

# The LegalEASE LegalGUARD Plan

provided by:



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Administrative Office: 5850 San Felipe, Suite 600  
Houston, TX 77057 ♦ 888-416-4313

## GROUP LEGAL SERVICES CONTRACT

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

### DECLARATIONS PAGE

**CONTRACT NO.** 1000054

**CONTRACTHOLDER:** MED3000 Group, Inc.

**ADDRESS:** 680 Andersen Drive  
Foster Plaza 10  
Pittsburgh, PA 15220

**EFFECTIVE DATE:** 01/01/2015

**PLAN ANNIVERSARY DATE:** 01/01/2016

This Contract is issued in consideration of the application and payment and receipt by Us of payment. We will provide the services described in this Contract in return for the payment and compliance with all applicable provisions of this Contract.

All periods of coverage under this Contract begin and end at 12:01 am Standard Time at the Contractholder's address.

Within 10 days after you receive your Contract, you may return the Contract for any reason and all payments made will be refunded. Coverage will then be void from the effective date.

## Schedule of Services

Coverage	<i>Maximum</i>	
	<i>Participating Attorney</i>	<i>Non-Participating Attorney</i>
<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/document
Covered Family Member	Paid in Full	\$55/Covered Family Member document
Lease Agreement – <i>Tenant Only</i>	Paid in Full	\$55
Time Share Agreement	Paid in Full	\$55
• Consumer Dispute	Paid in Full subject to Managed Case Rules*	\$595
• Small Claims Court Representation	Paid in Full up to 2 hours	\$105
• Mail Order or Internet Purchase Dispute	Paid in Full up to 5 hours	\$300
• Bank Fee Dispute	Paid in Full up to 5 hours	\$300
• First-time Vehicle Buyer	Paid in Full up to 5 hours	\$300
• Vehicle Repair and Lemon Law Litigation	Paid in Full up to 5 hours	\$300
• Cell Phone Contract Dispute		
Contract review up to 6 pages	Paid in Full up to 5 hours	\$300
Representation	Paid in Full up to 5 hours	\$300
• Warranty Dispute		
Warranty review up to 6 pages	Paid in Full up to 5 hours	\$300
Representation	Paid in Full up to 5 hours	\$300
<b>Estate Planning</b>		
• Will or Codicil for Member	Paid in Full	\$80
Covered Spouse	Paid in Full	\$80
Covered Family Member	Paid in Full	\$80
Complex Will	Paid in Full	\$310
• Living Will and/or Health Care Power of Attorney	Paid in Full	\$55
Covered Family Member	Paid in Full	\$55
• Living Trust Document	Paid in Full	\$310
• Probate of Small Estate	Paid in Full up to 2 hours	\$120
<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	\$340
• Vacation or Investment Home Sale/Purchase/Refinancing	Paid in Full	\$425
• Tenant Dispute	Paid in Full subject to Managed Case Rules*	\$1,700 maximum subject to Managed Case Rules*
<b>Financial Matters</b>		

• Debt Collection Defense Pre-litigation defense activities	Paid in Full subject to Managed Case Rules*	\$425
Trial defense	Paid in Full subject to Managed Case Rules*	\$595
• Bankruptcy (chapter 7 or 13)	Paid in Full subject to Managed Case Rules*	\$1,020 maximum subject to Managed Case Rules*
• Foreclosure	Paid in Full subject to Managed Case Rules*	\$510
• Tax Audit	Paid in Full subject to Managed Case Rules*	\$1,700 maximum subject to Managed Case Rules*

### **Family Matters**

• Separation, Divorce, Civil Annulment Uncontested Separation	Paid in Full up to 10 hours	\$470
Consent/default Divorce	Paid in Full up to 10 hours	\$340
Uncontested Divorce	Paid in Full up to 10 hours	\$510
Contested Divorce, as defined	Paid in Full up to 28.5 hours subject to Managed Case Rules*	\$1,700 maximum subject to Managed Case Rules*
• Prenuptial Agreement	Paid in Full subject to Managed Case Rules*	\$680 maximum subject to Managed Case Rules*
• Name Change	Paid in Full subject to Managed Case Rules*	\$255
• Guardianship/Conservatorship	Uncontested: Paid in Full subject to Managed Case Rules*	\$300
	Contested: Paid in Full subject to Managed Case Rules*	\$465
• Governmental Agency Adoptions	Uncontested: Paid in Full subject to Managed Case Rules*	\$300
	Contested: Paid in Full subject to Managed Case Rules*	\$465
• Stepparent Adoptions	Uncontested: Paid in Full subject to Managed Case Rules*	\$300
	Contested: Paid in Full subject to Managed Case Rules	\$465
• Juvenile Court Proceedings	Paid in Full subject to Managed Case Rules*	\$470

