires:

- (a) more than 5 hours of attorney time,
- (b) involves disputed issues and
- (c) requires that both parties be represented by an attorney.

*This benefit is limited to two use(s) per year (representation seeking or defending against interim order shall constitute a separate use). This benefit applies to the Member only and Covered Family Members only for actions not involving the Member as an opposing party.*

**Post-Divorce Proceedings:**

Legal representation of You for up to the maximum listed on the Schedule in a contested or uncontested post-divorce proceeding. An uncontested post-divorce proceeding does not involve:

- (a) significant disputed issues and
- (b) the parties resolve any issues prior to any court supervised proceeding. The benefit for uncontested matters does not provide any coverage of an attorney's fee for: (a) services in excess of the maximum listed on the Schedule; You must pay the attorney's fee for services in excess of the maximum; (b) contested matters in which case You must pay the attorney's fee for services, unless the coverage includes contested matters and the benefit shall be in accordance with the Schedule.

A contested post-divorce proceeding requires:

- (a) more than 5 hours of attorney time,
- (b) involves disputed issues and requires that
- (c) both parties be represented by an attorney.

This benefit includes custody, support, and alimony proceedings.

*This benefit is limited to two use(s) per year.*

**Civil Union Agreement:**

The service covers the preparation of a civil union agreement by You and Your partner. Representation is provided only to You. The spouse/partner must have separate counsel or must waive representation.

**Prenuptial Agreement:**

This service covers the preparation of an agreement by You and Your fiancé/partner prior to Your marriage or legal union (where allowed by law), outlining how property is to be divided in the event of:

- (a) separation,
- (b) divorce or
- (c) death of a spouse.

Representation is provided only to You. The fiancé/partner must have separate counsel or must waive representation.

**Name Change:**

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

**Gender Identifier Change:**

Services required to change the gender identifier on government issued documents.

**Egg/Sperm/Embryo Donation Agreement:**

This service covers the preparation of an egg, sperm or embryo donation agreement for a Member.

**Guardianship/Conservatorship:**

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

**Government Agency/Stepparent Adoption:**

Legal representation up to the maximum shown in the Schedule in a:

- (a) governmental agency or
- (b) stepparent adoption.

An uncontested adoption does not involve significant disputed issues.

This benefit does not include: (a) contested termination of parental rights; (b) fees for a court-appointed attorney for the child; or (c) adoptions(s) made through any agency other than a governmental agency.

A contested adoption requires:

- (a) more than 5 hours of attorney time and
- (b) involves disputed issues.

If the amount of an attorney's time for uncontested adoption exceeds the maximum shown in the Schedule, or if the adoption becomes contested, then coverage will terminate and You will be responsible for any additional legal fees.

**Pre-Birth/Post-Birth Parentage Order**

This service covers the preparation of a pre-birth or post-birth parentage order for You.

**Protection from Domestic Violence:**

Services needed to assist You in obtaining a protective order arising from a domestic violence or abuse matter, including:

- (a) all required paperwork and
- (b) attendance at all court appearances.

This benefit does not include:

- (a) representation in suits for damages,
- (b) defense of any action, or
- (c) representation of the offender.

**Juvenile Court Proceeding:**

Services related to the representation of the dependent child of You/Covered Family Member in any juvenile court proceeding, provided the child's interest is not in conflict with Your 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.

**School Administrative Proceeding:**

Services needed for a dependent child of You/Covered Family Member for:

- (a) consultations, and review or
- (b) help with preparation of documents

prior to the representation of the dependent child in any school administrative proceeding (not including expulsion), provided the child's interest is not in conflict with Your and/or Covered Family Member's interest.

This benefit does not cover any matter that falls outside the jurisdiction of the school in which the child is officially enrolled. This benefit does not contemplate any attendance or representation by the attorney at or prior to any administrative hearing or appearance.

**Immigration Assistance:**

This service covers:

- (a) advice and consultation,
- (b) preparation of affidavits and powers of attorney,
- (c) review of any immigration documents, and
- (d) helping You prepare for hearings.

This benefit also extends to Your Covered Family Members and non-covered family members who are attempting to become US citizens in the manner prescribed by law.

**Parental Responsibility Matters:**

Representation of You/Covered Spouse in juvenile court proceedings (except those involving traffic matters) where the State has brought an action against You/Covered Spouse relating to their parental responsibilities for a Covered Family Member.

