

**TEXAS LEGAL PROTECTION PLAN, INC.**  
**d/b/a TEXAS LEGAL**  
**7500 Rialto Blvd**  
**Building One, Suite 120**  
**Austin, Texas 78735**

GROUP LEGAL SERVICES

PREFERRED PLAN

**Certificate of Coverage**

**TEXAS LEGAL PROTECTION PLAN, INC.  
d/b/a TEXAS LEGAL  
7500 Rialto Blvd  
Building One, Suite 120  
Austin, Texas 78735**

Dear Named Participant:

We are pleased to welcome you as a Participant under a Master Policy of group legal services issued to the Master Policyholder by Texas Legal Protection Plan, Inc. ("Texas Legal" or "We," "Our," or "Us"), and as a beneficiary of related services from Texas Legal.

This is your Certificate of Coverage ("Certificate") and a summary of that which is found in the Master Policy. Read it carefully. It is evidence that you are entitled to benefits specified in the Master Policy, and it generally outlines those benefits and the terms and conditions under which they are available. The actual Master Policy under which Texas Legal agrees to provide related services is on file with the Master Policyholder, and is the controlling agreement if there is an inconsistency with this Certificate.

Texas Legal has established a panel of Participating Attorneys, who will provide the legal services covered by the Master Policy. Texas Legal monitors the Master Policy to make sure it is operating effectively. The Master Policy is administered by specialists in the Group Legal Services division. They will help you conveniently and efficiently use your new program of legal protection.

Your benefits are effective at 12:01 am central standard time on the Effective Date shown on the Declarations Page. If you have any questions or would like help in understanding the coverage under the Master Policy, do not hesitate to contact Texas Legal. We take pride in serving you, and we welcome your questions and comments.

Sincerely,

Texas Legal Protection Plan, Inc.  
7500 Rialto Blvd  
Building One, Ste 120  
Austin, Texas 78735  
Phone: (512) 327-1372  
Toll Free: (800) 252-9346  
[www.texaslegal.org](http://www.texaslegal.org)

## How to Use Your Group Legal Services

In exchange for payment for the group legal services, Participants will receive covered legal service benefits subject to all terms, conditions and exclusions contained in the Policy. Such benefits covered under the Policy are available from the Participating or Non-Participating Attorney of your choice as indicated in the Policy and this Certificate.

Claim forms have been provided to all Participating Attorneys. When you first contact a Participating Attorney, present your Texas Legal Protection Plan, Inc. ("Texas Legal") identification card. The Participating Attorney must contact Texas Legal by email, fax or telephone to confirm coverage prior to providing any legal services. Your Participating Attorney will forward the claim form directly to Texas Legal after completing his portion. To the extent you choose to use a non-Participating Attorney, you will be responsible for obtaining any member reimbursement form and forwarding any materials related to reimbursement for the Legal Fees you paid. Texas Legal will then reimburse you for Legal Fees paid by you for Covered Legal Services subject to the terms and condition of the Policy. The specific information for claims is outlined in the Certificate. Note, You will be responsible for paying any charges or expenses of a non-Participating Attorney in excess of or otherwise not covered under the Policy.

If you consult an Attorney for legal services that are not covered, or that are beyond the coverage provided under the Policy, whether a Participating Attorney or not, you will be responsible for paying for those services according to an agreement between the Attorney and you. In such event, one of the first things you should discuss with your Attorney is what his fee will be or how it will be determined, and what the terms of payment will be. Texas Legal will not be obligated to pay any amount.

If you have any questions, contact Texas Legal at the address or phone number listed on page 1 or visit the website for more information ([www.texaslegal.org](http://www.texaslegal.org)).

## Definitions

When the following words are used in the Policy or Certificate, the meaning is limited to precisely the definition that follows:

- A. **“Attorney”** means any lawyer who is a Participating Attorney, as defined in paragraph M below, according to rules and regulations established by Texas Legal and is licensed to practice law and any lawyer who is a non-Participating Attorney and licensed to practice law. Attorneys must be licensed to practice law in Texas and any other jurisdiction in which the legal services are to be provided and be in good standing. As applicable, the law firm which the Attorney works for may be referred to as “Attorney” and as “Participating Attorney.”
- B. **“Certificate”** means the Certificate of Coverage issued to you that describes the coverage and benefits under the Master Policy, including the Declarations Page and the Schedule of Benefits. It is a summary of the Master Policy.
- C. **“Contested”** means the parties are adversarial, and the attorney must engage in substantial negotiations with his/her client and the opposing party towards an agreement on at least one legal issue; or the parties refuse to negotiate and a third party, such as a judge, jury, or arbitrator, must decide the issue on the behalf of both parties.
- D. **“Covered Legal Services”** means those legal services provided by Attorneys for which Texas Legal will pay benefits provided under the Group Policy.
- E. **“Effective Date”** is when coverage under the Policy begins for you and is as provided on the Declarations Page.
- F. **“Eligible Dependents”** means (1) Participant’s spouse; and all of Participant’s children, including step-children, legally adopted children, children for which Participant is the legal guardian, and grandchildren, any of which are under twenty-six (26) years of age; or (2) the definition of eligible dependent provided by the Master Policyholder for all other benefits offered by the Master Policyholder provided that said definition is more broad than (1) above and Master Policyholder provides a copy of same to Texas Legal. Notwithstanding the forgoing, an Eligible Dependent child may not be older than 26.
- G. **“Group Policy”** means a policy document issued by Texas Legal to an employer or association for the purpose of providing group legal services, including a Master Policy, Certificates of Coverage issued to participants thereunder, Schedule of Benefits, and Declarations Page, which describe all the Covered Legal Services, exclusions, and limitations, and all terms and conditions related to same that are offered under that Group Policy.
- H. **“Independent Policy”** means a Texas Legal policy document, including a Declarations Page and Schedule of Benefits, that is issued directly to a person who

purchased the policy document from Texas Legal apart from any Master Policy for group legal services, which includes a description of all Covered Legal Services, exclusions, and limitations, and all terms and conditions related to same that are offered under that Independent Policy.

