

## 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: ABC Organization

POLICYHOLDER ADDRESS: 123 Main Street, Suite 1  
Anytown, US 12345

POLICY NO. NPXL667800

MEMBER NAME: Jane Doe

MEMBER ADDRESS: 123 Anywhere Street  
Anytown, US 12345

EFFECTIVE DATE: MM/DD/YYYY, 12:01 a.m. Standard Time at the  
Policyholder's address.

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

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GRLE\_02\_TOC (202109)

## 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	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	\$320
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	\$255
General Power of Attorney	Paid in Full	\$70
Lease Agreement - <i>Tenant Only</i>	Paid in Full	\$65
• Consumer Dispute	Paid in Full	\$595
• Small Claims Court Representation	Paid in Full	\$300
• Construction/ Renovation /Home Repair Dispute	Paid in Full	\$895
• Vehicle Repair and Lemon Law Litigation	Paid in Full	\$300
• Personal Property Protection	Paid in Full	\$300

• Identity Theft Defense	Paid in Full	\$850
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Estate Planning		
• Will or Codicil	Paid in Full	\$80
• Complex Will	Paid in Full	\$310
• Living Will/Health Care or Advance Directive	Paid in Full	\$170
• Health Care or Medical Power of Attorney	Paid in Full	\$170
• Revocable or Irrevocable Living Trust Document	Paid in Full	\$370
• Hospital Visitation Authorization	Paid in Full	\$55
• Probate of Small Estate	Paid in Full up to 5 hours	\$300
• Veterans Benefits Appeal	Paid in Full	\$720

Elder Matters		
• 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

Residential Matters		
• Purchase of Primary Residence	Paid in Full	\$490
• Sale of Primary Residence	Paid in Full	\$365
• Refinancing of Primary Residence	Paid in Full	\$385
• 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	Paid in Full up to 10 hours	\$595
• 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

• Building Codes	Paid in Full subject to Managed Case Rules*	\$1,275 maximum subject to Managed Case Rules*
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Financial Matters		
• Debt Collection Defense	Paid in Full	\$425
• Pre-litigation Defense activities	Paid in Full	\$850
• Trial Defense	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 subject to Managed Case Rules*	\$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

Family Matters		
• Separation, Divorce, Civil Annulment	Paid in Full	\$595
• Uncontested Separation or Civil Annulment	Paid in Full	\$595
• Consent/default Divorce	Paid in Full	\$595
• Uncontested Divorce	Paid in Full up to 57 hours subject to Managed Case Rules*	\$3,400 maximum subject to Managed Case Rules*
• Contested Divorce, as defined	Paid in Full up to 57 hours subject to Managed Case Rules*	\$3,400 maximum subject to Managed Case Rules*
• Post-Divorce Proceedings, as defined	Paid in Full up to 57 hours subject to Managed Case Rules*	\$3,400 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
• Surrogacy Representation	Paid in Full subject to Managed Case Rules*	\$1,700 maximum subject to Managed Case Rules*
• 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
• Child Custody/Support Proceeding Involving Never-Married Parents	Paid in Full up to 30 hours subject to Managed Case Rules*	\$1,785 maximum subject to Managed Case Rules*

• Stalking Victim Assistance	Paid in Full	\$595
• 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

Civil Matters		
• 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

Criminal Defense		
• 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*

Traffic and Administrative Matters		
• 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
• Habeas Corpus Proceeding	Paid in Full	\$850
• Restraining Order Assistance	Paid in Full	\$425

GRLE\_03\_SCH\_PP (202109)

#### \* 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 or to ensure that Non-Participating Attorney fees are reasonable and customary.

Managed Case Rules provide protection for Members by limiting or preventing additional charges that Members would otherwise be responsible for. Managed Case Rules may be enacted prior to or after the initial consultation. Managed Case Rules require the following:

1. The Member should contact the Member Service Center prior to proceeding with an attorney. If the Member understands from the attorney that there may be additional charges beyond the covered charges under the Policy and the Member does not contact the Member Service Center prior to proceeding with the attorney, then the Member may be responsible for those additional charges beyond the covered charges under the Policy, even on a Paid In Full benefit.
2. If it is determined that the complexity of the case may require additional hours beyond the standard Participating Attorney maximum, or that the Non-Participating Attorney charges are higher than reasonable and customary fees, the attorney must provide a written estimate of fees reflecting 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 the responsibility of the Member.

