



U.S.A. Legal Services, Inc.

**The Family Defender®
Group Legal Services Family Policy of Insurance**

U.S.A. Legal Services, Inc.
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**The Family Defender®
Group Legal Services Family Policy of Insurance**

This is a **Policy** of group legal services insurance. In return for the payment of the fees listed on **Declarations Page**, **Insureds** will have access to a **Policy Attorney** for the **Covered Legal Services** described in this **Policy**. The **Policy Attorneys** are designated by the **Administrator**.

The **Covered Legal Services** described under this **Policy** are only available if **You** and the **Insureds** agree to comply with all terms and conditions.

As used in this **Policy**, defined terms will have the meaning specified whenever they appear with capitalization. The plural use of a term defined in the singular form will share the same meaning.

Administrative services under this **Policy** are provided by U.S. Legal Services®.

The following is an outline of the content of this **Policy**.

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Section I – Definitions

“**Address**”: The location shown on the **Declarations Page**.

“**Administrator**”: Refers to U.S. Legal Services®.

“**Attorney**”: A person licensed to practice law in his or her state and authorized to perform legal functions.

“**Attorney Fee**”: The **Reasonable and Customary Amounts** billed by an **Attorney**. This will be for time spent providing services.

“**Certificate**”: Document issued to each **Participating Employee** outlining coverage.

“**Covered Legal Services**”: Services listed in Section III – Schedule of Coverage and not excluded.

“**Declarations Page**”: Document issued to the **Policy Holder** that discloses information pertinent to the coverage promised.

“**Effective Date**”: At 12:01 a.m. EST., the date this **Policy** takes effect.

“**Eligible Employees**”: Anyone employed by the **Policy Holder**.

“**Insured**”: Each of the following:

- (a) A **Participating Employee**.
- (b) A **Participating Employee’s** spouse.
- (c) The unmarried dependent children of either the **Participating Employee** or the **Participating Employee’s** spouse under the age of 19 who reside in the household of a **Participating Employee**.

- (d) The unmarried dependent children of either the **Participating Employee** or the **Participating Employee's** spouse under the age of 23 if a full time student.

“Legal Issue”: A disagreement between the **Insured** and any other person or entity regarding legal rights with respect to personal or business activities.

“Out of Network Benefit”: The amount paid to the **Insured** for reimbursement when contracting with an **Attorney** other than a **Policy Attorney**.

“Participating Employee”: An employee of the **Policy Holder** that has enrolled, paid and possesses a valid **Certificate**.

“Participation Fee”: The charge paid to be a **Participating Employee**.

“Policy”: Group Legal Services Family **Policy** of Insurance.

“Policy Attorney”: A law firm or **Attorney** contracted by the **Administrator**.

“Policy Holder”: The person or entity to whom the **Policy** is issued and whose legal name appears in the **Declarations Page**.

“Policy Year”: The 12-month period between the **Policy's** anniversary dates, based on the **Policy's Effective Date**.

“Pre-existing”: Taking place prior to the **Effective Date** of the **Policy**.

“Reasonable and Customary Amount”: The number of hours or dollars required for performing like services in like conditions.

“Trial”: A judicial examination and determination of issues between parties to action.

“We”, “Us”, and “Our”: Refer to U.S. Legal Services®.

“You” and “Your”: Refer to the **Policy Holder**.

Section II – General Policy Information

Policy Participation

You must offer the coverage to all the **Eligible Employees**. The coverage must be offered at least once in each **Policy** term. The **Eligible Employees** who choose to participate agree to do so for the full **Policy** term. They will be automatically enrolled in subsequent years unless they elect not to. Persons who become **Eligible Employees** during the **Policy** term will be offered enrollment for the remainder of the **Policy** term.

You must provide **Us** with a list of **Participating Employees**.

Certificates

We will provide a **Certificate** to **Participating Employees**.

Participation Fees

This **Policy** is a group **Policy** that requires that **You** remit the **Participation Fees** on behalf of **Participating Employees**. **You** must remit the **Participation Fees** to **Us**. **Participation Fees** must be remitted as set forth in the **Declarations Page**.

You may request in writing to change the frequency of payment. Any change in the frequency of payment must be approved by **Us** in writing.

Grace Period

You will have a Grace Period of thirty-one (31) days to remit all fees as set forth in the **Declarations Page**. During the Grace Period, this **Policy** will continue in effect. If the fees remain unpaid at the end of the Grace Period, this **Policy** will terminate. Termination will be effective at 12:01 a.m. on the thirty-second day following the due date for which fees remain unpaid. In any case, **You** will remain liable for the prorated portion of all fees for the period this **Policy** is in effect.

