



# LegalShield Plan Overview

## Accessing Your Provider Law Firm

To receive legal services, you can call your dedicated provider law firm directly. If you have questions about your plan or accessing your provider law firm, you may contact Member Services at 1-888-807-0407 from 7:00 a.m. – 7:00 p.m. CT, Monday-Friday.

## Who is Covered

The participant (employee); participant's spouse; dependent children up to the age of 26.

Parents of the participant and/or participant's spouse are also eligible for advice, consultation and document review for covered personal legal matters and can receive the services available to them through the Elder Care Services of this Plan. Services include preparation of a simple will and a Physicians/Medical Directive.

## What Services Are Covered

The LegalShield plan includes the following covered services:

### Advice and Consultation Services

#### Phone Consultation

This service covers toll-free phone consultations to discuss any personal legal matter.

#### Legal Research

This service covers legal research on any personal legal matter.

#### Office Visits

This service covers office visits with the provider law firm to discuss a personal legal matter. Office visits are available at an agreed appointment time.

#### Demand Letter or Phone Call

A phone call or a letter to a third party may be made by the provider law firm if it will further assist in the resolution of the personal legal matter.

## **Document Services**

### **Document Review**

This service covers review of any personal legal document, such as letters, leases, or purchase agreements.

### **Affidavits**

This service covers advice, consultation, preparation, and review of documents for an affidavit. The covered person must be the affiant.

## **Family and Domestic Related Services**

### **Name Change**

This service covers advice, consultation, preparation of documents and pleadings and representation at court hearings for a legal name change for a covered person. Preparation of any required publication notice and any governmental documentation such as fingerprints and criminal history checks are not part of this service.

### **Adoption and Paternity (Contested or Uncontested)**

This service covers advice, consultation, document review and representation for an adoption of a minor in the United States for the participant or spouse. This service covers advice, document review and representation for a legal determination of paternity in the United States for the participant or spouse. Preparation of any required publication notice or any governmental documentation such as fingerprints and criminal history checks are not part of this service.

### **Guardianship/Conservatorship**

This service covers advice, consultation, preparation and review of documents for the creation of a new guardianship or conservatorship over a person or estate. The named guardian or conservator must be the participant and/or participant's spouse. This service includes obtaining permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, preparing the initial accounting, and representation in guardianship appointment proceedings.

### **Juvenile Matters**

This service covers advice, consultation, preparation and review of documents, and representation of a covered person in juvenile matters, unless there is a conflict of interest between the participant and the dependent child. In the event of a conflict, or where the court requires separate counsel for the child, This service provides a lawyer for the participant only. Matters in which a juvenile is charged as an adult are not part of this service.

### **Protection from Domestic Violence**

This service covers advice, consultation, preparation and review of documents and representation of the covered person when he or she seeks to be protected by a victim protection order.

### **Incompetency Defense**

This service covers advice, consultation, preparation and review of documents and representation when the participant or spouse are the subject of a civil competency determination.

### **Elder Care Issues**

This service covers advice, consultation, and review of documents for the participant, spouse and/or the parents of the participant and/or spouse (including Medicare, Medicaid, Social Security Benefits, Veterans Affairs, prescription plans, nursing home agreements, powers of attorney, Living Wills and Wills). The provider law firm will prepare a simple Will, Powers of Attorney and Physicians/Medical Directive for the participant's parents and/or the parents of the spouse. This service also covers preparation of a deed involving the parent or in-law's primary residence when the participant and/or spouse are either the grantor or grantee. In addition, the provider law firm will prepare a promissory note involving the parents or in-laws when the participant or spouse are the payor or payee. This service does not cover trusts, family matters or court representation of the parents of the participant or spouse.

### **Immigration Assistance**

This service covers advice, consultation, preparation of affidavits and powers of attorney, review of immigration documents and help to prepare for hearings in immigration related matters.

### **Reproductive Assistance**

This service provides advice, consultation, and document review for the participant on reproductive matters, including surrogacy, egg donation, sperm donation, gamete donation, embryo donation and embryo adoption. Representation is available at a 25% discount from provider attorney's standard hourly rate.