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**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: (a) any debt collection or family law matters; (b) lawsuits normally handled on a contingent fee basis; or (c) matters for which You have or are required by law to have insurance.

**Incompetency Defense:**

Services related to the representation of a Member in the defense of any incompetency action, including court hearings when there is a proceeding to find You incompetent.

**Administrative Hearing Representation:**

Services needed to defend You from civil proceedings before a:

- (a) municipal,
- (b) county,
- (c) state, or
- (d) federal

administrative board, agency or commission. It includes the hearing before an administrative board or agency regarding an adverse governmental action. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters or litigation of a job-related incident.

**Discounted Contingency Fees:**

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

(a) When state laws set contingency fees: Lesser of 10% less than state law maximum fee or the Participating Attorney's usual fee.

(b) 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.

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**Criminal Defense**

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**Misdemeanor Defense:**

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

**DUI/DWI Defense:**

Defense of You 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.

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**Traffic and Administrative Matters**

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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:

- (a) court hearings,
- (b) negotiation with the prosecutor,
- (c) trial, and
- (d) counseling and preparing You for self-representation at any hearings if chosen.

This benefit does not cover violations related to a commercial driver's license.

**Serious Traffic Matter:**

Services related to the representation of a Member who is:

- (a) charged by governing authorities with moving traffic violation(s) and
- (b) 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.

**Administrative Proceeding:**

Services related to the representation of a Member in an administrative proceeding relating to the:

- (a) suspension or
  - (b) revocation
- of driving privileges.

This benefit does not cover suspension or revocation of a commercial driver's license.

## **OBTAINING BENEFITS**

### **Claim for Benefits**

1. You should call the Member Service Center to confirm the potentially applicable benefit(s) prior to consulting with any attorney. You/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. If You/Covered Family Member has a Non-Participating Attorney they would prefer to work with, they must notify the representative of their intention to use a Non-Participating Attorney for a Covered Service. The Member Service Center will provide a claim form, if the person making the claim does not receive the claim form within fifteen (15) days of notice they shall be deemed to have complied with the proof of loss time requirements contained in the Policy for filing supporting documentation. The Legal Plan Administrator may elect to offer to negotiate with the attorney on their behalf, 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.
3. You must remain enrolled and continue to pay premium hereunder for services to be requested.
4. Upon completion of a Covered Service, the Participating Attorney will submit a request for claim payment to Us, You/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 their claim and You/Covered Family Member will be responsible for all legal fees.
5. If You/Covered Family Member pay for pre-authorized services provided by a Non-Participating Attorney, You must submit:
  - (a) claim form (provided by Member Service Center) accompanied by an original itemized bill,
  - (b) proof of payment and
  - (c) 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 are subject to the maximum as shown in the Schedule.
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:
  - (a) law,
  - (b) court rule, or
  - (c) contract,at the attorney's customary or prevailing rate.  
If You/Covered Family Member receive reimbursement of attorney's fees, then You/Covered Family Member agree to reimburse Us for payments issued.

## Disputes Between Members or Covered Family Members

In the event that You and Your Covered Family Member(s) are involved as adversaries in a dispute that is a Covered Service, only You 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 or more 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:

- (a) Appellate court proceedings.
- (b) Class actions.
- (c) Interventions.
- (d) Malpractice proceedings.
- (e) Actions in which punitive damages are being sought
- (f) Derivative actions and amicus curiae filings.
- (g) The preparation and filing of:
  - (1) individual, partnership or estate tax returns;
  - (2) appellate or administrative proceedings related to tax returns;
  - (3) 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.
- (h) Matters relating to:
  - (1) securities, trademark or patent matters;
  - (2) business or commercial interests, including, but not limited to, professional, partnership and/or corporate matters;
  - (3) matters arising out of Your/Covered Family Member's role as an officer or director of an organization;
  - (4) matters involving the law or laws of jurisdictions other than the United States and its territories;
  - (5) any matters involving a government (domestic or foreign) entity or agency;
  - (6) farm related issues;
  - (7) 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 You/Covered Family Member as their Primary Residence, is deemed an investment or income-producing property.
- (i) Legal services that are fully paid for or provided at no cost by any governmental agency, organization or insurance company.
- (j) 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.
- (k) Costs associated with covered legal services. This includes but not limited to the following:
  - (1) all fines,
  - (2) court costs,
  - (3) penalties,
  - (4) sanctions,
  - (5) expert witness fees,
  - (6) bonds,
  - (7) bail bonds,
  - (8) attorney fees awarded as part of a judgment,
  - (9) exhibits,
  - (10) deposition costs,
  - (11) filing fees,
  - (12) transcripts,
  - (13) postage,
  - (14) telephone,
  - (15) photocopying,
  - (16) recording fees,

