

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

**SECURE PLAN**

**Independent Policy for Legal Services**

Dear Policyholder:

We are pleased to welcome you as a Policyholder for an Independent Policy for Legal Services issued to you 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 Independent Policy for Legal Services ("Policy" or "Independent Plan"). Read it carefully. It is evidence that you are entitled to benefits herein specified, and it generally outlines those benefits and the terms and conditions under which they are available.

Texas Legal has established a panel of Participating Attorneys, who will provide the legal services covered by the Policy. Texas Legal monitors the Policy to make sure it is operating effectively. The Policy is administered by specialists in the Texas Legal 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 Policy, do not hesitate to contact Texas Legal. We take pride in serving you, and we welcome your questions and comments.

**Note: You are permitted to return this Policy within ten (10) days of its delivery to you and to have the premium you paid refunded if, after examination of the Policy, you are not satisfied with it for any reason. If you return the Policy as prescribed herein, it will be void from inception, and Texas Legal and you will be in the same position as if no Policy had been issued.**

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 Legal Services

In exchange for payment for the legal services, Insured, 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.

Claim forms have been provided to all Participating Attorneys. When You first contact a Participating Attorney, present Your Texas Legal Protection Plan ("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 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 Policy. 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, the meaning is limited to precisely the definition that follows:

- A. **“Attorney”** means any lawyer who is a Participating Attorney, as defined in paragraph N. 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. **“Common Law Spouse”** means a spouse of the Policyholder who meets the following requirements as set out in the Texas Family Code regarding Informal Marriage or if couple is domiciled in another state meets that state’s requirements for informal marriage or equivalent arrangement:
- (1) A declaration of their marriage has been signed as provided by the Texas Family Code; or
  - (2) the man and woman agreed to be married, and after the agreement they lived together in this state as husband and wife and there represented to others that they were married.
- C. **“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.
- D. **“Covered Legal Services”** means those legal services provided by Attorneys for which Texas Legal will pay benefits provided under the Policy.
- E. **“Domestic Partner”** means a person of the same sex that:
- (1) Shares Your permanent residence;
  - (2) Has resided with You for no less than one year;
  - (3) Is no less than 18 years old;
  - (4) Is not a blood relative of such degree of closeness that legal marriage would be prohibited if a heterosexual couple;
  - (5) Is prohibited from marrying You under all applicable laws;
  - (6) Has signed jointly with You, a notarized affidavit which can be made available upon request declaring that You are domestic partners and representing 1 through 4 above; and
  - (7) Production of some sort of financial interdependence such as:

- a. common ownership or lease of residence
  - b. joint bank/credit account or
  - c. joint accounts for phone, water, utilities or similar items
- F. **“Effective Date”** is when coverage under the Policy begins for You and is as provided on the Declarations Page.
- G. **“Eligible Dependents”** means (1) Policyholder’s spouse, Common Law Spouse, or Domestic Partner; and all of Policyholder’s children, including step-children, legally adopted children, children for which Policyholder is the legal guardian, grandchildren, and the children of the Domestic Partner, any of which are under twenty-six (26) years of age.
- H. **“Independent”** means individual.
- I. **“Group Policy”** or **“Master 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 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.
- J. **“Independent Policy”** means a Texas Legal policy document, including a Policy, Declarations Page, and Schedule of Benefits, that is issued by Texas Legal directly to a person who purchased the policy document from Texas Legal apart from any Master Policy for group legal services, and 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.
- K. **“Insured”** means the Policyholder and Eligible Dependents that are covered under the Policy and that, from time to time, are referred to as You, Your, or Yours in the Policy.
- L. **“Legal Fee”** means the amount charged the Insured 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.
- M. **“One Year Term”** shall be the twelve month period beginning on the Effective Date of coverage and then each subsequent twelve month period thereafter. The first One Year Term will be as identified on the Declarations Page.
- N. **“Participating Attorney”** means a person designated by and under contract with Texas Legal to provide the Covered Legal Services described in the Policy, whether referred to in the masculine or feminine. See Also the definition of “Attorney” in Paragraph A.

- O. **“Policy”** means the Policy issued to You that describes the coverage provided by Texas Legal, including the Declarations Page, any applicable endorsements, and the Schedule of Benefits.
- P. **“Policyholder”** means a person registered with Texas Legal and designated on the Declarations Page that is entitled to coverage under the terms thereof (e.g., the person to whom this Policy has been issued as identified on the Declarations Page).
- Q. **“Pre-Existing Conditions”** means acts or occurrences that give rise to Covered Legal Services that occurred prior to the Policy Effective Date.
- R. **“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.
- S. **“Texas Legal Protection Plan, Inc.”** means Texas Legal, We, Our, and Us when used in the Policy.
- T. **“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 by Texas Legal, 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 not contracted with Texas Legal (a “non-Participating Attorney”). Under the Policy, Texas Legal 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.

