

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

GROUP LEGAL SERVICES

Select 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

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).

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. 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 A.1 and A.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 1st of the month after 6 entire months have elapsed from the Named Participant's Effective Date.**

B. 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 B may not be claimed in conjunction with or in addition to Covered Legal Service D 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.

C. 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 C may not be used in conjunction with other Covered Legal Services herein, specifically, A – B, D – F, or in lieu of other Covered Legal Services herein, specifically A – B, D – G. This Covered Legal Service is designed to provide coverage for services that are not excluded by the Policy and not provided for by Covered Legal Services A – B, D – G. Under Covered Legal Service C, the maximum benefit you and your family that are Participants are entitled is a total of two (2) hours of an Attorney’s time during the Policy Year.

D. Consumer Protection

Representation for a Participant in negotiations but not a 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 B "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.

E. 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.

F. 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.

G. 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 G, the maximum benefit you and your family that are Participants are entitled is a total of two (2) 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 G to consult with an Attorney on a matter where Attorney is currently engaged in representing same Participant in that same matter.

H. 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. Legal access law firms and lawyers are independent law firms and lawyers that have 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.*

I. 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.

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

The Participants 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 Participant's data, the firm will alert the Participant.

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

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

Identity Theft Insurance. An Identity Theft Monitoring firm will provide the Participant 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 Participant, assist the Participant in repairing his or her identity.

Fast and Secure Phone Alerts. An Identity Theft Monitoring firm keeps the Participant informed of how his or her identity is being used. The Participant has a secure Voice Key to confirm that calls from the Identity Theft Monitoring firm are legitimate. If the Participant 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 Participants 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.

Discount for Non-covered Services

In the instance that a legal matter is either not resolved before the claimed Covered Legal Service is exhausted or not covered but not excluded by the Policy, a Participant may seek the services of a Participating Attorney to resolve the matter and receive a twenty-five percent (25%) discount from the usual and customary hourly rate the Participating Attorney charges.

Eligibility

Named Participant is eligible for coverage under the Policy if at that time he/she:

- (a) is a member of the association that is the Master Policyholder or employee of the employer that is the Master Policyholder; and

- (b) has completed an application form that is acceptable to Texas Legal; and
- (c) has paid all premium due and owing to Texas Legal.

When Texas Legal has approved the application for a Named Participant and has received the initial premium, coverage for the Named Participant shall begin. This is the Effective Date and will be reflected on the Declarations Page.

Each Eligible Dependent will be eligible for coverage under the Policy on the latest of the following dates:

- (a) the day Named Participant becomes eligible for coverage;
- (b) the day Named Participant acquires his first Eligible Dependent; or
- (c) the day the Named Participant's dependent becomes eligible for coverage under the Policy.

Named Participant may elect dependent coverage by applying for dependent coverage through the Master Policyholder and if approved by same, the Master Policyholder is then responsible for notifying Texas Legal of the change in writing and if need be, paying additional premium. Or, Named Participant may complete, sign, and submit an application if a dependent of his or hers meets the criteria of Eligible Dependents as defined herein. Named Participant must pay the additional premium associated therewith as charged by Texas Legal, provided that the Master Policyholder does not require Named Participant to apply for dependent coverage directly through Master Policyholder. This election to provide coverage for Eligible Dependents is called the "Family Coverage Option." Only family members that are Eligible Dependents listed on the application, Declarations Page, and any applicable endorsement issued by Texas Legal, and for which premium is paid will be covered.

The Effective Date of coverage for each Eligible Dependent for whom the Named Participant has met the above requirements will be:

- (a) where the Master Policyholder is responsible for communicating coverage changes, the Effective Date will be the first day of the month following Texas Legal's receipt of written notification of the change and any additional premium required.
- (b) where Texas Legal receives in writing from the Named Participant an application for dependent coverage, the Effective Date of Eligible Dependents is subject to the restrictions set forth in part D of the section titled, "ACH/Bank Drafts & Credit Card Policy." Texas Legal must also receive any additional premium required for the "Family Coverage Option" prior to granting coverage. Notwithstanding the foregoing, if the provisions in the Master Policy do not allow direct requests for coverage by the Named Participant, then dependent coverage can only occur as outlined in paragraph (a) above where the Master Policyholder is responsible for communicating coverage changes to Texas Legal.

Please note, written requests for the removal of Participants who are Eligible Dependents from the Policy are subject to the restrictions in part 1(a) where the Responsible contact is the Master Policyholder or part 1(b) where the Responsible

Contact is the Named Participant, as designated on the Declarations Page, of the section titled, "Cancellation, Termination, and Reinstatement."

Limits Of Liability

- A. Under each of Covered Legal Services A through B, D through F, 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, have his or her will drafted, and respond to a civil action, filing claims for each of the three actions or occurrences under the appropriate Covered Legal Service, A, F, and B, 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 the respondent to two different civil actions (one for eviction and one for credit card debt), and both of the original file dates of the original petitions for those civil actions are within a single Policy Year, Texas Legal will only cover one of those civil actions. 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 B, D through F 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: 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 C, G, and H, 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 C, G and H, 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 C, 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) Family Law Proceeding;
 - (b) Consumer Protection; and
 - (c) Name Change.
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, and probate, 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 C, 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 probate, 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.

SCHEDULE OF BENEFITS

Group Select Plan

Covered Legal Service ^{2,1}	Maximum Benefits T means "Total" PH means "Per Hour" PD means "Per Document"	
	Participating Attorney ¹	Non-Participating Attorney
<p>A. 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 – Up to 10 billed hours of Participating Attorney's fees covered -OR- 2. Modification, Enforcement, or establishment of Family Law Order – Up to 10 billed hours of Participating Attorney's fees covered</p>	<p>Divorce – T \$250</p> <p>Modification, Enforcement, or Establishment – T \$250</p>
<p>B. 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</p>	<p>Up to 8 billed hours of Participating Attorney's fees covered</p>	<p>T \$250</p>
<p>C. General Legal Services</p>	<p>Up to 2 billed hours of Participating Attorney's fees covered per Policy Year. See other limitations in Policy.</p>	<p>T \$100 PH \$50</p>
<p>D. Consumer Protection</p>	<p>Participating Attorney's fees covered for consultations and negotiations</p>	<p>Negotiations only- T \$200</p>
<p>E. Uncontested Name Change</p>	<p>Participating Attorney's fees covered for advice, negotiations, preparation</p>	<p>T \$200</p>

Covered Legal Service ^{2,1}	Maximum Benefits T means "Total" PH means "Per Hour" PD means "Per Document"	
	Participating Attorney ¹	Non-Participating Attorney
	and representation in court proceedings	
<p>F. 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) & 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) & 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>
G. Consultation	Participating Attorney's fees covered for up to 2 consultations per One Year Term. See other limitations in Policy.	T \$50 \$25 per consult
H. Legal Access Services – Unlimited	See Footnote 3	See Footnote 3

Covered Legal Service ^{2,1}	Maximum Benefits T means "Total" PH means "Per Hour" PD means "Per Document"	
	Participating Attorney ¹	Non-Participating Attorney
I. Identity Theft Restoration	See Footnote 3	See Footnote 3
J. Identity Theft Monitoring, Credit Monitoring, Lost Wallet Protection, Identity Theft Insurance, Identity Repair, Fast and Secure Phone Alerts, and ChildScan Monitoring	See Footnote 3	See Footnote 3

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

² 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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³ 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.

* "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.