



# 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. The Participant and Covered Person will receive the services as outlined in this plan. The services will be provided by lawyers appointed by the Company, who are licensed lawyers (referred to as the Provider Law Firm). All requests for Services must be directed to the Provider Law Firm in your state of residence. For legal matters that arise within the United States and outside your state of residence, the Provider Law Firm may assign a lawyer who is licensed in the appropriate jurisdiction.

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## Who is Covered

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

Parents of the participant and/or participant's spouse/domestic partner 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 will and a Physicians/Medical Directive.

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## What Services Are Covered

The LegalShield plan includes the following covered services:

# Advice and Consultation

## **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.

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## **Legal Research**

This service covers legal research on any personal legal matter.

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## **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.

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## **Phone Consultation**

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

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# Document Services

## **Affidavits**

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

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## **Document Review**

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

# Family

## **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 covered person. 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.

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## **Administrative Hearing**

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.

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## **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.

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## **Child Custody (Contested or Uncontested)**

This service covers advice, consultation, preparation, document review and court representation up to 30 hours on post-decree matters related to child custody and for suit of ownership of an egg/sperm/embryo for when the participant is the plaintiff or defendant. This service is available for the participant only.

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## **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.

### **Divorce (Contested or Uncontested)**

This service covers advice, consultation, preparation, document review and court representation of up to 30 hours for the participant's contested divorce, separation, or annulment. If the divorce, separation, or annulment is uncontested and all issues are agreed upon in writing by the parties, the lawyer's time is paid in full. This service is available for the participant only.

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### **Elder Care Matters**

This service covers advice, consultation, and review of documents for the participant, spouse or the parents of the participant 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 or complex Will, including a testamentary trust, Powers of Attorney and Physicians/Medical Directive for the participant's parents or the parents of the spouse. This service also covers preparation of a deed involving the parents when the participant or spouse is either the grantor or grantee; and preparation of promissory notes involving the parents when the participant or spouse is the payor or payee. This service does not cover trusts, family matters or court representation of the parents of the participant or spouse.

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### **Enforcement and Modification of a Support Order (Contested or Uncontested)**

This service covers advice, consultation, preparation and review of documents and attendance at all hearings for the enforcement or modification of a support order, including child support and support alimony, even if the matter is contested. In addition, the service includes enforcement and modification of parental visitation with a minor child. These services are only for the post-decree matters described above and may only be used if available in the participant's state of residence. The participant will receive a total of 30 hours of assistance for this service, which is available to the participant only.

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### **Gender Rights**

This service covers the review of government forms, and preparation of affidavits and powers of attorney concerning a gender identifier change, including updates to estate planning documents for the covered person. This service also covers advice, consultation and document review for gender verification, eligibility, and restrictions of athletic and other school related programs.

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### **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 or 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.

### **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.

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### **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.

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### **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.

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### **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.

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### **Pet Protection**

This service covers advice, consultation and review of documents for the covered person related to pet legal rights including animal bites, emotional support animal registration, HOA requirements, landlord/tenant issues, pet custody and debt collection matters such as veterinary bills.

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### **Postnuptial Agreements/Domestic Partnership Agreements**

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

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### **Prenuptial Agreements**

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

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### **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.

### **Reproductive Matters**

This service provides advice, consultation, review of documents and preparation of documents for the participant or spouse on reproductive matters, including surrogacy, egg donation, sperm donation, gamete donation, embryo donation and embryo adoption. Representation for custody of suit of ownership of an egg/sperm/embryo when the participant or spouse is the plaintiff or defendant is also covered.

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## **Home**

### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

### **Mineral Rights Assistance**

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

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### **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.

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### **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 evaluations related to his or her primary residence. This includes filing required paperwork, gathering evidence, and negotiating a settlement.

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### **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.

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### **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.

### **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.

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### **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.

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## **Finance**

### **Civil Litigation**

This service covers advice, consultation, preparation and review of documents, and representation for the Covered Person in arbitration proceedings or civil proceedings before a local, municipal, county, state, or a federal trial court of general jurisdiction. He or she must be the defendant. The Service provides advice and document review for matters where the Covered Persons are the plaintiff.

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### **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.

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### **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.

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### **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.



### **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 judgment.

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### **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.

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### **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.

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### **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.

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### **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.

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### **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.

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### **Promissory Notes**

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

### **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.

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### **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.

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### **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.

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## **Will and Estate Planning**

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

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

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### **Power of Attorneys**

This service covers a Power of Attorney for any Covered Person who are the principal. A Durable Power of Attorney is included in this service.

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### **Probate**

This service covers advice, consultation and review of documents for the probate of a Will. To receive this service the covered person must be the named executor. Advice, consultation and document review is also provided for all covered persons concerning beneficiary rights, funeral arrangement documents, debt collection and other related estate matters. 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.

### **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 also covers special needs trusts for the participant or spouse's dependent children. This service does not include tax advice, financial planning, estate tax planning or services associated with funding a trust after it's created.