Attorney Selection

Insureds may request to be assigned to a **Policy Attorney** of their choosing, provided that the **Policy Attorney** is open to accept the case.

Section III – Schedule of Coverage (See Section IV – Limitations and Exclusions)

Insureds will have access to the following services from **Policy Attorneys** as so designated in the **Participating Employee’s Certificate** where not specifically excluded:

A. Advice and Consultation:

1. **Office and Telephone Consultation:** This service gives the opportunity to discuss with a **Policy Attorney** personal legal problems. The **Policy Attorney** will explain the **Insured’s** rights under the law, point out his or her options and recommend a course of action. If representation is recommended, but is not covered, the **Policy Attorney** will provide a written fee statement in advance. The **Insured** may choose whether to retain the **Policy Attorney** at his or her own expense, seek outside counsel, or do nothing.
[Out of Network Benefit: \$50 per consultation]

B. Consumer-Seller Protection:

1. **Consumer Protection Matters:** This service covers the **Insured** as Plaintiff for representation. Includes **Trial****, in disputes over consumer goods and services. It covers correspondence, filing of suit, ending in settlement or judgment and **Trial****, if needed.
[Out of Network Benefit: \$100]**
2. **Personal Property Protection:** This service covers counseling of the **Insured** on a personal property issue. It covers correspondence, filing of suit, ending in settlement or judgment and **Trial****, if needed. [Out of Network Benefit: \$750]**

- C. **Personal Injury/Contingency Fee:** This service includes auto accidents, medical malpractice and similar causes of action. In the event the **Policy Attorney** assumes responsibility over a matter where the recovery of legal fees is provided by statute, by contract, contingent or otherwise, or by the nature of the claim, any **Attorney Fees** recovered shall be the property of the **Policy Attorney**. If the case is one which is to be handled according to contingent contract, the first \$1,000 shall be exempt from any fee. The **Policy Attorney** will represent the **Insured** under a contingent fee arrangement where the contingent fee cannot exceed 25% of the net recovery if resolved before or after **Trial****, or cannot exceed 30% of the net recovery if resolved only after appeal. Net recovery and Contingency fee terms will be defined by the **Attorney Fee** agreement between the **Policy Attorney** and the **Insured**. If such fees are controlled by Federal or State Statute, the terms of the statutes shall control.

D. Criminal Matters:

1. **Misdemeanor Defense:** This service covers representation of **Insureds** in defense of criminal misdemeanor charge(s) including first offense DUI/DWI. Representation includes court hearings, and disposition through **Trial****. [Out of Network Benefit: \$300]**
2. **Habeas Corpus:** This service covers the **Insured** of all the preparation of all paperwork needed. Includes attendance at the hearing to pursue a habeas corpus proceeding to obtain

the release of an **Insured** who is being unlawfully imprisoned. **[Out of Network Benefit: \$500]****

E. Domestic Violence:

1. **Domestic Violence Defense:** This service covers representation for **Insureds** in defense of domestic violence charge(s). Representation includes court hearings, injunction hearings, restraining orders, and disposition where the **Insured** is the defendant. **[Out of Network Benefit: \$300]****

F. Civil Lawsuits:

1. **Administrative Hearing Representation:** This service covers the **Insured** in defense of civil proceedings or adverse government action before a municipal, county, or state administrative board, agency or commission only.
2. **Civil Actions as Plaintiff:** Representation of an **Insured** up to and including **Trial**** for personal civil cases when case is determined to be a legitimate cause of action and is not a frivolous case as determined by the **Policy Attorney** and is further subject to the provisions and conditions in paragraph "C" above. **[Out of Network Benefit: \$750]****
3. **Civil Actions as Defendant:** Representation of an **Insured** as a named defendant in a personal civil action including representation through **Trial****. **[Out of Network Benefit: \$750]****

G. Document Preparation and Review:

1. **Demand Letters:** This service covers the preparation of letters that demand money, property or other personal interest of the **Insured**.
2. **Document Review:** This service covers the review of any personal legal document of the **Insured**.