GRLE\_04\_MCR (202109)

## DEFINITIONS

GRLE\_05\_DEF (202208)

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

GRLE\_05\_DEF\_CA (202208)

“COMPLEX WILL” - means a will for an individual who has a significant net worth and will benefit from tax planning, or the estate is subject to current state or federal estate taxation; or owns a business that will continue in operation after death; or wants to put restrictions on what heirs may do with the property; or wants to leave money to someone in a trust because the person cannot manage their 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 thinks that someone will challenge the will; or wants to exclude any lawful dependents. The inclusion of a pour-over provision in a will does not, by itself, make a will complex.

GRLE\_05\_DEF\_CW (202208)

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

GRLE\_05\_DEF\_CD (202208)

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

GRLE\_05\_DEF\_CFM (202208)

“COVERED SPOUSE” - means the Member’s lawful spouse or Domestic Partner at the time the coverage is in effect and for whom the required premium is paid where spouse coverage is optional.

GRLE\_05\_DEF\_CS (202208)

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

GRLE\_05\_DEF\_DP (202208)

“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.  
*GRLE\_05\_DEF\_DFPOA (202208)*

“EFFECTIVE DATE” - means the date the Member’s coverage hereunder begins.  
*GRLE\_05\_DEF\_ED (202208)*

“ELIGIBLE PARENT” - means the parents of the Member or Covered Spouse, regardless of age, and includes, biological parents, step-parents and adoptive parents.  
*GRLE\_05\_DEF\_EP (202208)*

“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.  
*GRLE\_05\_DEF\_HCPOA (202208)*

“LEGAL PLAN ADMINISTRATOR” - LegalEASE, its affiliates, officers, directors, employees, and/or agents, including third party organizations and their affiliates, officers, directors, employees, and/or agents, hired by LegalEASE to perform services under the Policy.  
*GRLE\_05\_DEF\_LPA (202208)*

“LIVING WILL/ HEALTH CARE OR ADVANCE DIRECTIVE” - A legal document that outlines an individual’s preferences for medical treatment and which takes effect only when the individual becomes incapacitated and can no longer express their wishes.  
*GRLE\_05\_DEF\_LW (202208)*

“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.  
*GRLE\_05\_DEF\_MEM (202208)*

“MEMBER SERVICE CENTER” - means the service location established to assist Members in making full use of the coverage.  
*GRLE\_05\_DEF\_MSC (202208)*

“NEIGHBOR” - A person whose residence is located on a property that directly abuts the property on which a Member’s residence is located.  
*GRLE\_05\_DEF\_NEI (202208)*

“NON-PARTICIPATING ATTORNEY” - means an attorney not contracted by the Legal Plan Administrator who is selected and paid by the Member to provide covered legal services up to the maximum amount shown under the Non-Participating Attorney column of the Schedule of Benefits.  
*GRLE\_05\_DEF\_NPA (202208)*

“PAID IN FULL” - means complete payment in full to a Participating Attorney for covered legal services.  
*GRLE\_05\_DEF\_PIF (202208)*

“PARTICIPATING ATTORNEY” - means an attorney contracted by the Legal Plan Administrator to provide covered legal services at the amount shown under the Participating Attorney column of the Schedule of Benefits.  
*GRLE\_05\_DEF\_PA (202208)*

“PERSONAL PROPERTY” - means any property that is not Real Property and which does not produce income.  
*GRLE\_05\_DEF\_PPROP (202208)*

“POLICY” - means the Group Legal Expense Insurance Policy and the Certificate of Coverage.  
*GRLE\_05\_DEF\_POL (202208)*

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

*GRLE\_05\_DEF\_PH (202208)*

“PRIMARY RESIDENCE” - means where an individual has resided or intends to reside for twenty-seven (27) weeks or more per year.