- I. **“Legal Fee”** means the amount charged the Participant for Covered Legal Services, limited to payment for the Attorney’s time, not to exceed the reasonable, usual and customary fee charged by Attorneys for a given service in the area where the service is rendered.
- J. **“Master Policyholder”** means the association or employer group named as such in the Declarations Page to whom the Master Policy was issued.
- K. **“Named Participant”** means a person registered by the Master Policyholder with Texas Legal and designated on the Declarations Page issued under the Policy as entitled to coverage under the terms thereof (e.g., the member or employee to whom this Certificate has been issued as identified on the Declarations Page).
- L. **“Participant”** means the Named Participant and Eligible Dependents that are covered under the Policy and that, from time to time, are referred to as You, Your, and Yours in the Certificate and Policy.
- M. **“Participating Attorney”** means a person designated by and under contract with Texas Legal to provide the Covered Legal Services described in the Policy and Certificate, whether referred to in the masculine or feminine. See also the definition of “Attorney” in Paragraph A.
- N. **“Policy” or “Master Policy”** means the group master policy document issued by Texas Legal to the Master Policyholder with a policy number as shown on the Declarations Page and your Certificate that includes a description of all Covered Legal Services, exclusions, and limitations, and all terms and conditions related to same that are offered under the Master Policy.
- O. **“Policy Year”** shall be established by the Master Policyholder and will not necessarily begin on the Effective Date of coverage. The Policy Year will be as identified on the Declarations Page.
- P. **“Pre-Existing Conditions”** means acts or occurrences that give rise to a Covered Legal Service that existed prior to the Participant’s Effective Date.
- Q. **“Self-Propelled Vehicle”** means a vehicle of any type, powered by any type of motor or engine, including, but not limited to, automobiles, trucks, motorcycles, motor bikes, boats, snowmobiles and airplanes.
- R. **“Texas Legal Protection Plan, Inc.”** means Texas Legal, We, Our, and Us when used in the Master Policy and/or the Certificate.
- S. **“Uncontested”** means all parties have agreed in writing to the legal action, all

required consents are attainable, and the legal action is not challenged.

### **Covered Legal Services**

Your Policy provides for payment in full, subject to the limitations, conditions and exclusions herein, to a Participating Attorney for time spent providing Covered Legal Services up to the amounts identified on the Schedule of Benefits, "Participating Attorney" column, made directly to a Participating Attorney as agreed by contract.

Your Policy also provides coverage in the event you obtain legal services from an attorney that is not a Participating Attorney (a "non-Participating Attorney"). The Policy will reimburse You for Legal Fees You paid to a non-Participating Attorney for his time spent providing Covered Legal Services, subject to the limitations, conditions, and exceptions contained herein, up to the amounts identified on the Schedule of Benefits, "Non-Participating Attorney" column, as reimbursement to You for Legal Fees.

Your Policy only includes coverage and benefits for those perils expressly stated in the Policy.

Covered Legal Services are:

#### **A. Bankruptcy\***

1. Personal, non-business bankruptcy court proceeding (Chapter 7 or 13) involving Named Participant, or, jointly, the Named Participant and spouse, or similar relation who must be a Participant on the Policy. "Similar relation" means that as defined herein under the "Definitions" section, Paragraph F, Eligible Dependents, Sub-section (2), provided the person is a Participant on the Policy.

-OR-

2. Bankruptcy conversion proceeding from Chapter 13 to Chapter 7 involving Named Participant, or jointly, the Named Participant and spouse, or similar relation who must be a Participant on the Policy. "Similar relation" means that as defined herein under the "Definitions" section, Paragraph F, Eligible Dependents, Sub-section (2), provided the person is a Participant on the Policy.

\*The Bankruptcy Covered Legal Service is subject to a three (3) month waiting period from the Named Participant's original Effective Date. Texas Legal reserves the right to deny coverage for those bankruptcy proceedings that require joint filing, or are jointly filed, and any debtor in the proceeding is not a Participant on the Policy.

#### **B. Family Law Proceeding\*\***

1. Named Participant is petitioner or respondent in an uncontested or contested dissolution of marriage, annulment of marriage, or separation of married spouses.

-OR-

2. Named Participant is the petitioner or respondent in an action, such as suit affecting parent-child relationship, that seeks to establish an order, such as an order in suit affecting parent-child relationship, where none previously existed or an action modifying or enforcing any existing court order, such as divorce decree or order in suit affecting parent-child relationship, that was granted pursuant to a statute or statutes that govern familial relationships.

**\*\*Family Law Proceeding Covered Legal Service B.1 and B.2 apply only to the Named Participant and are subject to a six (6) month waiting period from the Named Participant's original Effective Date. The Original Petition/Motion file date must fall on or after six months from the Named Participant's Effective Date of coverage, no matter whether the Named Participant is the petitioner or the respondent; that is the 1<sup>st</sup> of the month after 6 entire months have elapsed from the Named Participant's Effective Date.**

C. Adoption

Court adoption proceeding representation for a Participant, including terminating parental rights, where a Participant is seeking to adopt a minor or adult.

D. Insanity/Infirmity

Defense of insanity or infirmity proceeding where Participant is defendant in trial to determine competency to stand trial or where Participant is defendant in proceeding where the state seeks involuntary commitment of Participant.