This service covers the preparation of personal legal documents including:

3. **Prenuptial Agreement.**
 4. **Quit Claim Deed.**
 5. **Personal Affidavit.**
 6. **Promissory Note.**
 7. **Bill of Sale.**
 8. **Personal Contract.**
 9. **Lessee Agreement.**
- [Out of Network Benefit: \$30]****

H. Estate Planning Documents:

1. **Estate Planning:** The **Policy Attorney** will provide consultation and advice concerning the planning of the **Insured's** estate. **[Out of Network Benefit: \$50]**
2. **Living Wills:** This service covers the preparation of a living will for the **Insured**. **[Out of Network Benefit: \$25]**
3. **Powers of Attorney:** This service covers the preparation of any power of **Attorney** when the **Insured** is granting the power. **[Out of Network Benefit: \$25]**
4. **Wills and Codicils (including Simple Support Trust for Minor Children):** This service covers the preparation of a simple will for the **Insured**. The creation of a simple testamentary trust is covered. This benefit includes the preparation of codicils and will amendments. **[Out of Network Benefit: Individual Will \$100; Husband/Wife Will \$125; Codicil \$50]**
5. **Estate Administration:** Assistance in administering the **Insured's** estate. Includes the applicable property transfers and court appearances. This benefit specifically excludes services for which **Attorney Fees** are collectable from the **Insured's** estate. **[Out of Network Benefit: \$275]****

I. Family Law: Representation for the **Participating Employee or Spouse for family law matters including:**

1. **Divorce (Contested and Uncontested).**
2. **Child Support.**

3. **Child Custody.**
 4. **Spousal Support.**
 5. **Equitable Distribution of Marital Assets.**
 6. **Modification Actions.**
 7. **Enforcement Actions.**
 8. **Annulments.**
 9. **Paternity Action.**
[Out of Network Benefit: \$600]***
- J. Adoption and Legitimization:** This service covers all legal services and court work in a state court for adoption and/or Legitimization of a child for the **Participating Employee** and/or spouse. Includes reformation of a birth certificate. [Out of Network Benefit: Uncontested \$300; Contested \$600]***
- K. Guardianship or Conservatorship:** This service covers establishing an uncontested guardianship or conservatorship over a person and his or her estate when the **Insured** is appointed guardian or conservator. This does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting. [Out of Network Benefit: Uncontested \$200]***
- L. Name Change:** This service covers the **Insured** for all needed pleadings and court hearings for a legal name change. Limited to one per year per **Insured**. [Out of Network Benefit: \$200]***
- M. Insurance Law:** Representation in disputes between an **Insured** and an **Insured's** insurance company regarding the non-payment of claims for losses incurred by the **Insured**. [Out of Network Benefit: \$100]***
- N. Real Estate Transactions:** This service covers the review or preparation, by a **Policy Attorney** representing the **Insured**, of all relevant documents (including the documents for a new home, the purchase agreement, mortgage and deed), which are involved in the purchase or sale of the **Insured's** primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of a **Policy Attorney** at closing. It does not include services provided by any **Attorney** representing a lending institution or title company. [Out of Network Benefit: Sale of Primary Residence \$200; Purchase of Primary Residence \$200; Refinance of Primary Residence \$50]***
- O. Landlord/Tenant Law:** Legal Disputes as a tenant with the landlord involving the occupancy of **Insured's** primary residence. Includes eviction defense. [Out of Network Benefit: \$100]***
- P. Traffic Violations:** Representation for non-criminal moving traffic violations which carry points. [Out of Network Benefit: \$100]***
- Q. Financial Matters:**
1. **Debt Collection Defense:** This benefit provides the **Insureds** with a **Policy Attorney's** services to limit creditor harassment. Provides representation in defense of any action for personal debt collection, foreclosure of homestead, and determining head of household in garnishment suit.** [Out of Network Benefit: \$750]***
 2. **Personal Bankruptcy:** This service covers the **Participating Employee** and spouse in personal non-business Bankruptcy. Includes initial advice through filing of a Chapter 7 Final Report or Confirmation of a Chapter 13 Plan. This service is not available if the creditor is affiliated with the **Policy Holder** or spouse chooses to reaffirm that specific debt. This service is not convertible. [Out of Network Benefit: \$400]***
- R. Juvenile Matters:**
Juvenile Court Defense: This service covers the defense of an **Insured** in any juvenile court matter.** [Out of Network Benefit: \$400]***.

S. Immigration:

1. **Visa Extensions:** Defined as application for extension of an existing visa where the **Insured** is eligible for said extensions. **[Out of Network Benefit: \$350]****
2. **Naturalization:** Defined as advice, consultation, preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services. **[Out of Network Benefit: \$350]****
3. **Deportation (Now Known as Removal):** Appearance before the U.S. Immigration Court to provide **Insureds** with Defense of Removal actions and/or applications for Relief from Removal before the Immigration Judge. **[Out of Network Benefit: \$350]****
4. **All Immigration Matters Not Listed Above:** All other immigration matters to be provided to **Insureds** at 33 1/3% off **Policy Attorney's** hourly rate or fees.