*GRLE\_05\_DEF\_PR (202208)*

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

*GRLE\_05\_DEF\_RP (202208)*

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

*GRLE\_05\_DEF\_WP (202208)*

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

*GRLE\_05\_DEF\_WUOC (202208)*

## COVERED SERVICES

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

*GRLE\_06\_CS (202109)*

### 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.

*GRLE\_06\_CS\_A\_000 (202109)*

#### Initial Law Office Consultation:

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

*GRLE\_06\_CS\_A\_001 (202109)*

#### Review of Simple Documents:

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

*GRLE\_06\_CS\_A\_002 (202109)*

### Miscellaneous Law Office Services

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

This benefit will cover any legal services to review and/or prepare documents, or any other service required on any legal matters not listed as a Covered Service or Exclusion.

*GRLE\_06\_CS\_B\_105 (202109)*

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

This benefit will cover any legal services to review and/or prepare documents, or any other service required on any legal matters not listed as a Covered Service or Exclusion.

*GRLE\_06\_CS\_B\_004 (202109)*



## Consumer Matters

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### Document Preparation:

Preparation of any of the following documents:

- Simple Deed (excluding those reviewed or prepared under the real estate benefit)
- Promissory Note
- Consumer Dispute Correspondence
- Installment Sales Agreement
- Simple Affidavit
- General Power of Attorney
- Lease Agreement (for the Member/Covered Family Member as a tenant only)

*GRLE\_06\_CS\_C\_210/220/230/240/250/310/320/330 (202109)*

### Consumer Dispute:

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

*GRLE\_06\_CS\_C\_360 (202109)*

### 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.

*GRLE\_06\_CS\_C\_390 (202109)*

### Construction / Renovation / Home Repair Dispute:

Consultation or representation in a dispute involving consumer goods or services related to construction or renovation or home repairs that occurred on the premises of the Member's Primary Residence. This benefit does not apply to consumer goods and services that are directly or indirectly related to a landlord/tenant dispute.

*GRLE\_06\_CS\_C\_371 (202109)*

### 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: (1) any lawsuit related to matters that are not specifically listed under the provisions of the applicable state fraud laws; (2) lawsuits normally handled on a contingent fee basis; (3) any action for or defense against a collection or related matter; or (4) matters for which the Member has or is required by law to have insurance.

*GRLE\_06\_CS\_C\_366 (202109)*

### Personal Property Protection:

Services cover counseling over the phone or in the office on any Personal Property issue, including consumer credit reports, contracts for the purchase of Personal Property, consumer credit agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is included. The benefit includes reviewing personal legal documents and preparing promissory notes, affidavits and demand letters.

*GRLE\_06\_CS\_C\_370 (202109)*

### Identity Theft Defense:

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

*GRLE\_06\_CS\_C\_395 (202109)*

## Estate Planning

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### **Will Preparation:**

Attorney shall prepare a will or codicil and discuss the legal requirements for signing the will. This benefit does not cover Complex Wills, as defined in the Definitions section.

### **Complex Will Preparation:**

Attorney shall prepare a Complex Will or codicil.

This benefit shall be limited to one Complex Will(s) prepared per year per Member/Covered Family Member.

*GRLE\_06\_CS\_D\_400/430 (202109)*

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

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

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

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

*This benefit is limited to one document/set of documents per year per Member/Covered Family Member.*

*GRLE\_06\_CS\_D\_440/450 (202109)*

### **Revocable or Irrevocable Living Trust Document:**

Preparation of a revocable or irrevocable living trust for the Member and/or Covered Spouse. 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 does not include the preparation of: a charitable or charitable remainder trust; special needs trust; tax by-pass or credit shelter trust; asset protection trust; insurance trust; qualified domestic trust (QDOT); qualified terminable interest property trust (QTIP); or blind trust.

*GRLE\_06\_CS\_D\_460 (202109)*

### **Hospital Visitation Authorization:**

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

*GRLE\_06\_CS\_D\_466 (202109)*

### **Probate of Small Estate:**

The service of an attorney for the probate of a small estate (an estate that is not subject to current state or federal estate taxation), up to the maximum as shown in Schedule of Benefits. This benefit does not apply when there are applicable state-mandated attorney fees.

