

# **VIRGINIA SURETY COMPANY, INC.**

**Home Office: 175 Jackson Blvd., Chicago, IL 60604**

**Administrative Office: 5850 San Felipe, Suite 600**

**Houston, TX 77057 ♦ 888-416-4313**

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

**POLICYHOLDER NAME AND ADDRESS:**

Ross Department Stores, Inc.  
5130 Hacienda Drive  
Dublin, CA 94568

**POLICY NO.**            *To be provided upon policy issuance*

**MEMBER:**            [Jane Doe]

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

**EFFECTIVE DATE:**   [Start Date]

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 Policy.

To pay the benefits summarized herein and described more fully in the Certificate of Coverage. The Group Policy is delivered in California, and shall be governed by the laws thereof.

The Group Policy will be administered on behalf of Virginia Surety Company, Inc. and LegalEASE.

Secretary

President

**Schedule of Benefits**

<i>Coverage</i>	<i>Maximum Benefits</i>	
	<i>Participating Attorney</i>	<i>Non-Participating Attorney</i>
<b><u>Advice and Consultation</u></b>		
• LegalEASE Helpline	Paid in Full	N/A
• Initial Law Office Consultation (one hour per calendar quarter)	Paid in Full	\$60/consultation
• Review of Simple Documents Up to 6 pages	Paid in Full	\$60
• Financial and Tax Helpline	Paid in Full	N/A
<b><u>Miscellaneous Law Office Services</u></b>		
	25% discount off of attorney's hourly rate	N/A
<b><u>Consumer Matters</u></b>		
• Document Preparation		
Simple Deed	Paid in Full	\$60
Promissory Note	Paid in Full	\$60
Consumer Dispute Correspondence	Paid in Full	\$60
Installment Sales Agreement	Paid in Full	\$60
Simple Affidavit	Paid in Full	\$60
General Power of Attorney	Paid in Full	\$60/document
• Family Member	Paid in Full	\$60/Family Member document
Lease Agreement – <i>Tenant Only</i>	Paid in Full	\$60
Time Share Agreement	Paid in Full	\$60
• Consumer Dispute	Paid in Full	\$120
• Small Claims Court Representation	2 Hours	\$120
<b><u>Will, Codicil, Power of Attorney, and Probate</u></b>		
• Will or Codicil for Member	Paid in Full	\$90/document
Spouse	Paid in Full	\$90
Family Member	\$90 per Will	N/A
Complex Will	25% discount	N/A
• Living Will and/or Health Care Power of Attorney	Paid in Full	\$40
Family Member	Paid in Full	\$40
• Probate of Small Estate	2 Hours	\$120
<b><u>Residential Matters</u></b>		
• Purchase of primary residence including document preparation and closing*	Paid in Full	\$420
• Sale of primary residence*	Paid in Full	\$420
• Landlord/tenant disputes	\$2,000 maximum Subject to Managed Case Rules**	\$2,000 maximum Subject to Managed Case Rules**

\* Six month waiting period following the Effective Date  
GIPL 00 VSC005 00 0101

## **Financial Matters**

- |                                   |   |   |
|-----------------------------------|---|---|
| • Debt Collection Defense         |   |   |
| Pre-litigation defense activities | Paid in Full                                    | \$120   |
| Trial defense                     | \$700 maximum Subject to Managed Case Rules**   | \$480 maximum Subject to Managed Case Rules**   |
| • Tax Audits*                     | \$2,000 maximum Subject to Managed Case Rules** | \$2,000 maximum Subject to Managed Case Rules** |

\* Six month waiting period following the Effective Date

## **Family Law**

- |   |              |       |
|---|--------------|-------|
| • Name Change                               | Paid in Full | \$200 |
| • Guardianship/Conservatorship              | Paid in Full | \$400 |
| • Uncontested Governmental Agency Adoptions | Paid in Full | \$300 |
| • Stepparent Adoptions                      | Paid in Full | \$300 |
| • Juvenile Court Proceedings                | Paid in Full | \$375 |

## **Civil Litigation Defense\***

	Paid in Full	\$2,000 maximum Subject to Managed Case Rules**
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\* Six month waiting period required following the Effective Date

## **Criminal Defense**

- |   |   |   |
|---|---|---|
| Traffic Defense (resulting in suspension or revocation of license)        | Paid in Full                                    | \$300   |
| Administrative proceeding (regarding suspension or revocation of license) | Paid in Full                                    | \$360   |
| Misdemeanor defense   | \$2,000 maximum Subject to Managed Case Rules** | \$2,000 maximum Subject to Managed Case Rules** |

\*\* Managed Case Rules require the following:

1. Member and/or Family Member must secure a confirmation letter from the Member Services 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 Family Member.

## ***DEFINITIONS***

**“PLAN” ATTORNEY** - means an attorney associated with a private law firm, who is licensed to practice law in the Member’s state. These attorneys have been contracted to provide legal advice and simple service by telephone to Members.