### **Prenuptial Agreements**

This service covers advice, consultation preparation, negotiation and review of documents when the covered person needs a prenuptial agreement.

### **Post-Nuptial Agreements/Domestic Partnership Agreements**

This service covers, advice, consultation, preparation, negotiation, and review of documents when the covered person needs a post-nuptial agreement.

### **Gender Identifier Change**

This service covers advice, consultation, preparation of affidavits, powers of attorney and review of any government forms or documents concerning a gender identifier change. The covered person will also receive defense of administrative hearings concerning an adverse governmental action before a local, municipal, county, state, or federal administrative board, agency or commission.

### **Civil and Social Discrimination**

This service covers advice, consultation and review of documents for the covered person when a victim of differential treatment based on civil and/or social characteristics including age, disability, ethnicity, gender, marital status, national origin, race, religion or sexual orientation. Defense of an adverse governmental action before a local, municipal, county, state, or federal administrative board, agency or commission is covered. Representation as a plaintiff is available at a 25% discount from the provider law firm's hourly rate.

### **Bullying Protection**

This service covers advice, consultation, document review and letter preparation on behalf of the covered person when a victim of bullying. Bullying is defined as an ongoing aggressive and unwanted behavior for the purpose of this service. Additionally, this service provides defense in administrative hearings for the covered person.

## **Home Services**

### **Sale or Purchase of Home**

This service covers advice, consultation, preparation, and review of documents (including the construction documents for a new home, the purchase agreement, mortgage, and deed), relating to the purchase or sale of a primary or secondary residence or property to be used for building a primary or secondary residence by the covered person. The service also includes attendance of a lawyer at closing if customary. The service includes review of and advice on an abstract, preliminary title reports or a title opinion, and matters necessary for clearance of title or for the sale or purchase of a primary or secondary home. The cost of title insurance is not included. The service does not include leases with option to buy or services or documents provided by a lawyer representing a lending institution or title company.

### **Mortgage Document Services**

This service covers advice, consultation, preparation and review of documents for any residential mortgage documents of the covered person for their primary or secondary home. They must be the mortgagor, borrower, or buyer. Mortgage document services include representation of the covered person in connection with a real estate closing if customary. The service includes review of and advice on an abstract, preliminary title reports or a title opinion, and matters necessary for clearance of title or for the sale or purchase of a primary or secondary home. The cost of title insurance is not included. The service does not include services provided by a lawyer representing a lending institution or title company.

### **Home Equity Loan Services**

This service covers advice, consultation, preparation and review of documents for any home equity loan of the covered person for their primary or secondary home. He or she must be the mortgagor, borrower or buyer.

### **Deeds**

This service covers advice, consultation, preparation and review of documents related to real property deeds, when the covered person is purchasing or selling a primary or secondary home.

### **Refinancing of Home**

This service covers advice, consultation, preparation and review of documents for any refinance loan of the covered person for their primary or secondary home. He or she must be the mortgagor, borrower, or buyer. This service does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment, or income purpose. The service does not include services provided by a lawyer representing a lending institution or title company.

### **Foreclosure**

This service covers advice, consultation, preparation and review of documents and representation for the covered person in a court proceeding for foreclosure of their primary or secondary home. He or she must be the defendant.

### **Mineral Rights Assistance**

This service covers advice, consultation and review of documents concerning a gas or oil lease for the covered persons primary or secondary residence and any property purchased with the intent to develop for personal use.

### **Boundary or Title Disputes**

This service covers advice, consultation, preparation and review of documents and representation for the covered person as a defendant in a boundary, title dispute, mechanics lien or eminent domain proceeding involving their primary or secondary residence. This service is not available when coverage is available under his/her homeowner or title insurance policies.

### **Easements**

This service covers advice, consultation, preparation and review of documents and representation for the covered person as a defendant in a dispute related to an easement connected to their primary residence.