You only have 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 Policyholder, or, jointly, the Policyholder and spouse, Common Law Spouse, or Domestic Partner, who must be an Insured on the Policy.

-OR-

2. Bankruptcy conversion proceeding from Chapter 13 to Chapter 7 involving Policyholder, or jointly, the Policyholder and spouse, Common Law Spouse, or Domestic Partner, who must be an Insured on the Policy. Note: conversions from Chapter 7 to Chapter 13 are not covered under this provision.

\*The Bankruptcy Covered Legal Service is subject to a three (3) month waiting period from the Policyholder'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 debtor in the proceeding is not an Insured on the Policy.

B. Family Law Proceeding\*\*

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

-OR-

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

C. Adoption

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

D. Insanity/Infirmary

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

E. Juvenile/Children's Court

Children's court proceeding involving an Insured that is an Eligible Dependent Insured, under the age of eighteen (18), of the Policyholder. 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 Insured, which shall be excluded hereunder. This Covered Legal Service does not provide for an action that conflicts with another Insured's interests nor does it cover any matter outside the jurisdiction of the juvenile court.

F. Habeas Corpus

Habeas Corpus court proceeding relating to an Insured 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 an Insured 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, excepting 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 Insured 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 an Insured 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 probation of a misdemeanor charge, or motion to adjudicate 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 an Insured 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 an Insured 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 Insured 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. This Covered Legal Service 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 Insured is the owner of the dog in question.

L. General Legal Services

Legal advice, correspondence, negotiation and document preparation for an Insured. 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 Insureds are entitled is a total of six (6) hours of an Attorney’s time during the One Year Term.

M. Consumer Protection

Representation for an Insured 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 an Insured a loss.

For instance, this Covered Legal Service would provide legal assistance for a situation where: You, the Insured, 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 Insured’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 an Insured seeking to change his or her name or the name of a minor of which the Insured 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 or marriage, or separation or 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 Insureds. This Covered Legal Service provides Estate Planning services for one Insured per One Year Term or two Insureds in a single One Year Term where both Insureds are spouses, Common Law Spouses, or Domestic Partners and 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 Insured may seek legal advice regarding a potential or current legal issue and assess whether Attorney is agreeable and satisfactory to Insured for the establishment of an Attorney-Client relationship including representation on Insured's behalf.

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

Q. Probate Proceeding

Representation in a probate proceeding where an Insured 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 Insured 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 an Insured 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 Insured is a party to the agreement and no issue in the agreement is contested.

S. Residential Real Estate Transaction

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

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 an Insured 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 an Insured 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 the Policyholder 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 Policyholder, 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 Policyholder 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 Policyholder 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 an Insured petitions a court to appoint the Insured 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 coverage 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 an Insured is either the applicant or respondent in the proceedings.

Z. Financial Counseling

An Insured 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 an Insured 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 Insureds 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 or lawyer is an independent law firm or lawyer that has entered into a written agreement with Texas Legal to provide telephone advice. 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 and/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 Insureds 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 an Insured in the event that identity theft has resulted in credit fraud and generated negative credit information on the Insured'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 Insureds 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 Insured's data, the firm will alert the Insured.

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

Lost Wallet Protection. An Identity Theft Monitoring firm will, at the request of an enrolled Insured, assist the Insured in canceling and replacing all of the

Insured's credit and debit cards in the instance where an Insured's wallet is stolen.

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

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

#### DD. Work-Related Coverage

Texas Legal agrees to pay, on an indemnity basis, to or on behalf of the Policyholder, legal fees incurred by the Policyholder arising from a civil or criminal charge alleged to have arisen in connection with the Policyholder's employment, including all hearings or appearances before any court or any authority or agency of federal, state or local government, in which the Policyholder is the defendant. Appeals of criminal matters are included in this Covered Legal Service. To the extent that exclusions 1, 4, and 6 as found in the Policy would operate to void coverage under this benefit, such exclusions will not apply to services covered by and claimed under this benefit.

In the event the Policyholder is reimbursed by his/her employer or any governmental agency for fees previously paid by Texas Legal, the Policyholder shall immediately refund Texas Legal's prior payment to Texas Legal. Additionally, this Covered Legal Service DD does not cover matters arising out of the ownership, operation, maintenance or use of a Self-Propelled Vehicle.