### **Civil Litigation Defense**

• 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*

### **Criminal Defense**

• Traffic Ticket	Paid in Full subject to Managed Case Rules*	\$215
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• Serious Traffic Matters (resulting in suspension or revocation of license)	Paid in Full subject to Managed Case Rules*	\$425
• Administrative Proceeding (regarding suspension or revocation of license)	Paid in Full subject to Managed Case Rules*	\$255
• Misdemeanor Defense	Paid in Full subject to Managed Case Rules*	\$1,700 maximum subject to Managed Case Rules*

\* Managed Case Rules require the following:

1. Member and/or Covered Family Member must secure a confirmation letter from the Member Service Center prior to proceeding with an attorney.
2. The attorney must provide a written estimate of fees reflecting his or her best judgment as to the likely conduct of the case.
3. We will set a maximum attorney fee that takes into account 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 and/or Covered Family Member.

## **DEFINITIONS**

**“REIMBURSEMENT ADMINISTRATOR”** - means Co-ordinated Benefit Plans LLC; or its subsidiary.

**“COMPLEX WILL”** - means the Member has a significant net worth and will benefit from tax planning, or the estate is subject to current state or federal estate taxation; or the Member owns a business that will continue in operation after death; or the Member wants to put restrictions on what heirs may do with the property; or the Member wants to leave money to someone in a trust because the person cannot manage his or her own affairs (such as 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.

**“CONTESTED DIVORCE”** - refers to a divorce proceeding that requires more than 5 hours of attorney time, involves disputed issues and both parties are represented by an attorney.

**“COVERED FAMILY MEMBER”** - means the Member’s spouse and Member’s unmarried dependent children, including stepchildren, legally adopted children, children placed in the home for adoption and foster children, up to age 19, and from age 19 up to 25 years if they are enrolled in an accredited school or college as full-time student(s) and are primarily dependent upon the Member for support.

**“COVERED SPOUSE”** - means the Member’s lawful spouse at the time the contract is in effect.

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

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

**“INTERNET PURCHASE”** - A purchase of goods or services whose purchase value is over \$200.00 at the time of purchase by a Member and/or Covered Family Member from a website on the worldwide web.

**“LEGAL PLAN ADMINISTRATOR”** – The LegalEASE Group, its affiliates, officers, directors, employees, and/or agents, including third party organizations and their affiliates, officers, directors, employees, and/or agents, hired by The LegalEASE Group to perform services under this Legal Service Contract.

**“MEMBER”** - refers to the individual who is associated with the Contractholder named on the declarations page and who has paid or a fee has been paid on his/her behalf and who meets the eligibility requirements for Covered Services as defined by the Contractholder.

**“MEMBER SERVICE CENTER”** - means the service location established to help make full use of the Legal Service Contract.

**“NON-PARTICIPATING ATTORNEY”** - means an attorney not retained by Legal Plan Administrator who is selected and paid by the Member to provide services covered under the Legal Services Contract up to the maximum amount as shown in the Schedule of Services.

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

**“PARTICIPATING ATTORNEY”** - means an attorney retained by the Legal Plan Administrator to provide covered legal services at the amount shown in the Schedule of Services.

**“WE”, “US”, “OUR” AND “COMPANY”** - means the name of the plan provider indicated on the declarations page of this Legal Services Contract.

## COVERED SERVICES

In consideration of payment and receipt by Us of the applicable fee, all Covered Services are available to a Member and all Covered Family Members. Except as noted below, the following Covered Services are provided to the Member when the Member uses a Participating Attorney. The Schedule of Services chart shows the reimbursement schedule when the Member uses a Non-Participating Attorney.

### Consumer Matters

#### **Document Preparation:**

Preparation of any of the following documents: simple deed (excluding those reviewed or prepared under the real estate service), promissory note, consumer dispute correspondence, installment sales agreement, general power of attorney, lease agreement (tenant only), time share agreement, and simple affidavit.

*This service is limited to one use per year per document, except general power of attorney, which is limited to one use per year per Covered Family Member.*

#### **Consumer Dispute:**

Consultation or representation in a dispute relating to consumer goods and services (not involving real estate construction, landlord/tenant disputes or renovation).

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

#### **Mail Order or Internet Purchase Dispute:**

The services of an attorney to review the nature of any mail order or Internet Purchase dispute involving the purchaser prior to the commencement of litigation. This service includes the review or preparation of dispute letters, any purchase documents and/or consultation with the attorney. If litigation is commenced in this matter, the service will cover up to the maximum shown on the Schedule of Services.