### **Property Tax Assessments**

This service covers advice, consultation, preparation and review of documents and representation for the covered person in a legal proceeding concerning property tax assessments and property valuations related to his or her primary residence. This includes filing required paperwork, gathering evidence, and negotiating a settlement.

### **Zoning Applications**

This service covers advice, consultation, preparation and review of documents and representation for the covered person before a zoning authority for a personal zoning application for a primary residence.

### **Eviction and Tenant Problems (Primary Residence - Tenant Only)**

This service covers advice, consultation, preparation and review of documents and representation for any covered person, 18 years of age or older, arising out of a residential lease. This includes security deposits, leases, disputes with a landlord, and property damage claims. The covered person must be the defendant. It does not include representation in disputes with other tenants.

### **Security Deposit Recovery (Tenant Only)**

This service covers advice, consultation, preparation and review of documents and write letters for any covered person, 18 years of age or older, to recover a security deposit from a residential landlord for the primary residence. It also covers assistance for the covered person in prosecuting a small claims action; helping prepare documents; advising on evidence, documentation, and witnesses; and preparing the covered person for the small claims trial. The service does not include the provider law firm's attendance or representation at a trial, collection activities after judgment, or any services relating to post-judgment actions or appeals.

## **Finance**

### **Identity Theft**

This service covers advice, consultation and review of documents regarding potential creditor actions against the covered persons resulting from identity theft. This includes the provider law firm's legal services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft, such as foreclosure, repossession, or garnishment, up to and including trial, if necessary. The service also provides the covered person information about identity theft and protection.

### **Repossession**

This service covers advice, consultation, preparation and review of documents and representation for the covered person in a legal proceeding for repossession of their personal property. He or she must be the defendant.

### **Garnishment**

This service covers advice, consultation, preparation and review of documents and representation for the covered persons for their wage or earnings garnishment. He or she must be the defendant.

### **Habeas Corpus**

This service covers the covered person for the preparation of all paperwork needed, and attendance at the hearing to pursue a habeas corpus proceeding to obtain the release of a covered person who is being unlawfully imprisoned.

### **Consumer Bankruptcy**

This service covers advice, consultation, preparation and filing, review of documents and representation for the covered person as a debtor in a consumer bankruptcy. This service is not available if a creditor is affiliated with the sponsor or employer, even if the employee or spouse chooses to reaffirm that specific debt.

### **Promissory Notes**

This service covers advice, consultation, preparation and review of documents related to a promissory note for a covered person.

### **Collection Letters**

This service covers advice, consultation, review of documents and preparation of letters on behalf of the covered person to collect on amounts payable to them for personal collection matters.

### **Consumer Protection**

This service covers advice, consultation, preparation and review of documents and representation of the covered person in court in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include representation for construction, real estate, insurance matters or collection activities after a judgement.

### **Consumer Credit Services**

This service covers advice, consultation, review of the covered person's credit report for possible errors, and file credit disputes with the credit bureaus for the covered person to help remove derogatory information negatively impacting credit.

**Personal Property Protection**

This service covers advice, consultation and review of documents regarding the covered person's personal property matters such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements.

**Small Claims Assistance**

This service covers advice, consultation, preparation and review of documents and representation for the covered person, as a defendant, in a court proceeding for matters involving an appearance in small claims court. The service provides advice and document review for matters where he or she is the plaintiff.

**Civil Litigation**

This service covers advice, consultation, preparation and review of documents and representation for the covered person in defense of an adverse governmental action before a local, municipal, county, state, or federal administrative board, agency, or commission.

**Administrative Hearing**

This service covers advice, consultation, preparation and review of documents and representation for the participant and/or participant's spouse in defense of an adverse governmental action before a local, municipal, county, state, or federal administrative board, agency or commission.

**Personal Injury Matters**

The provider law firm may handle personal injury matters for any covered person on a contingency fee or other agreed upon basis when he or she is the plaintiff.