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### **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.

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## **Motor Vehicle**

### **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.

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### **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.

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### **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.

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### **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.

# Additional Benefits

## **24/7 Emergency Legal 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.

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## **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.

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## **Free Legal Forms**

Participants have access to online legal forms that focus on many of today's most common legal concerns.

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## **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. A desktop version of the mobile app is also available.

# Service General Provisions and Definitions

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 Plan, 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 Plan 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 Plan beyond the specified services.

E. Geographical Area of Coverage: This Plan 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 Plan, are not eligible for the 25% Discount, and shall not be interpreted as included services under any provision of the Plan:

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 Plan, 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.

## LegalShield Covered Services

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. 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.

## LegalShield Covered Services

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

The Participant may cancel this Plan through their employer and according to their employers guidelines. Any Participant paying for the Plan by personal credit card or bank account may contact customer service @ 1-888-807-0407 from 7:00 a.m. - 7:00 p.m. CT, Monday-Friday.

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

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

K. Reinstatement Procedure: If the Company cancels this Plan for nonpayment of premium or the Plan lapses for nonpayment of premium the Participant may request the Plan 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.

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

M. Duty to Report Changes: Any correspondence relating to this Plan 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 Membership Plan could change and your provider law firm will change to your new state of residence.

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

## LegalShield Covered Services

O. Settlement of Disputes: All disputes or claims relating to the Company; this Plan; 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.

P. Severability: If any provision of this Plan 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 Plan, which shall remain valid and enforceable.

Q. Subrogation: If the Company or provider law firm makes a payment under this Plan 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.

R. 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.

S. 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.

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



# Definitions

A. Commercial Vehicle: A Commercial Vehicle is any motor vehicle being driven by a Covered Person for commercial or income-producing purposes.

B. Company: Shall refer to LegalShield.

C. Contract: This legal service contract, (referred to as "Plan" throughout the contract) which includes any endorsements or supplements, between the Company and the Member.

D. Covered Person: Shall include:

The Employee ("Member" or Participant"). If the employee chooses family coverage, the following are also entitled to benefits, unless provided otherwise in the Plan:

The Member's Spouse (referred to as "Spouse" throughout the Plan).

Any dependent children of the Member, or Spouse, under 26 years of age.

Children under 18 years of age for whom the Member, or the Member's Spouse, is the legal guardian.

Any Dependent, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions.

E. Consumer Credit Issue: Credit issues of a personal nature relating directly to the Covered Person including, but not limited to, credit reporting matters and debt issues.

F. Dependent: The natural or adopted child of the Member, or Member's Spouse, unless otherwise stated in this Plan.

G. Detained: Being restrained, searched, or deprived of instant freedom by a Law Enforcement Officer.

H. Effective Date: Effective Date is the start date of the Plan.

I. Eligibility Period: The period that starts on the Effective Date of the Plan and ends on the date the Plan is terminated, cancelled, nonrenewed, or expires.

J. Law Enforcement Officer: Any agent of any federal, state, or local law enforcement agency acting in the course and scope of such person's employment. This includes any private security personnel acting in the course and scope of his or her employment.

K. Licensed Motor Vehicle: A vehicle, which is properly licensed, insured, registered, and inspected. The vehicle must have safe operating equipment. A Commercial Vehicle is not included in the definition of a Licensed Motor Vehicle.

L. Member: The person to whom this Plan is issued, who shall be a natural person. The Member must be a citizen or legal resident of the country in which this Plan is issued.

M. Member's Spouse: The legal spouse or domestic partner of the Member as allowed by the Member's employer.

N. Membership Year: The period starting on the Effective Date of the Plan and ending one year after.

O. Pre-Trial Time: Provider Law Firm time rendered prior to the date of jury selection, or prior to the date of opening statements if a non-jury trial.

P. Provider Law Firm: The Provider Law Firm is a lawyer or law firm who has contracted with the Company to provide the Services in this Plan in the Member's primary state of residence. The Provider Law Firm or the Company, under certain circumstances, may refer matters to a referral lawyer (a "Referral Law Firm"). Referral Law Firm and Provider Law Firm may be collectively referred to in this Plan as the Provider Law Firm.

Q. Services: The legal services outlined under the title What Services Are Covered, unless otherwise excluded by this Plan.

R. Standard Hourly Rate: The hourly rate charged by the Provider Law Firm to non-Covered Persons for a certain legal service.

S. Trial Time: Provider Law Firm time rendered starting with the date of jury selection, or the date of opening statements if a non-jury trial, and ending on the date of the verdict, bench decision or other conclusion.

T. Uncontested: All issues are agreed upon by both parties and where legal counsel does not represent the Member, the Member's Spouse, or any other Covered Person. Both parties must agree on all issues in writing without assistance from the Provider Law Firm.

U. Contested: Issues cannot be agreed upon by all parties and the Member or the Member's Spouse are represented by legal counsel in a judicial proceeding to challenge or defend against an adverse position.