*This service is limited to one purchase per year.*

#### **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 the review or preparation of dispute letters, any purchase documents and/or consultation with the attorney. If litigation is commenced in this matter, the service will cover up to the maximum shown on the Schedule of Services.

*This service is limited to one dispute per year.*

#### **First-time Vehicle Buyer:**

The services of an attorney for the purchase of a Member's and/or Covered Family Member's first vehicle. This service includes the review or preparation of purchase and finance documents and/or consultation by the attorney at or before closing.

*This service is limited to one vehicle purchase per year and must be the first vehicle purchase of either the Member or Covered Family Member.*

**Vehicle Repair and Lemon Law Litigation:**

Services related to the representation of a Member and/or Covered Family 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 service does not include: (1) any lawsuit related to finances or defects that do not specifically fall under the definitions permitted in the applicable state lemon law; (2) lawsuits normally handled on a contingent fee basis; (3) any collection or related defense or action; or (4) matters for which the Member has or is required by law to have insurance.

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

**Cell Phone Contract Dispute:**

Review of the cell phone contract where the Participating Attorney will verbally explain the meaning or impact of any form or document, or make suggestions for changes to a form or document being drafted of up to maximum number of pages shown on the Schedule of Services. This service does not include a written analysis of any form or document. In the event of a dispute over the terms of the agreement between the cell phone company and the Member or any Covered Family Member, this service provides representation in a dispute relating to the cell phone contract if the Member/Covered Family Member is sued or named in a small claims court action. This service covers counseling on prosecuting a small claims court action; helping the Member/Covered Family Member prepare documents; advising on evidence, documentation and witnesses; and preparing the Member/Covered Family Member for trial. The service does not include the Participating Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

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

**Warranty Dispute:**

Review of the warranty policy or service contract where the Participating Attorney will verbally explain the meaning or impact of any form or document, or make suggestions for changes to a form or document being drafted up to the maximum number of pages shown on the Schedule of Services. This service does not include a written analysis of any form or document.

In the event of a dispute over the terms of the agreement between the warranty company and the Member or Covered Family Member, this service provides representation in a dispute relating to the warranty or service contract if the Member or Covered Family Member is sued or named in a small claims court action. This service covers counseling on prosecuting a small claims court action; helping the Member/Covered Family Member prepare documents; advising on evidence, documentation and witnesses; and preparing the Member/Covered Family Member for trial. The service does not include the Participating Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

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

**Estate Planning****Will or Codicil Preparation:**

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

Simple Will Preparation: Participating Attorney shall prepare a simple will or codicil for Member and/or Covered Family Member and discuss the legal requirements for signing the will.

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

Complex Will Preparation: Participating Attorney shall prepare a complex will or codicil for Member or Covered Family Member. This service shall be limited to one complex will prepared per year.

**Living Will and/or Health Care Power of Attorney:**

Preparation of living will and/or health care power of attorney for Member and/or Covered Family Member as authorized by state law. A living will expresses an individual's wishes as to the use or withdrawal of life support systems. A health care power of attorney appoints another to make medical decisions if the individual is unable to do so him/herself.

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

**Living Trust Document:**

Preparation of living trust documents. This service does not include services related to transactions to fund the trust or transfer assets into it. This service does not include tax planning or tax advice related to the trust or the Member's situation before and after the trust is prepared.

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

**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 Services.

**Residential Matters**

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

The services of an attorney for the purchase, sale, or refinancing of a Member's primary residence (where Member has resided or intends to reside for twenty-seven (27) weeks or more per year). This service includes the review or preparation of closing documents and/or attendance by the Member's attorney at closing in situations when it is customary to do so. This service 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 service is limited to one closing per year.*

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

The services of an attorney for the purchase, sale, or refinancing of a Member's vacation or investment residence (where Member has not resided or does not intend to reside for twenty-seven (27) weeks or more per year). This service includes the review or preparation of closing documents and/or attendance by the attorney at closing in situations when it is customary to do so. This service 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 properties are not included. This service does not include any fees or costs other than those related to the attorney's review of the purchase/sale documents.

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

**Tenant Dispute:**

Representation of the Member and/or Covered Family Member as a tenant in a dispute with his/her landlord.

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

**Financial Matters**

**Debt Collection Defense:**

The defense of any dispute involving personal (non-business related) debt. This service 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 service is limited to one use per year.*

**Bankruptcy:**

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

*This service 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 service 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 process required by federal and state tax authorities and negotiations relating to it. This service does not include a defense against criminal charges nor the defense of civil tax litigation in any tax court.