*GRLE\_06\_CS\_D\_470 (202109)*

### **Veterans Benefits Appeal:**

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

*GRLE\_06\_CS\_D\_482 (202109)*

## Elder Matters

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**Elder Parent Will Preparation:**

Preparation of a Simple Will(s) for the Eligible Parent(s). The attorney will prepare the document and discuss the legal requirements for signing the will. This benefit does not cover Complex Wills, as defined in the Definitions section.

*GRLE\_06\_CS\_E\_401 (202109)*

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

Preparation of a Living Will(s)/Health Care or Advance Directive(s), as they are defined in the Definitions section, for the Eligible Parent(s). The attorney will prepare the document(s) as authorized by state law and discuss the legal requirements for signing the Living Will/Health Care or Advance Directive. The titles of the above documents may vary by state. When state law allows the information contained in any two or more of these documents to be combined into one document, then the benefit covers the preparation of only one document(s), and cannot be combined to increase the total allowed benefit.

*GRLE\_06\_CS\_E\_441 (202109)*

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

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

*GRLE\_06\_CS\_E\_311 (202109)*

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

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

*GRLE\_06\_CS\_E\_451 (202109)*

**Elder Law Matters:**

This service covers counseling the Member over the phone or in the office on any personal issues relating to the Eligible Parents as they affect the Member. This benefit includes reviewing documents of the Eligible Parents to advise the Member of the legal effect on the Member. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The benefit also includes preparing deeds involving the Eligible Parents when the Member and/or Covered Spouse is either the grantor or grantee; and preparing promissory notes involving the parents when the Member and/or Covered Spouse is either the payor or payee.

*GRLE\_06\_CS\_E\_490 (202109)*

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

The services of an attorney for the sale or purchase or refinancing of a Primary Residence. This service includes the review and/or preparation of closing documents and/or attendance by the attorney at closing in situations when it is customary for the attorney to do so. This benefit does not include services performed by or for a title company, or for an attorney acting on behalf of a lending institution. Home equity loans and the sale or purchase of unimproved or rental properties are not included. This benefit does not include any fees or costs other than those related to the attorney's review of the purchase/sale documents.

*GRLE\_06\_CS\_F\_500/530/550 (202109)*

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

The services of an attorney for the purchase, sale, or refinancing of a vacation or investment residence which is not the Primary Residence. This service includes the review and/or preparation of closing documents and/or attendance by the attorney at closing in situations when it is customary for the attorney to do so. This benefit does not include services performed by or for a title company, or for an attorney acting on behalf of a lending institution. Home equity loans and the sale or purchase of unimproved properties are not included. This benefit does not include any fees or costs other than those related to the attorney's review of the purchase/sale documents.

*GRLE\_06\_CS\_F\_515 (202109)*

**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 services performed by or for a title company, or for an attorney acting on behalf of a lending institution.

*GRLE\_06\_CS\_F\_525 (202109)*

**Property Tax Assessment:**

The services of an attorney for review and advice on a property tax assessment on a Primary Residence. This benefit includes filing the paperwork, gathering the evidence, negotiating a settlement, and attending the hearing necessary to seek a reduction of the assessment.

*GRLE\_06\_CS\_F\_570 (202109)*

**Tenant Dispute:**

Representation of the Member 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.

*GRLE\_06\_CS\_F\_560 (202109)*

**Tenant Security Deposit Dispute:**

The services of an attorney to assist the Member as a tenant in recovering a security deposit from the residential landlord for the Primary Residence; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. This benefit covers preparation for prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Member for the small claims trial. The service does not include the attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

*GRLE\_06\_CS\_F\_565 (202109)*

**Landlord Dispute with Tenant:**

This benefit covers the Member where they are a landlord, but where the regular business or livelihood of the Member is that other than a landlord, for matters involving evictions, leases, or disputes with a residential tenant. The service includes advice and representation if a lawsuit is filed up to the maximum shown on the Schedule of Benefits. 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 of Benefits and the Member will be responsible for paying all fees for any additional services required.