**Tax Audit and Collection Services**

This service covers advice, consultation and representation of the covered person when notified in writing by any federal, state, or local taxing authority of an audit, investigation, or exam of his or her tax return. These services include a written request to appear at the offices of a federal, state, or local taxing authority about his or her tax return. Garnishments, attachments, appeals, or any other post judgment relief actions are not covered. Trust returns, business or corporate tax returns, payroll and related returns are not covered. Charges of tax fraud or income tax evasion are not covered. This service does not include prosecuting a claim for the return of overpaid taxes or the preparing of any tax returns.

## **Will and Estate Planning Services**

### **Wills and Codicils**

This service covers preparation of a Will or Codicil for any covered person. Estate tax planning is not included. These services do not include the distribution of any assets outside of the United States.

### **Living Will or Physician's Directive**

A Directive to Physician or Living Will can be prepared for the covered person.

### **Trusts**

This service covers advice, consultation, preparation, and review of documents related to a revocable or irrevocable living trust in which the covered persons are the settlor. This service does not include tax advice, financial planning, or estate tax planning.

### **Power of Attorney**

This service covers a Power of Attorney for any covered person who are the principal.

### **Probate**

This service covers advice, consultation and review of documents for the probate of a Will. The covered person must be the named executor. In accordance with applicable law and court rules, the provider law firm will provide coverage for probate matters at a 25% discount. All fees, court costs and the retainer fee is the responsibility of the covered person.

## **Motor Vehicle Services**

### **Moving Traffic Violations**

This service covers advice, consultation, negotiation, review of documents and representation of the covered person in court for all misdemeanor and non-criminal moving traffic violations.

### **Suspended Driver's License Assistance**

When a driver's license has been suspended or revoked for any reason by the issuing authority the provider law firm will advise and represent the covered person. In this situation, a right to appeal must be provided by statute.

### **Reinstatement**

The provider law firm will provide legal assistance to reinstate or maintain a driver's license due to job related matters or medical reasons.

### **Motor Vehicle Property Damage**

This service covers assistance up to, but not including the filing of a lawsuit to collect all property damage claims. These services are for property damage incurred due to a vehicle, owned by a covered person, being struck by any motor vehicle.

## **Additional Benefits**

### **24/7 Emergency Access**

This service covers toll-free access to the provider law firm on a 24-hour a day basis for the following emergencies, when the participant is: 1) detained by law enforcement; 2) seriously injured in an accident; or 3) served with a search warrant. Call the toll-free emergency number at 1-877-825-3797 to speak with Customer Care, who will connect the participant with the provider law firm. Phone access is subject to conditions set by the detaining or questioning authority, which may keep the provider law firm from speaking with the participant. Any other service is available 8:30 a.m. - 5:00 p.m.



## **25% Discount**

For all personal legal matters that are not fully covered by this Plan, the covered person may be eligible for services at a 25% discount off the provider law firm's standard hourly rate. This does not apply to contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the provider law firm. The 25% discount is available except in those instances listed in General Provision F of this Plan.

## **Mobile App**

The participant can directly call their provider law firm, as well as upload traffic tickets and other legal documents directly to the provider law firm through the LegalShield mobile app.

## **All Services are a part of and are subject to the General Provisions of this Plan.**

### SECTION III – GENERAL PROVISIONS AND EXCLUSIONS

A. Entire Agreement: This Contract is the entire agreement between the Participant and the Company.

B. Availability of Services: A covered person is entitled to the services outlined in this Contract only to the extent such services are available and permitted by the laws of the state having jurisdiction over the legal matter.

C. Provider Law Firm's Professional Judgment: It is in the sole discretion of the provider law firm to determine whether claims or defenses, pertaining to any matter under this Contract, are frivolous or otherwise unmeritorious, including decisions to take any contingency case, appeal any judgment, or appeal any decision. The provider law firm reserves the right to make independent professional judgments about the provision of any services under this Contract. The Company will in no way influence or attempt to affect the rendering of professional services by the provider law firm.