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



## **Family Matters**

### **Separation, Divorce, Civil Annulment:**

Legal representation of the Member only for up to the maximum shown on the Schedule of Services in an uncontested separation, divorce, civil annulment, consent or default 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 service for uncontested matters does not provide any coverage of an attorney's fee for: (1) services in excess of the maximum shown on the Schedule of Services; the Member must pay the attorney's fee for services in excess of the maximum; or, (2) contested matters in which case the Member must pay the attorney's fee for services, unless this Legal Services Contract provides coverage of contested matters and the service shall be in accordance with the Schedule of Services. A contested separation, divorce or civil annulment requires more than five hours of attorney time, involves disputed issues and both parties are represented by an attorney.

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

### **Preuptial 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 service is limited to one use per year.*

### **Name Change:**

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

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

### **Guardianship/Conservatorship:**

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

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

### **Government Agency/Stepparent Adoption:**

Legal representation for a Member and/or Covered Family Member of up to the maximum shown in the Schedule of Services in a governmental agency or stepparent adoption. An uncontested adoption does not involve significant disputed issues. This service 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 service is limited to one use per year.*

### **Juvenile Court Matters:**

Services related to the representation of the dependent child of a Member and/or 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 service does not cover any matter that falls outside the jurisdiction of juvenile court or any matter that may be considered a felony.

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

## **Civil Litigation Defense**

### **Civil Litigation Defense:**

Services related to the representation of a Member and/or Covered Family Member who is a named defendant in a civil lawsuit (non-business related), up to and including the trial thereof. This service 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/Covered Family Member has or is required by law to have insurance.

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

### **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 the Member incompetent.

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

## **Criminal Defense**

### **Traffic Tickets:**

Services related to the representation of the Member and/or Covered Family 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 service is limited to one use per year.*

### **Serious Traffic Matters:**

Services related to the representation of a Member and/or Covered Family Member who is charged by governing authorities with moving traffic violation(s) and conviction could result in suspension or revocation of Member's and/or Covered Family Member's drivers' license.

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

### **Administrative Proceeding:**

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

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

### **Misdemeanor Defense:**

Defense of a Member and/or Covered Family Member in connection with criminal misdemeanor charges (not associated with any felony charge).

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

## **OBTAINING SERVICES**

### **Reimbursement for Services**

1. Members must call the Member Service Center to confirm eligibility and coverage prior to consulting with any attorney. 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 coverage.
2. To obtain services under the Managed Case Rules:
  - Members and/or Covered Family Member must secure a confirmation letter from the Member Service Center prior to proceeding with an attorney.
  - The attorney must provide a written estimate of fees reflecting his or her best judgment as to the likely conduct of the case.
  - We will set a maximum attorney fee that takes into account the reasonable level of reimbursement for 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 and/or Covered Family Member.
3. Members actively receiving services under this Legal Services Contract must remain enrolled and continue to pay fees hereunder. All services will be subject to subrogation and coordination of benefit rules.
4. Upon completion of a Covered Service, the Member and/or Covered Family Member will 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 and/or 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. Services provided to the Member and/or Covered Family Member for Covered Services are subject to the maximum as shown in the Schedule of Services.

### **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, the Legal Services Contract will cover the Member only.

If two or more Covered Family Members are involved in a dispute that is otherwise covered under the Legal Services Contract, the Legal Services Contract will provide no coverage.

If two Members are involved as adversaries in a dispute that is a Covered Service, the Legal Services Contract will provide separate coverage for each Member.

### **EXCLUSIONS**

This Legal Services Contract excludes services for the following:

Appellate court proceedings, class actions, interventions, derivative action and amicus curiae filings.

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

Matters relating to securities, trademark or patent matters; business or commercial interests, including, but not limited to, professional, partnership and/or corporate matters; matters involving the law or laws of jurisdictions other than the United States and its territories; any matters involving a government (domestic or foreign) entity or agency except as specifically described under Covered Services; farm related issues; matters involving commercial or rental property transactions, including the purchase, sale or lease of investment or income-producing property. A two-family house, whether or not used by the 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 (collectively referred to as "frivolous") 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, exhibits, deposition costs, filing fees, transcripts, postage, telephone, photocopying, recording fees, messengers, judgments, jury fees, court reporter fees, investigative costs 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, age discrimination, etc. 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 this Legal Services Contract; Legal Plan Administrator or its subsidiaries; Reimbursement Administrator or its subsidiaries; Contractholder; Member's employer; Nationwide Mutual Insurance Company it's parents, subsidiaries or any affiliated or successor company, plan underwriter or reinsurer; Plan Sponsor; or any Participating and/or Non-Participating Attorney, if the dispute or proceeding pertains to services provided under the Legal Services Contract.