E. Juvenile/Children's Court

Children's court proceeding involving a Participant that is an Eligible Dependent, under the age of eighteen (18), of the Named Participant. This Covered Legal Service does not provide for court proceedings involving moving traffic violations as defined under Covered Legal Service I or U or citations and warrants issued to that Participant, which shall be excluded hereunder. This Covered Legal Service does not provide for an action that conflicts with another Participant's interests, nor does it cover any matter outside the jurisdiction of the juvenile court.

F. Habeas Corpus

Habeas Corpus court proceeding relating to a Participant for the adjudication of preliminary matters in a criminal action such as bond reduction or failure to provide speedy trial or hearing.

G. Felony

Defense of felony charge, motion to revoke the probation of a felony charge, or motion to adjudicate the guilt of a felony charge including all hearings or appearances before any court or any authority or agency of Federal, State or local government, in which a Participant is the defendant, including:

1. felony arraignment or initial appearance
2. felony disposition:
  - (a) preparation and plea negotiations resulting in disposition without trial;  
or
  - (b) preparation, plea negotiations, and trial
3. sentencing hearing

H. Driving/Boating While Intoxicated

Defense of charge of driving while intoxicated or driving under the influence or boating while intoxicated or boating under the influence, except where the alleged offense is a felony, including:

1. misdemeanor arraignment or initial appearance
2. misdemeanor disposition:
  - (a) preparation and plea negotiations resulting in disposition without trial;  
or
  - (b) preparation, plea negotiations, and trial

I. Defense of Driving Privileges

1. Defense of misdemeanor charge, other than driving/boating while intoxicated or under the influence of drugs, alleged to have arisen out of a single occurrence and involving an alleged violation of motor vehicle traffic statute and regulation in which a conviction of the particular violation with which the Participant is then charged (not considering possible subsequent violations) would result in a driver's license suspension or revocation, including:

- (a) misdemeanor arraignment or initial appearance
- (b) misdemeanor disposition:
  - i. preparation and plea negotiations resulting in disposition without trial; or
  - ii. preparation, plea negotiations, and trial

-OR-

2. Representation at a hearing for an administrative license revocation where a Participant is the defendant and the Department of Public Safety is the plaintiff.

Neither Covered Legal Service I.1 or I.2 provides coverage for applying for an occupational driver's license.

J. Misdemeanor

Defense of misdemeanor charge, motion to revoke the probation of a misdemeanor charge, or motion to adjudicate the guilt of a misdemeanor charge, except traffic violations punishable by fine only as defined by Title 37 of the Texas Administrative Code or Title 7 of the Texas Transportation Code or any other substantially similar federal or state regulation or statute, disorderly conduct, public intoxication, and driving/boating while intoxicated, in which a Participant is the defendant, including:

1. misdemeanor arraignment or initial appearance
2. misdemeanor disposition:
  - (a) preparation and plea negotiations resulting in disposition without trial;  
or
  - (b) preparation, plea negotiations, and trial

K. Civil Action

1. Defense of Civil Action, meaning specifically a civil suit commenced by a petition, motion, or application filed in the office of the clerk of a district, county, or justice court, in which a Participant is the defendant, respondent, or counter-respondent, including:
  - (a) Preparation, filing and appearance for pleadings and motions.
  - (b) Preparation, filing and appearance for discovery, pre-trial or settlement conferences.
  - (c) Trial preparation and trial.

This Covered Legal Service is excluded for matters which the Participant has or is required by law to have insurance, for actions arising out of the ownership, operation, maintenance or use of a Self-Propelled Vehicle, and for any matter governed by the Texas Family Code or any other legal statute that governs familial relationships. Covered Legal Service K may not be claimed in conjunction with or in addition to Covered Legal Service M for the same legal matter.

-OR-

2. Representation in a hearing set by a justice court, county court, or municipal court for the determination of a dog being a "dangerous dog" or for the determination of compliance with requirements for owner of dangerous dog where the Participant is the owner of the dog in question.

L. General Legal Services

Legal advice, correspondence, negotiation and document preparation for a Participant. Charges made by Attorney for time spent gathering information relative to the advice or the preparation of the document are also covered.

Covered Legal Service L may not be used in conjunction with other Covered Legal Services herein, specifically, A – K, M – O, or Q – Y or in lieu of other Covered Legal Services herein, specifically A – K, M – Y. This Covered Legal Service is designed to provide coverage for services that are not excluded by the Policy and not provided for by the Covered Legal Services A – K, M – Y. Under Covered Legal Service L, the maximum benefit you and your family that are Participants are entitled is a total of six (6) hours of an Attorney's time during the Policy Year.

#### M. Consumer Protection

Representation for a Participant in negotiations and, if necessary, legal action required for the enforcement of written or implied:

- (i) warranties or
- (ii) promises,

where the warranty or promise was made in relation to the lease or purchase of goods or services, including representation for disputes involving violations of the Texas Deceptive Trade Practices Act or the Magnuson-Moss Warranty Act where a violation by a seller has caused a Participant a loss.

For instance, this Covered Legal Service would provide legal assistance for a situation where: You, the Participant, purchased a refrigerator; it came with a written warranty from the seller; the warranty said that the seller promised to repair the refrigerator at no cost to You, if it broke down within three years of the day You purchased it due to manufacturing defects; the refrigerator has broken down due to manufacturing defects only a month after You purchased it; but, the seller will not honor that written warranty and repair the refrigerator.

This Covered Legal Service may not be claimed in conjunction with Covered Legal Service K, "Civil Action," for the same legal matter. This Covered Legal Service may not be claimed unless the date of the alleged breach of contract, agreement, promise, or warranty occurred during the time Participant's Policy is in effect, and the Attorney must be employed during that same time.

#### N. Uncontested Name Change

Representation in an uncontested name change proceeding for a Participant seeking to change his or her name or the name of a minor of which the Participant is a conservator.