- (17) messengers,
- (18) judgments,
- (19) jury fees,
- (20) court reporter fees,
- (21) investigative costs,
- (22) mediator or arbitrator fees.

This also includes all other incidental and out-of-pocket legal and litigation costs.

- (l) Any services on behalf of a Covered Family Member against the interests of the Member.
- (m) Any employment-related matter. This includes, but is not limited to the following:
  - (1) any dispute involving:
    - Your employer or its affiliates,
    - their officers or directors,
    - Your employee benefit plans,
    - credit unions,
    - programs or arrangements sponsored by an employer
  - (2) cases involving:
    - workers' compensation,
    - unemployment compensation,
    - sex harassment,
    - age discrimination.
- (n) Any dispute or proceeding against the following persons or entities, their officers, directors, employees, or agents:
  - (1) any person or entity involved in the sale, marketing, administration or other processes related to the Policy;
  - (2) Legal Plan Administrator or its subsidiaries;
  - (3) Claims Administrator or its subsidiaries;
  - (4) Policyholder;
  - (5) Your employer;
  - (6) Virginia Surety Company, Inc. and its parents, subsidiaries or any affiliated or successor company, plan underwriter or reinsurer; or
  - (7) any Participating and/or Non-Participating Attorney, if the dispute or proceeding pertains to services provided under the Policy or to any services rendered by any Participating or Non-Participating attorney in any legal matter.
- (o) Except for consultation, the Policy will not provide benefits in connection with pre-existing matters. Pre-existing matters include any matter where You/Covered Family Member are on notice as:
  - (1) to a pending legal dispute or
  - (2) has previously contacted an attorney
 except when prior coverage under another Legal Plan provided by the Policyholder can be demonstrated.
- (p) The Policy does not allow benefits listed under the Covered Services section to be combined for one legal matter.
- (q) Where there are specific hours or dollar amounts provided in the Policy, or where a maximum is set under the Managed Case Rules, You 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. You/Covered Family Member have the unrestricted right to choose an attorney. Your/Covered Family Member's relationship with an attorney is privileged and strictly confidential. We will not interfere in:

- (a) the attorney-client relationship or
- (b) the attorney's independent exercise of their professional judgment.

Participating Attorneys are not certified specialists. Participating Attorneys are not agents or employees of either the Legal Plan Administrator or Us.

You/Covered Family Member shall authorize the Participating Attorney to provide the Legal Plan Administrator with:

- (a) information and
- (b) supporting documentation on the number and type of services provided.

By using legal services benefits that are provided under the Policy, You/Covered Family Member agrees that neither:

- (a) We,
  - (b) nor the Policyholder,
  - (c) nor any other person involved in the marketing or administration of the Policy,
- shall have any liability for the:
- (a) acts,
  - (b) errors or omissions of an attorney providing services, in whole or in part.

### **Beneficiary Provision**

All benefits for Covered Services received from a Non-Participating Attorney will be payable to You or in the case of death, to Your estate. No person or entity other than You shall have any legal or equitable right, remedy or claim of insurance proceeds or damages under or arising out of this coverage.

### **Legal Terminology**

You 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.

### **Premium Refund Provision**

In the event that:

- (a) the premium mode is other than monthly and
  - (b) the Group Policy is terminated or
  - (c) 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 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 their 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) at the time 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 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 You/Covered Family Member have:

- (a) intentionally concealed or misrepresented any material fact or circumstances or
- (b) 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 10<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 (32nd) 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 You being called to active duty for a period of more than thirty (30) consecutive days for the purposes of:

- (a) military service or
  - (b) responding to a declared national emergency,
- coverage for the Covered Family Members will continue, without the payment of premium, for the length of Your absence and for so long as You remain 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).