*GRLE\_06\_CS\_F\_580 (202109)*

**Security Deposit Dispute with Tenant:**

This benefit covers the Member where they are a landlord, but where the regular business or livelihood of the Member is that other than a landlord, in defending against the recovery of a security deposit from the Member's residential tenant for any residence owned and leased by the Member; reviewing the lease and other relevant documents; and preparing a letter to the tenant specifying what part of the deposit, if any, will not be returned. It also covers assisting the Member in defending a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Member for the small claims trial. The service does not include the

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

*GRLE\_06\_CS\_F\_581 (202109)*

**Construction Defect Dispute:**

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

*GRLE\_06\_CS\_F\_591 (202109)*

**Neighbor Dispute:**

The services of an attorney in a dispute relating to a Member's Neighbor up to the maximum shown in the Schedule of Benefits. 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 court is not covered. This benefit does not include matters involving a dispute with a condominium/homeowners'/property owners association or a housing cooperative board, or any individual in their capacity as a member of a condominium/homeowners'/property owners' association or a housing cooperative board.

*GRLE\_06\_CS\_F\_592 (202109)*

**Noise Reduction Dispute:**

The services of an attorney in a dispute relating to a Member's enjoyment of their residence, where any activity related to noise affecting the Member's enjoyment of their home is prohibited by federal, state or local law, up to the maximum shown in the Schedule of Benefits. Advice and/or preparation and assistance for a dispute filed in court is also covered, although representation in court is not covered.

*GRLE\_06\_CS\_F\_593 (202109)*

**Boundary or Title Dispute:**

Services needed to negotiate and/or litigate matters arising from boundary or Real Property title disputes involving the Member's Primary Residence or secondary or vacation residence and where coverage is not available under the Member's 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.

*GRLE\_06\_CS\_F\_594 (202109)*

**Zoning Application:**

Services needed to negotiate and/or litigate the change of zoning or variance for the Member's Primary Residence or secondary or vacation residence. This benefit applies to the Member as a plaintiff or defendant. This benefit includes research and review of the law, surveys, advising the Member, preparing applications, and preparing for and attending the hearing. This benefit does not include zoning or variance issues related to business assets or property.

*GRLE\_06\_CS\_F\_595 (202109)*

**Building Codes:**

Services needed to dispute a permit denial or defend a building code violation via civil proceedings before a municipal, county, state, or 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.

*GRLE\_06\_CS\_F\_599 (202109)*

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**Financial Matters**

**Debt Collection Defense:**

The defense of any dispute involving personal (non-business related) debt. This benefit includes correspondence, negotiating with creditors to arrange a repayment schedule, assistance in limiting

harassment by bill collectors, and negotiating settlement after a complaint is filed. This service does not include defense against execution of a court-ordered judgment or efforts to vacate or set aside a judgment.

*GRLE\_06\_CS\_G\_600/620 (202109)*

**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 correspondence, negotiating with the court or opposing party to arrange a repayment schedule, assistance in limiting harassment by bill collectors, negotiating settlement after a complaint is filed, and representation at trial, if necessary. This service does not include 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.

*GRLE\_06\_CS\_G\_621 (202109)*

**Bankruptcy:**

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

*GRLE\_06\_CS\_G\_630 (202109)*

**Foreclosure:**

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

*GRLE\_06\_CS\_G\_640 (202109)*

**Tax Audit:**

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

*GRLE\_06\_CS\_G\_650 (202109)*

**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 correspondence, negotiating with the creditor tax agency to arrange a repayment schedule, assistance in limiting harassment by bill collectors, negotiating settlement after a complaint is filed, and representation at trial, if necessary. This service does not include defense against execution of a court-ordered judgment or 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.

*GRLE\_06\_CS\_G\_651 (202109)*

**Student Loan Refinancing/Collection Defense:**

The services of an attorney up to the maximum shown in the Schedule of Benefits for a student loan refinancing or collection dispute proceeding. This benefit includes negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, all related to one or more school loans up to and including trial if necessary.

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

*GRLE\_06\_CS\_G\_625 (202109)*

**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 correspondence, negotiating with the opposing party to arrange a repayment schedule, assistance in limiting harassment by bill or property

repossession collectors, negotiating settlement after a complaint is filed, and representation at trial, if necessary. This service does not include defense against execution of a court-ordered judgment or 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

GRLE\_06\_CS\_G\_660 (202109)

## Family Matters

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

Legal representation of the Member for up to the maximum shown on the Schedule of Benefits 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: (1) services in excess of the maximum shown on the Schedule of Benefits; 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 the coverage includes contested matters and the benefit shall be in accordance with the Schedule of Benefits; or (3) services relative to post-decree representation. A contested separation, divorce or civil annulment requires more than five hours of attorney time, and involves disputed issues and requires that both parties be represented by an attorney.