This Covered Legal Service provides for an Attorney to file a petition for change of name of adult or petition for change of name of minor with the appropriate court. It cannot be claimed as a part of any adoption, dissolution of marriage, annulment of marriage, or separation of married spouses.

#### O. Estate Planning

Wills, trusts, powers of attorney, living wills/directives to physician, codicils, declarations of guardianship, HIPAA releases, or dispositions of remains where all testators, trustors, principals, or the like are Participants. This Covered Legal Service provides Estate Planning services for one Participant per Policy Year or two Participants in a single Policy Year where both Participants are spouses or similar relation. "Similar relation" means that as defined herein under the "Definitions" section, Paragraph F, Eligible Dependents, Sub-section (2), provided the person is receiving services concurrently. If deeds are drafted contemporaneously as a part of the Estate Planning services, they are also included under this Covered Legal Service.

P. Consultation

An appointment with an Attorney where Participant may seek legal advice regarding a potential or current legal issue and assess whether Attorney is agreeable and satisfactory to Participant for the establishment of an Attorney-Client relationship including representation on Participant's behalf.

Under Covered Legal Service P, the maximum benefit you and your family that are Participants are entitled is a total of four (4) consultations during the Policy Year. Consultations are limited to one (1) consultation per Attorney per legal issue within a 60 day period. For instance, a Participant may consult with an Attorney regarding a potential divorce and have another separate consultation with the same Attorney for a potential bankruptcy. However, the Participant may not consult with the same Attorney twice about the same potential divorce within a 60 day period. Participant also may not use Covered Legal Service P to consult with an Attorney on a matter where Attorney is currently engaged in representing same Participant in that same matter.

Q. Probate Proceeding

Representation in a probate proceeding where a Participant petitions a court to admit a will to probate and appoint an executor or administrator for the estate or petitions a court to appoint an administrator of an intestate estate. The Participant seeking services must be an executor or devisee named in the involved will or an heir of the intestate estate. This Covered Legal Service is not intended to provide for filing claims against the estate of a decedent as a creditor.

R. Prenuptial or Postnuptial Agreement

Representation for a Participant regarding document drafting and review for a premarital agreement (also known as prenuptial agreement) or marital property agreement (also known as postnuptial agreement) where the Participant is a party to the agreement and no issue in the agreement is contested.

S. Residential Real Estate Transaction

Representation for a Named Participant in the transaction of selling or purchasing a single piece of real property that was or will be used as a primary

residence, including the review and drafting of legal documents, such as contract of sale, as well as representation in any negotiations with the opposing party and attendance at the closing. This Covered Legal Service is not intended to provide for professional legal services relating to the construction of a new residence or rental unit or improvements to an existing home or structure.

T. Expunction/Order of Nondisclosure

Representation in a proceeding where a Participant: (1) petitions a court to issue an order that directs relevant governmental agencies to purge or alter records of arrests, prosecutions, and criminal dispositions related to an offense committed or allegedly committed by the Participant or (2) petitions a court to issue an order that forbids relevant governmental agencies from releasing records of arrests, prosecutions, and criminal dispositions related to an offense committed or allegedly committed by the Participant.

U. Traffic Ticket

Defense of a traffic violation, punishable by fine only, as defined by Title 37 of the Texas Administrative Code, Title 7 of the Texas Transportation Code, or any other substantially similar federal or state regulation or statute, in which a Participant is the defendant, including:

1. misdemeanor arraignment or initial appearance
2. misdemeanor disposition:
  - (a) preparation and plea negotiations resulting in disposition without trial

V. Public Intoxication

Defense of a charge of public intoxication in which a Participant is the defendant, including:

1. misdemeanor arraignment or initial appearance
2. misdemeanor disposition:
  - (a) preparation and plea negotiations resulting in disposition without trial;  
or
  - (b) preparation, plea negotiations, and trial

W. Family Immigration Assistance<sup>†</sup>

Assistance and advice for Named Participant in the completion and filing of one Form I-130 plus supporting documentation, with the United States Citizenship and Immigration Service (USCIS) on behalf of alien relatives, who must be the spouse, betrothed, child, or stepchild of the Named Participant, where the purpose of filing the form is to petition the United States government for authorization for the spouse, betrothed, child or stepchild of the Named Participant to immigrate to the United States based on the family relationship between the petitioner and the beneficiary. This Covered Legal Service also provides for the Attorney to attend interviews involving the Named Participant

and USCIS, if needed, and respond to a Request for Evidence from USCIS, if applicable.

†This Covered Legal Service is not intended to provide for services that would assist an alien who entered the United States fraudulently or without inspection, or whose authorization to lawfully remain in the United States has expired or been revoked, in applying for either lawful permanent resident status or apply for waivers or any other relief that would allow the alien to remain in the United States despite the legal violation of entering or remaining in the United States without authorization from the United States government. Similarly, this Covered Legal Service does not provide for representation at removal proceedings presided over by an Immigration Judge.

X. Guardianship of an Adult or Minor

Representation in a proceeding where a Participant petitions a court to appoint the Participant as guardian of the person or estate or both of a proposed ward and the guardian is requesting the authority to manage the personal or financial affairs of the proposed ward on his or her behalf. This Covered Legal Service is not intended to provide services for suits affecting the parent-child relationship or any similar proceeding.

Y. Protective Order

Representation in proceedings for a protective order designed to protect someone against family violence where a Participant is either the applicant or respondent in the proceedings.

Z. Financial Counseling

A Participant may enroll, if he or she qualifies, in a debt management program specifically aimed at eliminating credit card debt administered by a vendor who has a written agreement with Texas Legal to provide such services, or a Participant may gain access to phone counseling regarding bankruptcy, credit, or debt, but only after completing an educational course on those subjects, which is administered by a vendor who has a written agreement with Texas Legal to administer the phone counseling and educational course. The vendor or vendors for the aforementioned programs are indicated on the Declarations Page.