T. Business Law: Preparation of legal documents for formation of one corporation, partnership or other business entity per year per **Policy**. **[Out of Network Benefit: \$100]****

U. All Other Legal Matters: Except as provided herein above or excluded herein below, **Policy Attorneys** will provide legal representation for all other limited, **Pre-existing** or non-covered legal matters at 33 1/3% off their normal rates or fees.

****Trial Indemnity Benefits:** \$50 per hour up to \$600 and **Trial** time (\$200 per 1/2 day for **Trial** time) up to \$15,000.

*****Out of Network Benefit:** \$50 per hour up to amount stated in **Policy**.

Section IV – Limitations and Exclusions**1. Limitations**

Policy Attorneys will provide legal representation for 33 1/3% off their normal rates or fees if any of the following are present:

- A. Legal matters under coverages for Family Law (where the **Insured** is the petitioner), Foreclosure and Bankruptcy during the first 120 days from the **Effective Date**.
- B. Legal matters under coverages for Family Law that have exceeded twelve (12) hours per event or exceeded twelve (12) hours during a **Policy Year**.
- C. Coverage for a DUI/DWI that is not the **Insureds'** first DUI/DWI offense.
- D. Preparing, completing, or filing of a federal, state, or local tax return, tax law, or tax planning for wills and/or trusts.
- E. Felony crimes.
- F. Interventions and amicus curiae.
- G. Appellate proceedings of any nature.
- H. Duplication of services previously claimed in relation to the same matter.
- I. Legal proceeding in which the **Insured** is entitled to legal representation or reimbursement for the costs thereof from any source other than this **Policy** or another legal expense **Policy**.
- J. Legal services received or contracted for prior to the **Effective Date**. Legal incident occurring prior to the **Effective Date**.

- K. Legal representation regarding any matter arising out of or in connection with any business venture or investment matter. Includes trademark, patent or copyright matters, except as specifically covered under this **Policy**. Legal services which ordinarily would be deductible under the Internal Revenue Code as a business expense. Includes but is not limited to, legal services rendered to the **Insured** relative to income-producing property, including commercial or residential rental property transactions where the **Insured** is the owner and/or landlord of such property; or business transactions; or farm transactions; or like transactions.
- L. Legal services pertaining to timeshares, vacation property, or refinancing of a second home.
- M. Non-court ordered depositions and arbitrations.
- N. Reinstatement of the **Insured's** license after knowingly driving on a suspended license and/or representation on a violation received for knowingly driving on a suspended license.
- O. Negotiations for any matters described in Section III herein that have exceeded two (2) hours, excluding paragraph I.
- P. Legal services for post-judgment matters other than those described in Section III paragraph I herein.
- Q. Legal services for camera initiated violations referred to as a red light ticket. Toll violations, parking tickets, sound violations, equipment violations, window tinting violations and any other such non-pointable violations.

2. **Exclusions**

We will not provide legal representation for the following circumstances:

- A. Coverage in Federal Courts of the United States except for Personal Bankruptcy and Immigration provided herein.
- B. Actions or disputes between the **Insured** and the **Policy Holder** or the **Policy Holder's** insurance carrier, unions, policy underwriter or any other party not covered.
- C. Class action lawsuits.
- D. Fines, penalties, court-ordered payments of **Attorney Fees**, court costs, service of process fees, travel, clerical, postage, and any other costs and expenses not specified under Section III.
- E. Any action, dispute or proceeding against **Our** interest, or that of **Our** affiliated companies, the underwriter(s) of the **Policy**, or any of **Our** or their agents, **Policy Attorneys**.
- F. Legal services for the benefit of any person other than an **Insured**.
- G. Legal services for the **Insured(s)** other than the **Participating Employee** against the interests of another **Insured** under this **Policy**.
- H. Except as provided for in this **Policy**, a matter arising out of or in connection with the **Insured's** employment, past or present. Includes but is not limited to disputes between the **Insured** and the **Policy Holder**, the **Insured** and fellow employees, the **Insured** and the **Insured's** union, the **Insured** and the **Insured's** labor/management trust fund or pension fund, workers' compensation matters, and unemployment compensation matters.

Section V – Effective Date, Renewal, Cancellation

A. Cancellation

This **Policy** is effective upon the **Effective Date**, and will renew automatically on its anniversary without further notice and will continue to renew thereafter, unless one of the following is met:

1. Written notification of cancellation is Received by **Us**: (i) within 30 days of the **Effective Date**, or (ii) after 30 days from the **Effective Date**, together with any unpaid administration fees.
2. **We** provide **You** with 30 days' written notice of cancellation.
3. **You** don't pay **Us** promptly.