*This benefit is limited to one use per case. This benefit provides coverage for multiple cases per year. This benefit applies to the Member and Covered Family Members only for actions not involving the Member as an opposing party.*

GRLE\_06\_CS\_H\_710/720/730 (202109)

### **Post-Divorce Proceedings:**

Legal representation of the Member for up to the maximum listed on the Schedule of Benefits in a contested or uncontested post-divorce proceeding. An uncontested post-divorce proceeding does not involve significant disputed issues and 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: (1) services in excess of the maximum listed on the Schedule of Benefits; the Member must pay the attorney's fee for services in excess of the maximum; (2) 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 of Benefits. A contested post-divorce proceeding requires more than five hours of attorney time, involves disputed issues and requires that both parties be represented by an attorney. This benefit includes custody, support, and alimony proceedings.

*This benefit is limited to one use per case. This benefit provides coverage for multiple cases per year. This benefit applies to the Member and Covered Spouse only for actions not involving the Member as an opposing party.*

GRLE\_06\_CS\_H\_733 (202109)

### **Domestic Partnership Agreement:**

The service covers the preparation of a domestic partnership agreement by a Member and their partner. Representation is provided only to the Member. The spouse/partner must have separate counsel or must waive representation.

GRLE\_06\_CS\_H\_735 (202109)

### **Prenuptial Agreement:**

This service covers the preparation of an agreement by a Member and their 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.

GRLE\_06\_CS\_H\_705 (202109)

**Name Change:**

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

GRLE\_06\_CS\_H\_740 (202109)

**Gender Identifier Change:**

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

GRLE\_06\_CS\_H\_742 (202109)

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

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

GRLE\_06\_CS\_H\_743 (202109)

**Surrogacy Representation:**

Legal representation up to the maximum shown in the Schedule of Benefits in a surrogacy or artificial conception where the Member/Covered Spouse is the intended parent, subject to state law. This service can be used for consultation, contract preparation and negotiation, representation in dispute resolution and court proceedings required to establish parental rights. This benefit cannot be combined with any other benefit, including adoption. This benefit does not include representation for the surrogate mother, donor or any party other than the Member/Covered Spouse. This benefit does not apply where state laws do not address surrogacy or where surrogacy is not legal.

GRLE\_06\_CS\_H\_776 (202109)

**Guardianship/Conservatorship:**

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

GRLE\_06\_CS\_H\_750 (202109)

**Government Agency/Stepparent Adoption:**

Legal representation up to the maximum shown in the Schedule of Benefits in a governmental agency or stepparent adoption. An uncontested adoption does not involve significant disputed issues. This benefit does not include: (1) contested termination of parental rights; (2) fees for a court-appointed attorney for the child; or (3) adoptions(s) made through any agency other than a governmental agency. A contested adoption requires more than five hours of attorney time and involves disputed issues. If the amount of an attorney's time for uncontested adoption exceeds the maximum shown in the Schedule of Benefits, or if the adoption becomes contested, then coverage will terminate and the Member will be responsible for any additional legal fees.

GRLE\_06\_CS\_H\_760/770 (202109)

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

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

GRLE\_06\_CS\_H\_777 (202109)

**Child Custody/Support Proceeding Involving Never-Married Parents:**

Legal representation up to the maximum shown in the Schedule of Benefits in a child custody/support proceeding. This service covers the Member only and/or Covered Family Member, when there is an issue of child custody/support of a child parented by a person with the Member/Covered Family Member, but never married to the Member/Covered Family Member. This service covers representation to obtain a support order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, representation for the opposing parent, or any paternity proceeding. If the amount of an attorney's time for an uncontested or contested child custody/support proceeding exceeds the maximum shown in the Schedule of Benefits, then coverage will terminate and the Member will be responsible for any additional legal fees.