#### **Limits Of Liability:**

- A. Under each of the Covered Legal Services A through K, M through O, Q through Y, and Covered Legal Service DD, only one claim will be covered in each One Year Term, meaning that only one action or occurrence that gives rise to a claim for a Covered Legal Service will be covered in each One Year Term, per Covered Legal Service. For example, in a single One Year Term, a Policyholder 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 One Year Term that give rise to the same Covered Legal Services. So, where a policyholder 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 One Year Term, Texas Legal will only cover one of those felony charges. Under the Family Coverage Option, there can still be only one claim for these Coverages in a One Year Term regardless of the number of Insured on the Policy. If the One Year Term begins April 1, you are allowed only one claim under each category of Covered Legal Service A through K, M through O, Q through Y, and Covered Legal Service DD 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 a One Year Term to another One Year Term shall not increase the amount of benefit available. Texas Legal defines “continuation of the matter” as also 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 either through a Participating Attorney or on an indemnity basis in the instance an Insured 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 an Insured, 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 an Insured was covered under a separate, now terminated Texas Legal Independent Policy or separate, now terminated Texas Legal Group Policy (“Previous Policy,” which includes either the terminated Independent Policy or terminated Group 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 an Insured filing a claim for a Covered Legal Service, such as General Legal Services, and then terminating coverage and applying for a new Independent Policy or Group Policy soon afterward in order to circumvent the limitations described in Covered Legal Service L, General Legal Services, where an Insured is limited to a certain number of covered billed hours within a single One Year Term, or, as another example, the limitations described in Paragraph A of "Limits of Liability."

### **Exclusions:**

This Policy does not provide benefits for:

1. Legal services provided to an Insured 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 Insured 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) Protective Order; and
- (k) Guardianship.

6. Any action, proceeding or dispute between: (1) an Insured and any other party when such coverage is prohibited by law; or (2) an Insured and Texas Legal or its agents.
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 Insured is entitled to legal representation, or reimbursement for the costs thereof, from any source other than Texas Legal, whether or not the Insured 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 Policyholder for any type of legal services in which the interest of any other Insured is opposed to any interest of the Policyholder.
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 Insured 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 legal services insurance policies 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 award or by the opposing party.

12. 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.
13. Pre-Existing Conditions as defined in this Policy.
14. 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.
15. Any matter or proceeding not involving the immediate and direct interests of the Insured.
16. Modifications of bankruptcy payment plans and amendments to a bankruptcy post discharge are excluded.

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

**SCHEDULE OF BENEFITS**  
 Independent  
 Secure Plan

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
A. Bankruptcy  Bankruptcy coverage is subject to a three (3) month waiting period from the Policyholder'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 an Insured on the Policy.	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 the \$1500 covered and the presumptively reasonable fee <sup>‡</sup> set by bankruptcy court and will be paid by Policyholder through bankruptcy repayment plan or upfront	Chapter 7 – T \$300  Chapter 13 – 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
<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 Policyholder and is available to Policyholder ONLY on the policy.</p> <p>2. Benefit is subject to a six (6) month waiting period from the original effective date of the Policyholder and is available to Policyholder 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>
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	T \$1,000

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
	if applicable	
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
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 covered	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

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
		\$800
N. Uncontested Name Change	Participating Attorney's fees covered for advice, negotiations, preparation and representation in court proceedings	T \$200
O. Estate Planning (1, 2, 3, or 4, or any combination of those four options)		
1. Codicil(s)	Participating Attorney's fees covered	T up to \$100 for 1 Insured; or up to \$125 for 2 Insureds
-OR-		
Will(s) & Testamentary Trust(s) – wills that provide for distribution of assets and may contain testamentary trust provisions	Participating Attorney's fees covered	T up to \$200
-OR-		
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.	Up to 8 billed hours of Participating Attorney's fees covered	T up to \$400
2. Living Will(s)/Advance Directive(s) to Physician for up to 2 Insureds, 1 document per Insured	Participating Attorney's fees covered	T \$25 for 1 doc; \$50 for 2 docs
3. Power(s) of Attorney for up to 2 Insureds, 2 documents per Insured	Participating Attorney's fees covered	T up to \$200 PD \$50
4. Additional Documents: Declaration of Guardianship,	Participating Attorney's fees covered	T up to \$150 PD \$25

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
HIPAA Release, and/or Disposition of Remains for up to 2 Insureds, 3 documents per Insured		
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 conclusion of matter With a Will & Contested** – Up to 15 billed hours of Participating Attorney's fees covered Without a Will & Uncontested* – Up to 15 billed hours of Participating Attorney's fees covered Without a Will & Contested** – Up to 15 billed hours of Participating Attorney's fees covered	With a Will & Uncontested – T \$500 All Others – T \$700
R. Prenuptial or Postnuptial Agreement	Attorney's fees covered through conclusion of matter	T \$200
S. Residential Real Estate Transaction	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

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
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	Participating Attorney's fees covered through conclusion of matter	T \$700
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
DD. Work-Related Coverage. See benefit specific exclusions in policy.	\$1,000 reimbursement for civil matters; \$5,000 reimbursement for criminal matters	\$1,000 reimbursement for civil matters; \$5,000 reimbursement for criminal matters

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

<sup>2</sup> The below descriptions are a reference to the definitions within the Policy, and in the case of discrepancy between the two documents, the Policy controls.

Form # IND 000023 (2016)

<sup>3</sup>Participating Attorney and Non-Participating Attorney do not provide this benefit. Insureds 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. Insureds 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