D. Attorney-Client Contract and Representation: Any payment of additional costs or payment of a retainer to the provider law firm to cover reasonable anticipated legal services not covered by the Contract, shall be subject to the terms of an attorney-client contract. The Company is not a party to this attorney-client contract. This attorney-client contract is to be agreed upon by the covered person and the provider law firm prior to the time services are rendered. Any retainer and/or additional costs to be incurred shall be at the sole discretion of the provider law firm. When applicable, eligibility for receipt of services under the Contract is contingent upon payment of such retainers and additional costs prior to commencement of legal representation. The provider law firm has no duty or relationship under this Contract beyond the specified services.

E. Geographical Area of Coverage: This Contract only provides for services in the 50 states of the United States, except where prohibited.

F. General Exclusions: The following items are specifically excluded from this Contract, are not eligible for the 25% Discount, and shall not be interpreted as included services under any provision of the Contract:

1. Any matter involving any covered person which arises as a result of business matters or interests (regardless of the form of the entity), including but not limited to:
  - a. Ownership, management, or association with a business, partnership, corporate entity, or trust.
  - b. Any income producing property or venture regardless of the full-time or part-time nature.
2. The payment of fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, and any out-of-pocket expenses.
3. Any matter involving a person or entity who starts or takes part in a lawsuit against the Company or any of its subsidiaries or affiliates, or any matter involving a person or entity that is named as a defendant or respondent in a lawsuit started by the Company or any of its subsidiaries or affiliates, shall be specifically excluded from receiving any of the services of this Contract, during the pendency of such lawsuit or until its resolution.
4. Any matter, issue, consultation, action, proceeding, or dispute between the covered person and the provider law firm or the covered person and the Company or the covered person and the Employer.
5. Any matter which the provider law firm determines is resolved or has been raised an unreasonable number of times without substantial change of circumstance.
6. Any matters which are covered by any insurance policy or any other legal service plan.
7. Any matters related to Native or First American tribes and tribal governments including but not limited to legal issues before

federal, tribal, and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges, or officers.

8. 8. Employment-related matters, including Employer or statutory benefits.
9. Matters relating to patent, trademark, and copyright.
10. Any matter if the covered person is representing or preparing to represent themselves pro se.
11. Matters for which an attorney-client relationship existed prior to the covered person becoming eligible for Plan benefits.

G. Discount Benefit for non-covered services. The following services are not covered by the plan; however, the 25% Discount Service may apply after the Advice and Consultation services have been provided for the following, but not limited to:

1. Class actions, amicus curiae filings or interventions.
2. Attachments, collections, appeals or any other post-judgment relief action.
3. Counter claims, cross claims, and third-party claims.
4. Matters where the Participant is acting on behalf of, or representing another party (for example: executor, administrator, guardian, trustee) except where specifically provided otherwise.
5. Matters in which the Participant is a Plaintiff or Claimant, except where specifically provided otherwise.
6. Matters relating to family law, except as specifically provided under Family and Domestic Related services, including litigation related to prenuptial agreements.
7. Matters relating to bankruptcy law, except as specifically provided under Finance services.
8. Abstract, preliminary title reports or a title opinion.
9. Any matter resulting in criminal penalties, felony charges or it is alleged that the Participant is under the influence of or impaired (DUI/DWI) from using alcohol, intoxicants, medicines whether prescribed or not, controlled substances or chemicals.
10. Any matter related to charges that Participant is driving without a valid driver's license or statutorily required insurance.
11. Any ongoing hearings or actions that must be filed in a different court for reconsideration or review.
12. Any matter that arises while driving a Commercial Vehicle.
13. Responsive affidavits and accounting proceedings in guardianship matters.
14. Representation of the Participant in a hearing or proceeding on immigration matters.
15. Representation of a Participant in a probate matter.

H. Conflict for Services: For any matter where a conflict arises between a Participant and a covered person, only the Participant is entitled to services.

I. Duplication of Coverage: A covered person may not secure services from the provider law firm for the same matter under more than one contract and is not entitled to the services of more than one provider law firm on the same matter.