**“ADMINISTRATOR”** - means LegalPlans USA LLC; or its subsidiary.

**“MEMBER SERVICES CENTER”** - means the service location established to help make full use of the certificate benefits.

**“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; the Member owns a business that will continue in operation after death; the Member wants to put restrictions on what heirs may do with the property; 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; the Member thinks that someone will challenge the will; and/or the Member wants to exclude any lawful dependents.

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

**“FAMILY MEMBER”** - means the Member’s lawful spouse and children. Eligible Family Members are the Member’s spouse and Member’s unmarried dependent children, including stepchild, legally adopted child, child placed in the home for adoption and foster child, 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.

**“MEMBER”** - refers to the individual who is associated with the Policyholder and who has paid or a premium has been paid on their behalf and who meets the eligibility requirements for Covered Services.

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

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

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

**“PLAN SPONSOR”** - means an organization other than the Policyholder or the Member’s employer which makes coverage hereunder available.

**“POLICYHOLDER”** - means the organization to which a group policy has been issued.

**“WE”, “US”, “OUR” AND “COMPANY”** - means the name of the underwriter indicated on the face page.

## ***COVERED SERVICES***

In consideration of payment and receipt by Us of the applicable premium, all Covered Services are available to a Member and the Member’s spouse and eligible dependents. Except as noted below, the following Covered Services are provided to the Member when the Member uses a Participating Attorney. The Schedule of Benefits chart shows the reimbursement schedule when the Member uses a Non-Participating Attorney.

### **Advice and Consultation**

#### **LegalEASE Helpline:**

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

#### **Financial and Tax Helpline:**

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

### **Initial Law Office Consultation**

Up to the maximum as shown in the Schedule of Benefits for office consultations with a Participating Attorney on any personal legal problem, civil or criminal, except those specifically excluded. See Miscellaneous Law Office Services.

### **Miscellaneous Law Office Services**

Benefits not specifically covered or excluded hereunder to be provided at an amount shown in the Schedule of Benefits.

*This benefit is limited to one use per year and is subject to Managed Case Rules.*

### **Review of Simple Document**

The Plan 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 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.

### **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, general power of attorney, lease agreement (tenant only), time share agreement, and simple affidavit.

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

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

### **Small Claims Court Representation**

Consultation and/or representation for a consumer dispute filed in small claims court.

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

### **Will and Codicil Preparation**

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

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

**Complex Will Preparation:** Plan Attorney shall prepare a complex will or codicil for Member or Family Member at a discounted fee paid directly to the attorney as shown in the Schedule of Benefits.

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

Preparation of living will and/or health care power of attorney for Member and/or 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/her self.

*This benefit 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 Benefits.

### **Real Estate Sale, Purchase 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 benefit does not include services performed by or for a title company, or for an attorney acting on behalf of a lending institution. Home equity loans and the sale or purchase of unimproved or rental properties are not included.

*This benefit is limited to one closing per year and is subject to a waiting period, if any, as shown in the Schedule of Benefits.*

### **Landlord/Tenant Disputes**

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

*This benefit is limited to one use per year and is subject to Managed Case Rules.*

### **Debt Collection Defense**

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

*This benefit is limited to one use per year. Trial defense benefit is subject to Managed Case Rules.*

### **Tax Audits**

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 benefit does not include a defense against criminal charges nor the defense of civil tax litigation in any tax court.

*This benefit is limited to one use per year and is subject to a waiting period, if any, as shown in the Schedule of Benefits. This benefit is subject to Managed Case Rules.*

### **Name Change**

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

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

### **Guardianship/Conservatorship**

Services required to establish a Member and/or Family Member as the guardian(s) or conservator(s) of another. This benefit does not include contested matters.

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

### **Uncontested Adoption**

Legal representation for a Member and/or Family Member of up to five (5) hours in an uncontested governmental agency or stepparent adoption. An uncontested adoption does not involve significant disputed issues. This benefit does not include: (1) contested termination of parental rights; (2) fees for a court-appointed attorney for the child; or (3) adoptions(s) made through any agency other than a governmental agency. A contested adoption requires more than five (5) hours of attorney time and involves disputed issues. If the amount of an attorney's times for uncontested adoption exceeds five (5) hours, or if the adoption becomes contested, coverage will terminate and the Member and/or Family Member will be responsible for any additional legal fees.

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

### **Juvenile Court Matters**

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

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

### **Civil Litigation Defense**

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

*This benefit is limited to one use per year and is subject to a waiting period, if any, as shown in the Schedule of Benefits. This benefit is subject to the Managed Case Rules.*

### **Traffic Defense**

Services related to the representation of a Member and/or 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 Family Member's drivers' license.

