

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

**SECURE PLAN**

Independent Policy for Legal Services

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

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 Boulevard  
Building One, Suite 120  
Austin, Texas 78735  
Phone: (512) 327-1372  
Toll Free: (800) 252-9346  
[www.texaslegal.org](http://www.texaslegal.org)

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

**Index**

How to Use Your Legal Services .....	3
Definitions .....	4-6
Covered Legal Services .....	6-14
Discount for Non-covered Services.....	15
Eligibility .....	15
Limits of Liability .....	15-17
Exclusions .....	17-19
Conditions .....	19-22
Portability & Conversion.....	22
Duplicate Coverage.....	22-23
Credit Coverage .....	23-26
Complaints .....	26
Notice of Claim, Proof of Expense Incurred and Payment of Claim .....	27
Appeals .....	27-28
Subrogation.....	28
Payment of Premium.....	28
ACH/Bank Drafts & Credit Card Policy .....	28-29
Miscellaneous .....	29-30

## 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 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, 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 \*\*

- 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 an establishment of a family law order, where none previously existed. An action modifying or enforcing an existing court order, such as divorce decree or an order in a suit affecting parent-child relationship, which was granted pursuant to a statute or statutes that govern familial relationships.

**\*\*Family Law Covers 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/Infirmity

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. 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 nor 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. Defense of 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 or 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:

- 1) Warranties or
- 2) 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 to 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

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 as the applicant in the petition. 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, child, stepchild, parent or sibling of the Policyholder, where the purpose of filing the form is to petition the United States government for authorization for the spouse, parent, child, or sibling 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.

<sup>†</sup>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. Credit Reports, Internet Surveillance, Credit Monitoring, Lost Wallet Protection, Identity Theft Insurance, Identity Restoration, and Child Monitoring

The Participants may enroll in a program with an Identity Theft Monitoring firm and receive the ongoing services of Credit Reports, Internet Surveillance, Credit Monitoring, Lost Wallet Protection, Identity Theft Insurance, Identity Restoration, and Child Monitoring.

**Credit Reports.** An Identity Theft Monitoring firm will provide information associated with your credit file. Daily credit reports are available for online members only. Offline members

will be eligible to call for additional reports quarterly after enrolling.

**Internet Surveillance.** An Identity Theft Monitoring firm will search the web, chat rooms and bulletin boards 24 hours a day, seven days a week to identify trading or selling of your personal information on the Dark Web.

**Credit Monitoring.** An Identity Theft Monitoring firm will actively monitor your file for indicators of fraud.

**Lost Wallet Protection.** An Identity Theft Monitoring firm will, at the request of an enrolled Participant, assist the Participant in canceling and replacing the Participant's credit, debit and medical cards.

**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 costs and unauthorized electronic fund transfers. The Identity Theft Insurance is underwritten and administered by American Bankers Insurance Company of Florida, an Assurant company. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions.

**Identity Restoration.** An Identity Theft Monitoring Firm will provide Identity Restoration specialists who are immediately available to help address credit and non-credit related fraud. Participant will receive the same level of Identity Restoration support even after your membership has expired.

**Child Monitoring.** For Participants aged 10 – 18 years old, Internet surveillance and monitoring to determine whether enrolled minors have an Experian credit report available. Also included are Identity Restoration and up to \$1M Identity Theft Insurance.

#### 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.

## **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, an Insured 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:**

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

- 1) Has completed an application form that is acceptable to Texas Legal; and
- 2) Has paid all premium due and owing to Texas Legal.

When Texas Legal has approved the application for a Policyholder and has received the initial premium, coverage for the Policyholder 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:

- 1) the day the Policyholder becomes eligible for coverage;
- 2) the day the Policyholder acquires his/her first Eligible Dependent; or
- 3) the day the Policyholder's dependent becomes eligible for coverage under the Policy.

Policyholder may elect dependent coverage by completing, signing, and submitting an application if a dependent of his or hers meets the criteria of Eligible Dependents as defined herein, and Policyholder must pay the additional premium associated therewith as charged by Texas Legal. 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 under the Policy.

The Effective Date of coverage for each Eligible Dependent for whom the Policyholder has met the above requirements will be subject to the restrictions set forth in part D of the section titled, "ACH/Bank Drafts & Credit Card Policy." Texas Legal must also receive prior to granting coverage, any additional premium required for the "Family Coverage Option."

Please note, written requests for the removal of Insured who are Eligible Dependents from the Policy are subject to the restrictions in the section titled, "Cancellation, Termination, and Reinstatement."

## **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 was initially issued.
- 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;
  - c) Adoption;
  - d) Probate;
  - 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:

- a) an Insured and any other party when such coverage is prohibited by law; or
  - b) 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.