Section VI – Other Conditions

A. Entire Agreement

This **Policy** comprises the entire agreement between **You** and **Us**. It includes the **Policy** form, **Declarations Page** and any endorsements. No one other than **Our** duly elected officers are authorized to modify or add to any other terms of this **Policy**.

B. Attorney Independence

Policy Attorneys are not **Our** agents or employees. **We** are not liable to **You** or an **Insured** for an act, failure to act or omission of a **Policy Attorney** or any other **Attorney**. **We** will not interfere with the **Attorney** and client relationship between the **Insured's** and their **Policy Attorney**. In the event **You** or an **Insured** is not satisfied with a **Policy Attorney** or a **Policy Attorney** performs or omits an act which may give rise to a claim for malpractice, **Your** and the **Insured's** sole recourse will be against the **Policy Attorney** handling the case. Nothing in this **Policy** shall be deemed to interfere with the Bar Association's or the court's right to discipline **Attorney(s)**.

C. Dispute Resolution

If a dispute arises between **You** and **Us**, all parties agree to use their best efforts to resolve such dispute amicably. If **We** cannot reach a resolution, this dispute will be submitted to an arbitration board composed of three **Attorneys** practicing in the same bar circuit as **Your Address**. **You** will choose one **Attorney**. **We** will choose a second **Attorney**. The two **Attorneys** so chosen by **You** and **Us** will select the third **Attorney**. The decision of the majority of the three **Attorneys** will be binding on all parties. Expenses of arbitration will be shared equally. Each party will be responsible for their own **Attorney Fees**.

The dispute resolution process described here will not be allowed to infringe upon the **Attorney-client** relationship between **Policy Attorneys** and their **Insured** clients.

D. Claims Processing Consent

You and the **Insured** agree to allow the **Policy Attorney** to provide information to **Us**. This includes the frequency and general nature of a contact the **Insureds** may have with them for the purpose of processing a claim. They will not be asked to provide any details of these contacts. They will be asked to provide the date, time, and general nature of the contact, the time spent, the outcome, and any other information needed for **Us** to determine the extent of coverage.

E. Other Insurance, Subrogation, Transfer of Rights of Recovery Against Others to Us

If an **Insured** is entitled to receive services or reimbursement for services from any other person, plan, organization, or could be as a matter of agreement or law (e.g. auto or homeowners insurance), **We** will pay benefits under this **Policy** only to the extent they are in excess of other plans or policies.

In the event of any payment in this **Policy**, **We** will be entitled to the **Insured's** rights of recovery against any person or organization. The **Insured** agrees to assign all rights of recovery to **Us**. If an assignment is sought, **You** and the **Insured** must cooperate with **Us** to secure such rights.

F. Administrative Rules

We reserve the right to adopt rules adding and applying administration of the **Policy**. We will inform **You** of these rules if **You** ask **Us**. We cannot enforce a rule that conflicts with the terms of this **Policy**.

G. Attorney Discretion

Attorneys shall have the obligation to decline the representation of any **Insured** where the matter presented is deemed by the **Attorney** to be frivolous, false, or without merit. Likewise, if a conflict has developed between **Attorney** and covered **Insured(s)** to the extent that **Attorney** cannot in good faith or pursuant to the Code of Professional Responsibility continue to represent said covered **Insured(s)**.

H. Out of Network Claims

If an **Insured** wants to obtain legal services for a **Covered Legal Service** from an **Attorney** other than a **Policy Attorney** and utilize the **Out of Network Benefit**, the **Insured** must contact **Us** first. **Insureds** must send **Us** a completed claim form and itemized billing within ninety (90) days of the date of service, whether the matter is concluded or on-going, or reimbursement for **Covered Legal Services** will be denied. This means the **Insured** should send interim statements no less than every ninety (90) days.

I. Policy Conformed to Statute

Any provision of this **Policy** that is in conflict with a state statute or rule is hereby amended to conform to that statute or rule.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-12**

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The definition of Insured, Subsection (d) is modified as follows:

The age of the unmarried dependent children is changed from 23 to 26. In addition, the dependent does not have to be a full time student.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-15**

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following coverage is added to the Policy:

IRS Audit Protection: Legal services involving Internal Revenue Service (IRS) Audits for which You receive written notice while Your Certificate of Insurance is in effect and which related to Your personal tax return. Professional services may be provided by any licensed Public Accountant, CPA or Attorney. **[Out of Network Benefit: \$400]****