AA. Legal Access Services

Unlimited toll-free telephone advice and consultation for Participants from legal access law firms or lawyers, as indicated on the Declarations Page or selected at the discretion of Texas Legal. A legal access law firm is an independent law firm that has entered into a written agreement with Texas Legal to provide telephone advice to Participants. Telephone advice is the type of legal service which, within applicable standards of professional care and conduct, may be rendered by an attorney in one or more conversations. *This telephone service*

*is not intended to provide for legal representation or replace the attorney-client relationship when legal matters are complex enough to justify retaining an attorney for representation, and attorneys providing the telephone service reserve the right to refuse further services in those instances.*

**BB. Identity Theft Restoration**

Identity Theft Restoration services for Participants from an Identity Theft Restoration firm as indicated on the Declarations Page. An Identity Theft Restoration firm is an independent firm that has entered into a written agreement with Texas Legal to provide Identity Theft Restoration services to a Participant in the event that identity theft has resulted in credit fraud and generated negative credit information on the Participant's credit history. Identity Theft restoration is a service where on behalf of a consumer the firm communicates and negotiates with the credit bureaus in order to remove negative information from the consumer's credit history that resulted from identity theft and credit fraud.

**CC. Identity Theft Monitoring, Credit Monitoring, Lost Wallet Protection, Identity Theft Insurance, Identity Repair, Fast and Secure Phone Alerts, and ChildScan Monitoring**

The Named Participant and Eligible Dependents may enroll in a program with an Identity Theft Monitoring firm and receive the ongoing services of Identity Theft Monitoring, Credit Monitoring, Lost Wallet Protection services, Identity Theft Insurance services, Identity Repair services, Fast and Secure Phone Alerts, and ChildScan Monitoring.

**Identity Theft Monitoring.** An Identity Theft Monitoring firm will operate in partnership with the National Cyber-Forensics & Training Alliance (NCFTA), which runs a global clearinghouse for stolen credentials. Federal law enforcement agencies, other government agencies, businesses, and academia find compromised consumer data through research and fraud prevention work and report the information to the NCFTA. When the Identity Theft Monitoring firm receives compromised data from the NCFTA that matches the Named Participant's or Eligible Dependent's data, the firm will alert the Named Participant or Eligible Dependent.

**Credit Monitoring.** An Identity Theft Monitoring firm will inform Named Participant or Eligible Dependent of new credit activity by sending alerts when banks and creditors use Named Participant's or Eligible Dependent's identity to open new accounts.

**Lost Wallet Protection.** An Identity Theft Monitoring firm will, at the request of an enrolled Named Participant or Eligible Dependent, assist the Named Participant or Eligible Dependent in canceling and replacing all of the Named Participant's or Eligible Dependent's credit and debit cards in the instance where a Named Participant's or Eligible Dependent's wallet is stolen.

Identity Theft Insurance. An Identity Theft Monitoring firm will provide the Named Participant or Eligible Dependent with \$1 Million in Identity Theft Insurance Coverage, which provides reimbursement of certain fees, lost wages, and fraud losses related to identity recovery. There is no deductible for this insurance

Identity Repair. An Identity Theft Monitoring firm will, at the request of an enrolled Named Participant or Eligible Dependent, assist the Named Participant or Eligible Dependent in repairing his or her identity.

Fast and Secure Phone Alerts. An Identity Theft Monitoring firm keeps the Named Participant or Eligible Dependent informed of how his or her identity is being used. The Named Participant or Eligible Dependent has a secure Voice Key to confirm that calls from the Identity Theft Monitoring firm are legitimate. If the Named Participant or Eligible Dependent receives a secure phone alert and suspects fraud, he or she can be connected immediately to one of the Identity Theft Monitoring firm's expert investigators.

ChildScan Monitoring is available for Named Participants or Eligible Dependents under the age of 18. Databases are scanned to detect unauthorized use of a child's Social Security number. In the event of fraud, the parent or guardian receives an alert, and an investigator will conduct a full inquiry and help repair the child's identity.

## Limits Of Liability

- A. Under each of Covered Legal Services A through K, M through O, and Q through Y, only one claim will be covered in each Policy Year, meaning that only one action or occurrence that gives rise to a claim for a Covered Legal Service will be covered in each Policy Year, per Covered Legal Service. For example, in a single Policy Year, a Named Participant could file for divorce, be charged with a felony, and file for bankruptcy, filing claims for each of the three actions under the appropriate Covered Legal Service, B, G, and A, respectively; however, Texas Legal would not cover and is not liable for any *further* actions or occurrences transpiring within the same Policy Year that give rise to the same Covered Legal Services. So, where a Named Participant is charged with two felonies, no matter whether the separate felony charges arise from the same transaction, and both of the alleged offense dates for those felony charges are within a single Policy Year, Texas Legal will only cover one of those felony charges. Under the Family Coverage Option, there can still be only one claim for these Covered Legal Services in a Policy Year regardless of the number of Participants on the Policy. If the Policy Year begins April 1, you are allowed only one claim under each category of Covered Legal Service A through K, M through O, and Q through Y for you and your entire family between and including that date and March 31 of the following year.
- B. The continuation of a legal matter, or the continuation of payment on a legal matter to an Attorney, from one Policy Year to another Policy Year shall not increase the amount of benefit available. Texas Legal defines "continuation of the matter" as

including but not limited to: Chapter 13 Bankruptcy services that require additional court filings or court appearances after bankruptcy trustee's approval of the repayment plan; new divorce, annulment, or legal separation services for couple who was previously involved in divorce, annulment, or legal separation proceedings within the past year and who reconciled within the past year.