*This benefit is limited to one use per case. This benefit provides coverage for multiple cases per year.*

*GRLE\_06\_CS\_H\_731 (202109)*

**Stalking Victim Assistance:**

This benefit covers advice and consultation, preparation of affidavits and any temporary restraining order (TRO), and review of any related documents for any who is a victim of a stalking incident(s) as defined by state law. This benefit also covers services needed to help the victim prepare for hearings. This benefit does not include representation for a Covered Family Member when it conflicts with the Member's interests.

*GRLE\_06\_CS\_H\_745 (202109)*

**Protection from Domestic Violence:**

Services needed to assist the Member in obtaining a protective order arising from a domestic violence or abuse matter, including all required paperwork and attendance at all court appearances. This benefit does not include representation in suits for damages, defense of any action, or representation of the offender. This benefit provides coverage for Covered Family Members only for matters not in conflict with the Member's and/or Covered Family Member's interest.

*GRLE\_06\_CS\_H\_746 (202109)*

**Juvenile Court Proceeding:**

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

*GRLE\_06\_CS\_H\_780 (202109)*

**School Administrative Proceeding:**

Services needed for a dependent child of a Member/Covered Family Member for consultations, and review or 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 the Member's 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.

*GRLE\_06\_CS\_H\_782 (202109)*

**Immigration Assistance:**

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents, and helping the Member prepare for hearings. This service also covers representation in the defense and/or assertion of status relating to immigration policies. This benefit also extends to the Member's Covered Family Members and non-covered family members, including the Member's parent, fiancé(e) who are attempting to become US citizens in the manner prescribed by law.

*GRLE\_06\_CS\_H\_790 (202109)*

**Parental Responsibility Matters:**

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

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

*GRLE\_06\_CS\_H\_786 (202109)*

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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: (1) any debt collection or family law matters; (2) lawsuits normally handled on a contingent fee basis; or (3) matters for which the Member has or is required by law to have insurance; 4) post judgment matters; (5) matters with criminal penalties; or (6) litigation of a job-related incident. This benefit does not include services relating to counter, third-party or cross claims.

This benefit does not include matters involving a dispute with a condominium/ homeowners'/property owners association or a housing cooperative board, or any individual in their capacity as a member of a condominium/ homeowners'/property owners' association or a housing cooperative board.

*GRLE\_06\_CS\_I\_800 (202109)*

**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.

*GRLE\_06\_CS\_I\_820 (202109)*

**Administrative Hearing Representation:**

Services needed to defend the Member from civil proceedings before a municipal, county, state, or 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.

*GRLE\_06\_CS\_I\_830 (202109)*

**Discounted Contingency Fees:**

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

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

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

*GRLE\_06\_CS\_I\_840 (202109)*

**Mediation:**

The services of an attorney for representation at a mediation. This benefit does not include the cost of the mediator's services.

*GRLE\_06\_CS\_I\_850 (202109)*

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**Criminal Defense**

**Misdemeanor Defense:**

Defense of a Member in connection with criminal misdemeanor charges (not associated with any felony charge). This benefit does not include defense of moving traffic violations. This benefit does not include juvenile matters. This benefit cannot be used for expungements of misdemeanor convictions. This benefit does not include employment related misdemeanors. This benefit does not include misdemeanors relating to a commercial driver's license. This benefit does not include adjustments to probation or parole.

*GRLE\_06\_CS\_J\_920 (202109)*

**DUI/DWI Defense:**

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

misdemeanors relating to a commercial driver's license. This benefit does not include adjustments to probation or parole.  
*GRLE\_06\_CS\_J\_923 (202109)*

## **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 court hearings, negotiation with the prosecutor, trial, and counseling and preparing Member for self-representation at any hearings if chosen. This benefit does not cover violations related to a commercial driver's license. This benefit does not apply to Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) violations/citations.  
*GRLE\_06\_CS\_K\_810 (202109)*

### **Serious Traffic Matter:**

Services related to the representation of a Member who is charged by governing authorities with moving traffic violation(s) and conviction could result in suspension or revocation of a state-issued license permitting a person to drive a motor vehicle. This benefit does not cover violations related to a commercial driver's license. This benefit does not apply to Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) violations/citations. This benefit cannot include expungements of misdemeanor convictions. This benefit does not include adjustments to probation or parole.  
*GRLE\_06\_CS\_K\_900 (202109)*