J. Examination Right: The Participant shall have 10 days after delivery to examine the Contract. If the Participant is not satisfied with it for any reason, the Participant may send written notice requesting the Contract be rescinded and their Participantship fee refunded. The Participant may deliver written notice of rescission of the Contract to the Company or the agent through whom it was bought. The Company will void the Contract from the beginning and the parties shall be in the same position as if this Contract had not been issued.

K. Cancellation or Non-renewal of Contract: The Company may cancel this Contract for misrepresentation or fraud. The Company may cancel this Contract if the provider law firm determines that access to and necessary interaction with the Participant is severely limited. The Company may cancel this Contract if the provider law firm determines that the Participant is unable, unwilling, or incapable of accepting or understanding legal advice and services. The Company will provide written notice to the Participant of any such cancellation. The Company may cancel this Contract for non-payment of Participantship fees by providing written notice to the Participant 10 days prior to the cancellation date. If the Company cancels the Contract, services will only be provided for those events reported in writing to the provider law firm during the Eligibility Period.

The Participant may cancel the Contract at any time by giving written notice to the Company.

The Participant has the right to be reimbursed by the Company the unused part of the Participantship fees paid for this Contract. The total refund will be calculated on a pro-rata basis over the payment period. Enrollment fees are earned when paid and will not be refunded should the Participant cancel this Contract.

All services will automatically cease at the end of the Eligibility Period.

The Company may, at its option, non-renew this Contract by providing written notice to the Participant.

L. Reinstatement Procedure: If the Company cancels this Contract for nonpayment of premium or the Contract lapses for nonpayment of premium the Participant may request the Contract be reinstated. The Participant must request the reinstatement within 45 days of the cancellation or lapse and confirm that no events have occurred for which services will be requested. A reinstatement fee may apply.

M. Change of Contract: No change in the Contract shall be valid until approved by an officer of the Company and added via endorsement or supplement to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions.

N. Duty to Report Changes: Any correspondence relating to this Contract will be sent to the Participant using the Participant's contact information on file with the Company. The Participant shall report to the Company all changes to their contact information within 30 days of a change via the Company Contact Information below. Should you move to a new state, your Participantship Contract and provider law firm may switch based on your new state of residence.

O. Contact Information: Any correspondence relating to this Contract to the Company should be sent to Attn: Participant Service at One Pre-Paid Way, Ada, OK 74820, [participantervice@legalshield.com](mailto:participantervice@legalshield.com) or (800)654-7757.

P. Settlement of Disputes: All disputes or claims relating to the Company; this Contract; any Company products or services; any claims or causes of action between any covered person, the Company and any of the Company's officers, directors, employees, or affiliates, whether in tort or contract; shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association. If agreed upon, the covered person and the Company may use other processes to settle the disputes or claims. Any covered person that files a claim or counterclaim against the Company or any of its officers, directors, employees, or affiliates may only participate in arbitration on an individual basis and not with any other participant or as part of a class action.

Q. Severability: If any provision of this Contract is deemed invalid or unenforceable in any respect, such provision shall be, to the extent possible, reformed to make it effective. If any provision is deemed invalid and incapable of being reformed, it shall not change the validity and enforceability of all other provisions of this Contract, which shall remain valid and enforceable.

R. Subrogation: If the Company or provider law firm makes a payment under this Contract and the person to or for whom payment was made has a right to recover damages from another, the Company or provider law firm shall be subrogated to that right.

S. Release of Information: If a covered person files a complaint with the Company about a provider law firm and requests help, the covered person authorizes the provider law firm to share to the Company all communications between the covered person and the provider law firm that are relevant to the complaint. A covered person should contact Participant Services at 1-800-654-7757 with a complaint. A written release may be required by the provider law firm prior to the disclosure of any communications between the covered person and the provider law firm.

T. Adequate and Timely Notice: The failure by the covered person to timely send to the provider law firm adequate facts, necessary documents, authorizations, or act per the instructions of provider law firm shall make any obligation of the provider law firm to provide the services null and void.

U. Prevailing Language: The English language version of this Contract shall be controlling in all respects and shall prevail in case of any inconsistencies with translated versions, if any.