- C. Coverage is provided for services of a Participating Attorney or on an indemnity basis where a Participant receives services from a Non-Participating Attorney, but not under both for any given Covered Legal Service.
- D. Except for Covered Legal Services L, P, Z, AA, BB, and CC the Covered Legal Services listed above provide for services where the Attorney has entered into an agreement with a Participant, the attorney-client relationship has been established, and the Attorney is the primary attorney handling the matter or the attorney of record in the case of pleadings. The Covered Legal Services provided herein, except L, P, Z, AA, BB, and CC, do not provide for second or additional counsel services.
- E. Where changes in law not specifically governing Texas Legal broaden the meaning of any terms used in the section titled "Covered Legal Services" or narrow the meaning of any terms used in the section titled "Exclusions," Texas Legal reserves the right to construe the terms in light of the law in effect at the time that the Policy language was approved by the Texas Department of Insurance.
- F. Where a Participant was covered under a separate, now terminated Texas Legal Group Policy or separate, now terminated Texas Legal Independent Policy ("Previous Policy," meaning either the terminated Group Policy or the terminated Independent Policy) within the twelve months preceding the Effective Date of this Policy and where a claim was filed for a Covered Legal Service on that Previous Policy within the twelve months preceding the Effective Date of this Policy, there arises under this Policy a twelve month waiting period for any and all Covered Legal Services whose description matches, or nearly matches, the description of any Covered Legal Service that was claimed under the Previous Policy within the twelve months preceding the Effective Date of this Policy. This provision is intended to preclude the possibility of a Participant filing a claim for a Covered Legal Service, such as General Legal Services, and then terminating coverage and applying for a new Group Policy or Independent Policy soon afterward in order to circumvent the limitations described in this Policy, such as the limitations under Covered Legal Service L, General Legal Services, where a Participant is limited to a certain number of covered billed hours within a single Policy Year, or, as another example, the limitation described in Paragraph A of "Limits of Liability."

## Exclusions

This Policy does not provide benefits for:

1. Legal services provided to a Participant in regard to any matter arising out of any business or commercial interest, business transaction, business pursuit, profession, partnership or corporation. The Policy is intended to cover only personal legal problems and will not pay for legal services connected for example, with the business a person might operate in addition to working his or her regular job. *Any activity that produces or is contemplated to produce revenue (e.g., rental property, farming) shall be considered business.* This Policy is not intended to replace the need for business general liability insurance, which covers claims and suits filed against a business and/or its owners for damages allegedly caused by the activities of said business.
2. Class actions, interventions, derivative actions and *amicus curiae* filings. An example of a class action is when one person brings a suit against the manufacturer of a product on behalf of all persons injured by using that product. An example of intervention is when a person is particularly interested in a lawsuit, but not actually a party to the suit, and he or she requests by “intervening” papers to become a party and thus help determine the outcome of the suit. An *amicus curiae* filing is much the same except, rather than entering into the suit, the party simply files a brief with the court setting forth his or her arguments.
3. Matters relating to patents, trademarks or copyrights.
4. There is no coverage for appeals of any kind, whether from a court decision or an administrative proceeding.
5. Any legal proceeding in which the Participant is the plaintiff, petitioner or movant, with the exception of the following Covered Legal Services:
  - (a) Bankruptcy;
  - (b) Family Law Proceeding;
  - (c) Adoption;
  - (d) Probate Proceeding;
  - (e) Habeas Corpus;
  - (f) Expunction/Order of Nondisclosure;
  - (g) Consumer Protection;
  - (h) Name Change;
  - (i) Family Immigration Assistance;
  - (j) Guardianship; and
  - (k) Protective Order.
6. Any action, proceeding or dispute between: (1) a Participant and any other party when such coverage is prohibited by law; (2) a Participant and his or her employer; (3) a Participant and his or her fellow employees; (4) a Participant and the Master

Policyholder; (5) a Participant and Texas Legal or its agents; or (6) a Participant and his or her union or labor management trust fund.

7. Duplication of services previously claimed and in relation to the same matter.
8. Costs associated with Covered Legal Services other than the amount charged by an Attorney for his time spent providing Covered Legal Services. Examples of these excluded costs are filing fees, travel, court reporter's fees, fines, penalties, sanctions, expert witness fees, bonds, guardian/attorney *ad litem* fees, attorney fees assessed, exhibits, transcripts, postage, telephone, photo copying, investigative costs, and other incidental and out-of-pocket legal and litigation fees and costs. Note: for travel by automobile specifically, Attorney is entitled for reimbursement only for mileage at the standard mileage rate set by the Internal Revenue Service that was in effect during the time that the travel was undertaken. Your Attorney can explain whether your case will require any of these fees or costs, which ones may be involved, and how much they will be.
9. Any legal services in which the Participant is entitled to legal representation, or reimbursement for the costs thereof, from any source other than Texas Legal, whether or not the Participant perfects or exercises this right. An example: Your homeowner's policy pays legal fees if you are sued as a result of an accident in your home, and thus, this Policy would not apply.
10. To anyone except the Named Participant for any type of legal services in which the interest of any other Participant is opposed to any interest of the Named Participant.
11. Matters for which a contingency fee is customarily charged, workers' compensation and similar matters as to which a fee is normally allowed, except that the Participant may obtain limited legal advice under Covered Legal Service L, provided the service is not excluded by other provisions of this Policy. These matters are typically excluded from group legal services plans because methods of financing attorneys' fees already exist. For example, if you are injured in an automobile accident and the driver of the other car seems to be at fault for the accident, an attorney will typically represent you for a percentage of any damages that you may recover from the other driver. If no damages are recovered your attorney will get no fee for his or her services. This is called a contingency fee arrangement because the attorney's fee is contingent on recovery. In workers' compensation, social security and some other types of cases the court or hearing agency or officer will determine that your attorney's fee is to be paid out of an estate or award or by the opposing party.
12. Employment related matters including but not limited to any dispute involving the Participant's employer or its affiliates, their officers, or directors, the Participant's employee benefit plan, credit union, programs or arrangements sponsored by that employer, or cases involving workers' compensation, unemployment compensation, sexual harassment, or any discrimination.