### **Administrative Proceeding:**

Services related to the representation of a Member in an administrative proceeding relating to the suspension or revocation of driving privileges. This benefit does not cover suspension or revocation of a commercial driver's license.  
*GRLE\_06\_CS\_K\_910 (202109)*

### **Habeas Corpus Proceeding:**

Services related to the representation in a Habeas Corpus proceeding.  
*GRLE\_06\_CS\_K\_922 (202109)*

### **Restraining Order Assistance:**

Services needed to obtain a temporary restraining order during regular court hours. This benefit includes consultations, review or preparation of documents. This benefit applies only to the Member and/or Covered Family Members for actions not involving the Member or other Covered Family Members as an opposing party.  
*GRLE\_06\_CS\_K\_926 (202109)*

## **OBTAINING BENEFITS**

### **Claim for Benefits**

1. Members should call the Member Service Center to confirm the potentially applicable benefit(s) prior to consulting with any attorney. The Member/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 a Member/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 within fifteen (15) days of notice. 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 of Benefits.
3. The Member must remain enrolled and continue to pay premium hereunder for services to be requested.
4. Upon completion of a Covered Service, the Member/Covered Family Member may be required by the Participating Attorney to sign a confirmation of completion. Failure to sign the confirmation may result in denial of the claim and the Member/Covered Family Member will be responsible for all legal fees.
5. If the Member/Covered Family Member pays for pre-authorized services provided by a Non-Participating Attorney, the Member must submit a reimbursement form (provided by Member Service Center) accompanied by an original itemized bill, proof of payment and supporting documentation sufficient to demonstrate the work completed in the matter within sixty (60) days after incurring the legal fees. Benefits provided are subject to the maximum as shown in the Schedule of Benefits.
6. Payment by Us for Covered Services does not preclude the attorney (whether Participating or Non-Participating) from seeking and recovering attorney's fees from an opposing party, where authorized by law, court rule, or contract, at the attorney's customary or prevailing rate. If the Member/Covered Family Member receives reimbursement of attorney's fees, then the Member/Covered Family Member agrees to reimburse Us for payments issued.

#### **Disputes Between Members or Covered Family Members**

In the event that the Member and their Covered Family Member(s) are involved as adversaries in a dispute that is a Covered Service, only the Member will be covered.

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

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

GRLE\_07\_OB (202109)

## **EXCLUSIONS**

The following benefits are excluded:

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

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

Matters relating to: securities, trademark or patent matters; business or commercial interests, including, but not limited to, professional, partnership and/or corporate matters; matters arising out of a Member/Covered Family Member's role as an officer or director of an organization; matters involving the law or laws of jurisdictions other than the United States and its territories except as specifically described under Covered Services; any matters involving a government (domestic or foreign) entity or agency except as specifically described under Covered Services; farm related issues; matters involving

commercial or rental property transactions, including the purchase, sale or lease of investment or income-producing property. A multi-family residence, whether or not used by the Member/Covered Family Member as their Primary Residence, is deemed an investment or income-producing property.

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

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

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

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

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

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

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

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

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

GRLE\_08\_EXCL (202109)

## **GENERAL PROVISIONS**

### **Attorney-Client Relationship**

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

The Member/Covered Family 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.

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

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

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

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

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

#### **Legal Terminology**

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

#### **Secondary Coverage**

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

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

Coverage provided 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 remit premium when due, subject to the statutory grace period.

Coverage provided to a Covered Family Member of a Member shall terminate at time family member ceases to qualify as a Covered Family Member as defined in the Definitions section.

Coverage provided to an Eligible Parent of a Member shall terminate at time family member ceases to qualify as an Eligible Parent 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 the Member/Covered Family Member has intentionally concealed or misrepresented any material fact or circumstances or been involved in any illegal activity related to the Policy or claim. We will not provide coverage if doing so would be in violation of any United States economic or trade sanction.

#### **Portability**

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

#### **Waiver of Premium**

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

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

#### **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.