The Legal Services Contract will not provide services in connection with pre-existing matters, which includes any matter where the Member and/or Covered Family Member is on notice as to a pending legal dispute or has previously contacted an attorney.

Where there are specific hours or dollar amounts provide in this Legal Services Contract, or where a maximum is set under the Managed Case Rules, the Member will be responsible for all attorney fees incurred over the maximum. Additional exclusions related to each service 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 of the state where they are licensed to practice. The Member's relationship with an attorney is privileged and strictly confidential. We will not interfere in the attorney-client relationship, nor in the attorney's independent exercise of his or her professional judgment. Attorneys are not certified specialists.

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 that are provided under the Legal Services Contract, the Members agree that neither We, nor the Contractholder, nor any other person involved in the marketing or administration of the Legal Services Contract, shall have any liability for the acts, errors or omissions of an attorney providing services, in whole or in part, under the Legal Services Contract.

### **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 to request reimbursement from the Legal Services Contract. The Member's reimbursement will be based on the reimbursement schedule as shown in the Schedule of Services. If a Member already has an attorney at the time he/she becomes a Member, the Legal Plan Administrator can offer to negotiate with the attorney on behalf of the Member, but will not guarantee the Plan Discounted Rate will be accepted by the attorney or offered by the Legal Plan Administrator.

### **Legal Terminology**

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

### **Coverage Period**

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

### **Coverage Territory**

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

### **Refund Provision**

In the event that the payment mode is other than monthly and the Legal Services Contract is terminated or the Member elects to terminate the coverage, a pro-rata refund will be made in accordance with the laws of the Contractholder's state.

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

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

- a. Cancellation or termination of this Legal Services 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.

When coverage for a Member and/or Covered Family Member terminates and a matter is unresolved when coverage terminated, then any further legal work between said Member and/or Covered Family Member and the Participating Attorney shall be outside the scope and coverage of the Legal Services Contract. The Participating Attorney shall not be obligated to provide any services under the Legal Services 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 and/or 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.

After this Legal Services Contract has been in effect for sixty (60) days or more, it may be cancelled for one of the following reasons:

- a. Nonpayment by Contractholder for covered Members;
- b. Legal Services Contract is obtained through material misrepresentation;
- c. Contractholder violated the material terms and condition of the Legal Services Contract;
- d. The risk originally accepted has measurably increased;
- e. Continuation of the Legal Services Contract would be in violation of the law;

The Company shall provide written notice of cancellation to the Contractholder at least sixty (60) days prior to the effective date of such cancellation. If the Company cancels for non-payment, the Company shall provide written notice of cancellation to the Contractholder at least ten (10) days prior to the effective date of such cancellation. All notices shall state the reason for cancellation. The Contractholder is responsible for notifying the Members of cancellation.

#### **Payment Remittance**

The Contractholder shall remit payment to the Company no later than the 10<sup>th</sup> calendar day following the month for which Legal Services Contract coverage is provided.

#### **Grace Period**

The Legal Services 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, this Legal Services Contract will continue in effect. If the payment for covered Members remains unpaid at the end of the grace period, the Legal Services 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 this Legal Services Contract is in effect.

#### **Amendment of the Contract**

The Legal Services Contract may be amended or changed at any time by the Company upon written notice thereof and signed by a duly authorized representative. No agent, broker or sales representative may make any change in this Legal Services Contract or waive any of its provisions.

#### **Notice of Contract Provisions**

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

#### **Change in Plan Price**

We shall provide the Contractholder written notice within thirty (30) days prior to the anniversary date of the Legal Services Contract for any change in Plan Price to be implemented. Any such change shall apply to the Contractholder

on the anniversary date of the Legal Services Contract. The Contractholder is responsible for notifying the Members of the change in plan price.

### **Portability**

The Member may continue coverage under this Legal Services Contract 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 this Legal Services 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 this group Legal Services Contract terminates. Credit will be given for any applicable Waiting Period based on the number of months coverage was in force for the Member under this Legal Services Contract.

### **Contract Conformed to Statute**

Any terms of the Legal Services Contract that are in conflict with the statutes of the jurisdiction where issued, are amended to conform to the statutes.

### **Assignment of Benefits**

The benefits provided under this Legal Services Contract are not assignable.

### **Entire Contract**

This Legal Services Contract, including the application and endorsements, if any, constitutes the entire contract for legal services