13. Asserting claims or defenses that the Attorney deems frivolous, harassing, or unethical or that is otherwise prohibited by the rules of professional conduct of the state in which the Attorney is licensed that are applicable.
14. Pre-Existing Conditions as defined in this Policy and the Certificate.
15. Any legal service not specifically provided under the benefits and provisions of the Policy. All benefits will be limited to those Covered Legal Services specifically stated herein.
16. Any matter or proceeding not involving the immediate and direct interests of the Participant.
17. Modifications of bankruptcy payment plans and amendments to a bankruptcy post discharge are excluded.

SAMPLE

**SCHEDULE OF BENEFITS**  
**GROUP**  
**Preferred Plan**

<b>Covered Legal Service<sup>2,1</sup></b>	<b>Maximum Benefits</b> <b>T means "Total"</b> <b>PH means "Per Hour"</b> <b>PD means "Per Document"</b>	
	<b>Participating Attorney<sup>1</sup></b>	<b>Non-Participating Attorney</b>
<p>A. Bankruptcy</p> <p>Bankruptcy coverage is subject to a three (3) month waiting period from the Named Participant's original Effective Date. Texas Legal reserves the right to deny coverage for those bankruptcy proceedings which require joint filing or are jointly filed, where any party is NOT a Participant on the Policy.</p>	<p>1. Chapter 7 – Participating Attorney's fees covered through filing and discharge  -OR-  2. Chapter 13 – Up to \$1500 of Participating Attorney's fees covered. Remaining Participating Attorney's fees are limited to difference between \$1500 covered and the presumptively reasonable fee<sup>‡</sup> set by bankruptcy court and will be paid by Named Participant through bankruptcy repayment plan or upfront</p>	<p>Chapter 7 –  T \$300</p> <p>Chapter 13 –  T \$500</p>
<p>B. Family Law Proceeding</p> <p>1. Benefit is subject to a six (6) month waiting period from the original effective date of the Named Participant and is available to Named Participant ONLY on the policy.</p> <p>2. Benefit is subject to a six (6) month waiting period from the original effective date of the Named Participant and is available to Named Participant ONLY on the policy.</p>	<p>1. Divorce – Uncontested* – Attorney's fees covered through conclusion of matter  Contested** without children – Up to 15 billed hours of Participating Attorney's fees covered  Contested** with children – Up to 30 billed hours of Participating Attorney's fees covered  -OR-  2. Modification, Enforcement, or establishment of Family Law Order – Uncontested* – Participating Attorney's fees covered through conclusion of matter  Contested** – Up to 20 billed hours of Participating Attorney's fees covered</p>	<p>Divorce uncontested – T \$400</p> <p>T Divorce contested without children – T \$700</p> <p>T Divorce contested with children – T \$1000</p> <p>Modification, Enforcement, or Establishment, uncontested – T \$200</p> <p>Modification, Enforcement, or Establishment, contested – T \$750</p>

Covered Legal Service <sup>2,1</sup>	Maximum Benefits T means "Total" PH means "Per Hour" PD means "Per Document"	
	Participating Attorney <sup>1</sup>	Non-Participating Attorney
C. Court Adoption Proceeding	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs	Adoption Uncontested – T \$350 Adoption Contested – T \$750
D. Defense of insanity or infirmity proceeding	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs	T \$1,000
E. Defense of Juvenile/Children's court proceeding	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs	T \$300
F. Habeas Corpus court proceeding	Participating Attorney's fees covered for consultations, preparation and representation in court proceedings	T \$200
G. Defense of felony charge	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs, and sentencing hearing if applicable	T \$1,000
H. Defense of charge of driving/boating while intoxicated or driving/boating under the influence, excepting felony driving/boating while intoxicated cases	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs	T \$500

Covered Legal Service <sup>2,1</sup>	Maximum Benefits T means "Total" PH means "Per Hour" PD means "Per Document"	
	Participating Attorney <sup>1</sup>	Non-Participating Attorney
I. Defense of Driving Privileges 1. Defense of misdemeanor charge which will result in license suspension/revocation (excepting DWI/BWI & DUI/BUI)  -OR- 2. Defense of Administrative License Revocation	1. Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs -OR- 2. Participating Attorney's fees covered for preparation and representation at hearing	T \$200
J. Defense of misdemeanor charge not included in Coverage H or I, except moving traffic violations, disorderly conduct, and public intoxication	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs	T \$500
K. Defense of civil action, except actions arising out of the ownership, operation, maintenance or use of a Self-Propelled Vehicle or actions arising under statutes that govern familial relationships, such as the Texas Family Code	Up to 20 billed hours of Participating Attorney's fees	Justice Court – T \$200 Disposition without Trial – T \$500 Disposition with Trial – \$800
L. General Legal Services	Up to 6 billed hours of Participating Attorney's fees covered per One Year Term. See other limitations in Policy.	T \$300 PH \$50
M. Consumer Protection. Negotiations, and possible representation in legal action, required for the enforcement of written or implied warranties or promises relative to the lease or purchase of goods or services.	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs	Negotiations only – T \$200 Disposition of civil action without trial – T \$500 Disposition of civil action with trial – T \$800
N. Uncontested Name Change	Participating Attorney's fees covered for advice, negotiations, preparation and representation in court proceedings	T \$200