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

### **Administrative Proceeding**

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

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

### **Misdemeanor Defense**

Defense of a Member and/or Family 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 is limited to one use per year. This benefit is subject to Managed Case Rules.*

## ***OBTAINING BENEFITS***

### **Telephone Advice and Consultation on Legal and Financial Matters**

Consultation by toll-free telephone with an attorney. Services are available during normal business hours. Calls can relate to any personal legal matter, civil or criminal, except those specifically excluded herein.

Financial and Tax Helpline:

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

### **Claim for Benefits**

1. Members must call the Member Services Center to confirm eligibility and coverage prior to consulting with any attorney. The Member Services Center will assign a Participating Attorney to provide services relative to the matter. Failure to notify the Member Services Center within thirty (30) days following consultation with an attorney may result in a denial of benefits.
2. To obtain benefits under the Managed Case Rules:

Members and/or Family Member must secure a confirmation letter from the Member Services 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 Family Member.

3. Members actively receiving services must remain enrolled and continue to pay premium hereunder. All benefits will be subject to subrogation and coordination of benefit rules.
4. Upon completion of a Covered Service, the Member and/or Family Member will be required by the Participating Attorney to sign a confirmation of completion.
5. If the Member and/or Family Member pays for pre-authorized services provided by a Non-Participating Attorney, the Member must submit a reimbursement form (provided by Member Services Center) accompanied by an original itemized bill within sixty (60) days after incurring the legal fees. Benefits provided to the Member and/or Family Member for Covered Services are subject to the maximum as shown in the Schedule of Benefits.

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

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

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

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

### ***EXCLUSIONS***

The following benefits are excluded:

Appellate court proceedings, class actions, interventions, 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 and Canada; any matters involving a government (domestic or foreign) entity or agency; farm related issues; matters involving commercial or rental property transactions, including the purchase, sale or lease of investment or income-producing property. A 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 which 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, judgements, 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 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 of the group policy; Administrator or its subsidiaries; Policyholder; Member's employer; Virginia Surety Company, Inc. its 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 group policy / Certificate of Coverage.

Except regarding LegalEASE Helpline and Financial and Tax Helpline services, benefits will not be provided in connection with pre-existing matters, which includes any matter where the Member and/or Family Member is on notice as to a pending legal dispute or has previously contacted an attorney.

## ***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.

Member shall authorize Participating Attorney to provide the Administrator with anonymous statistical reports on the number and type of services provided to Member.

By using legal services benefits for which are provided, the Members agree that neither We, nor the Policyholder, nor any other person involved in the marketing or administration of the group 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 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 Services Center and notify the representative of his/her intention to use a Non-Participating Attorney for a Covered Service. The Member Services Center will send the Member a claim form to request reimbursement. The Member's reimbursement will be based on the reimbursement schedule as shown in the Schedule of Benefits.

### **Legal Terminology**

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

### **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 prorata premium refund will be made in accordance with the insurance laws of the Policyholder's state.

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

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

- a. Cancellation or termination of the group policy;
- b. If applicable, the Member fails to re-enroll;
- c. The Member is no longer associated with Policyholder; or
- d. The Member fails to remit premium when due, subject to the statutory grace period.

Coverage provided to 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 be an eligible Family Member of the Member's coverage.

When coverage for a Member and/or Family Member terminates and a matter is unresolved when coverage terminated, then any further legal work between said Member and/or Family Member and the Plan Attorney shall be outside the scope and coverage of the group policy / Certificate of Coverage. The Plan Attorney shall not be obligated to provide any benefits 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 Family Member and the attorney. If such an agreement is not entered into, then the Plan Attorney may withdraw from any further representation in accordance with applicable law and State Bar standards.

#### **Arbitration**

The issuance of this coverage takes place in and substantially affects interstate commerce. Any dispute, controversy, or cause of action by the Policyholder and its Members arising out of or relating in any way to, this insurance, or to the sale or solicitation of this insurance, shall be settled by arbitration under the provision of the Federal Arbitration Act, 9 U.S.C., section 1, et seq. Such arbitration shall be governed by the rules of the American Arbitration Association. The arbitration shall be conducted at our home office or such other location as We and the Policyholder/Member agree. The arbitration panel shall consist of three arbitrators, one selected by Us, one selected by the Policyholder/Member and one selected by the arbitrators previously selected.

If We, a Policyholder/Member, or a third party have any dispute that is directly or indirectly related to a dispute governed by this arbitration provision, the Policyholder/Member and We agree to consolidate all such disputes.

The arbitration shall be binding upon the Policyholder/Member and Us. Any award may not be set aside in later litigation except upon the limited circumstances set forth in the Federal Arbitration Act. The Policyholder/Member and We give up the right to seek remedies in Court, including the right to a jury trial. Judgment upon the award rendered may be entered in any Court having jurisdiction thereof. The arbitration expenses shall be borne by the losing party or in such proportion as the arbitrators shall decide.

#### **Conform to Statute**

Any terms of the group policy / Certificate of Coverage which are in conflict with the statutes of the jurisdiction where issued, are amended to conform to the statutes.