Covered Legal Service <sup>2,1</sup>	Maximum Benefits T means "Total" PH means "Per Hour" PD means "Per Document"	
	Participating Attorney <sup>1</sup>	Non-Participating Attorney
<p>O. Estate Planning (1, 2, 3, or 4, or any combination of those four options)</p> <p>1. Codicil(s)</p> <p style="text-align: center;">-OR-</p> <p>Will(s) &amp; Testamentary Trust(s) – wills that provide for distribution of assets and may contain testamentary trust provisions</p> <p style="text-align: center;">-OR-</p> <p>Will(s) &amp; Living Trusts – An estate plan that includes both the drafting of will(s) for the distribution of assets, which may contain testamentary trust provisions, and the drafting of living trust(s) (revocable or irrevocable) including any necessary deeds drawn up concurrently.</p> <p>2. Living Will(s)/Advance Directive(s) to Physician for up to 2 Participants, 1 document per Participant</p> <p>3. Power(s) of Attorney for up to 2 Participants, 2 documents per Participant</p> <p>4. Additional Documents: Declaration of Guardianship, HIPAA Release, and/or Disposition of Remains for up to 2 Participants, 3 documents per Participant</p>	<p>Participating Attorney's fees covered</p> <p>Participating Attorney's fees covered</p> <p>Up to 8 billed hours of Participating Attorney's fees covered</p> <p>Participating Attorney's fees covered</p> <p>Participating Attorney's fees covered</p> <p>Participating Attorney's fees covered</p>	<p>T up to \$100 for 1 Participant; or up to \$125 for 2 Participants</p> <p>T up to \$200</p> <p>T up to \$400</p> <p>T \$25 for 1 doc; \$50 for 2 docs</p> <p>T up to \$200 PD \$50</p> <p>T up to \$150 PD \$25</p>
P. Consultation	Participating Attorney's fees covered for up to 4 consultations per One Year Term. See other limitations in Policy.	T \$100 \$25 per consult
Q. Probate Proceeding	With a Will & Uncontested* – Participating Attorney's fees covered through	With a Will & Uncontested – T \$500 All Others – T \$700

Covered Legal Service <sup>2,1</sup>	Maximum Benefits T means "Total" PH means "Per Hour" PD means "Per Document"	
	Participating Attorney <sup>1</sup>	Non-Participating Attorney
	<p>conclusion of matter With a Will &amp; Contested** – Up to 15 billed hours of Participating Attorney's fees covered</p> <p>Without a Will &amp; Uncontested* – Up to 15 billed hours of Participating Attorney's fees covered</p> <p>Without a Will &amp; Contested** – Up to 15 billed hours of Participating Attorney's fees covered</p>	
R. Prenuptial or Postnuptial Agreement	Attorney's fees covered through conclusion of matter	T \$200
S. Residential Real Estate Transaction 1. Benefit is available to Named Participant ONLY on the policy.	Attorney's fees covered through conclusion of matter	T \$250
T. Expunction & Order of Nondisclosure	Attorney's fees covered through conclusion of matter	T \$350
U. Traffic Ticket	Participating Attorney's fees covered for pretrial consultations, negotiations, preparation and pleadings, but trial is not covered	T \$100
V. Public Intoxication	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs	T \$400
W. Family Immigration Assistance 1. Benefit is available to Named Participant ONLY on the policy.	Participating Attorney's fees covered through conclusion of matter	T \$700

Covered Legal Service <sup>2,1</sup>	Maximum Benefits T means "Total" PH means "Per Hour" PD means "Per Document"	
	Participating Attorney <sup>1</sup>	Non-Participating Attorney
X. Guardianship of Adult or Minor	Uncontested* – Participating Attorney's fees covered through conclusion of matter  Contested** – Up to 15 billed hours of Participating Attorney's fees covered	Uncontested – T \$300  Contested – T \$700
Y. Protective Order	Participating Attorney's fees covered through conclusion of matter	T \$200
Z. Financial Counseling	See Footnote 4	See Footnote 4
AA. Legal Access Services – Unlimited	See Footnote 3	See Footnote 3
BB. Identity Theft Restoration	See Footnote 4	See Footnote 4
CC. Identity Theft Monitoring, Credit Monitoring, Lost Wallet Protection, Identity Theft Insurance, Identity Repair, Fast and Secure Phone Alerts, and ChildScan Monitoring	See Footnote 4	See Footnote 4

<sup>1</sup> Payment for services provided by the Participating Attorney beyond the stated limits are the responsibility of the Named Participant.

<sup>2</sup> The below descriptions are a reference to the definitions within the Certificate of Coverage, and in the case of discrepancy between the two documents, the Certificate of Coverage controls.  
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<sup>3</sup> Participating Attorney and Non-Participating Attorney do not provide this benefit. Participants must use Texas Legal selected vendor indicated on the Declarations Page for the unlimited benefit. This benefit is provided at no additional cost to the Insured.

<sup>4</sup> Participating Attorney and Non-Participating Attorney do not provide this benefit. Participants must use Texas Legal selected vendor indicated on the Declarations Page. This benefit is provided at no additional cost to the Insured.

\* "Uncontested" means all parties have agreed in writing to the legal action, all required consents are attainable, and the legal action is not challenged.

\*\* "Contested" means the parties are adversarial, and the attorney must negotiate with his/her client and the opposing party towards an agreement on at least one legal issue; or the parties refuse to negotiate and a third party must decide on the behalf of both parties.

‡ "presumptively reasonable fee" means the flat fee for the professional services of an attorney for routine or standard (business or non-business) Chapter 13 cases set by the bankruptcy court where the debtor, or joint debtors, filed or will file the voluntary petition for chapter 13 bankruptcy. It further means the Chapter 13 flat fee that is specifically applicable, or most nearly applicable, to the debtor, or joint debtors, as defined by the court where the debtor, or joint debtors, filed or will file the voluntary petition for Chapter 13 bankruptcy, taking into account all of the debtor, or joint debtors, financial circumstances and the professional services needed.

SAMPLE