**Conditions:**

**A. Relations of the Parties**

Attorneys engaged to perform legal services for Insureds under the terms of the Policy and are not agents or employees of Texas Legal. Attorney rendering legal services to Insureds under the Policy shall maintain the Attorney-Client relationship with Insured and said Attorney is solely responsible to Insured for all legal services provided pursuant to the Policy. Texas Legal shall not at any time interfere with or control the performance of the duties or the professional judgment of the Attorney. The Insured receiving legal services is the holder of the attorney client privilege and is the client of the Attorney, not Texas Legal.

Information from legal records of Insureds and information received by Attorney incidental to the Attorney-Client relationship shall be kept confidential and, except for the use incidental to bona fide research necessary in connection with the administration of Texas Legal and the Policy, shall not be disclosed without the written consent of the Insured.

Texas Legal shall not be liable for any acts or omissions of the Attorney. By using the legal services and benefits provided under this Policy, the Insureds agree that neither Texas Legal nor any other person involved in the marketing or the administration of Texas Legal and the Policy shall have any liability for the acts, errors, or omissions of any Attorney providing services under the Policy.

**B. Choice of Counsel**

Insured shall have the unrestricted right to employ an Attorney of his choice, subject to all Attorneys being licensed and in good standing in the applicable jurisdictions. Texas Legal shall have no obligation to recommend an Attorney and shall not be a guarantor in any manner of the skill or experience of the Attorney chosen by Insured. Note, the benefit provided under the Policy may vary if the counsel is provided by a Participating Attorney versus a non-Participating Attorney.

Once attorney-client relationship is established between Insured and Participating Attorney and services are being rendered for a particular legal matter, Texas Legal is not liable for services rendered to Insured by substitute counsel in relation to the same matter. Texas Legal shall have no obligation to coordinate payment for services of substitute counsel in the instance an Insured is dissatisfied with service from Participating Attorney with whom Insured is engaged or had recently been engaged in an attorney-client relationship. At Texas Legal's sole discretion, Texas Legal may decide to assume liability for claims from services rendered to Insured by substitute counsel for same legal matter. Requests by Insureds for Texas Legal to assume such liability must be submitted as a written appeal, and the appeal will be subject to same rules as stated in section titled "Appeals." Texas Legal defines "substitute counsel" under this section as an attorney who may or may not be a Participating Attorney and who Insured has employed to represent him or her as a substitute to previously employed counsel who was previously representing Insured on the same legal matter.

Participating Attorneys are listed on the Texas Legal Attorney Finder database on the Texas Legal website ([www.texaslegal.org](http://www.texaslegal.org)), or they can be found by writing Texas Legal

at 7500 Rialto Boulevard, Building One Suite 120, Austin, Texas 78735 or by calling Texas Legal at 1-800-252-9346.

#### C. Policy Period, Territory, Non-Participating Attorneys

This Policy provides for payment of legal fees by Attorneys as defined herein and arising out of events occurring within the United States and Canada. Coverage for payment of legal fees of non-Participating Attorneys in the Policy is on an indemnity basis. When an Insured uses a non-Participating Attorney, a stated amount is paid for each Covered Legal Service benefit as identified on the Schedule of Benefits.

This Policy provides coverage only for legal actions instituted and legal advice or services sought while the Policyholder's Policy is in effect. The legal action must have been instituted during the period the Policyholder's Policy is in effect and must not be a Pre-Existing Condition. Texas Legal will pay for legal services, as long as the beneficiary remains an Insured, up to the limits stated in the Policy. The suit must be filed or the date of the alleged criminal offense must be during the time Insured's Policy is in effect and the Attorney must be employed during that same time. In the case of Covered Legal Service M, Consumer Protection, the date of the alleged breach of contract, agreement, promise, or warranty must have occurred during the time Insured's Policy is in effect and the Attorney must be employed during that same time. In the case of Covered Legal Service Q, Probate, the date of death of the decedent, whose estate an Insured wishes to probate, shall be considered the occurrence that gives rise to the Covered Legal Service.

#### D. Amendment of this Policy

1. Texas Legal may increase the premium charged for coverage under the Policy, provided any such increase does not affect the rate charged for the One Year Term then in effect. After the One Year Term, Texas Legal has the right to change the rate charged as of any renewal premium due date. Texas Legal will notify You in writing at least 31 days prior to any change in premium rates.
2. Any change made in the Policy must be approved by an executive officer and the Board of Directors of Texas Legal, attached or endorsed to this Policy.
3. No agent or any other person can change or waive any provision of the Policy other than as specifically stated herein.

#### E. Cancellation and Termination; Reinstatement and Conversion

1. Your coverage under the Policy will terminate on the earliest of the following dates:
  - a) on the last day of the month when the Policyholder notifies Texas Legal in writing of their request to terminate the policy, subject to the restrictions set forth in part D of the section titled, "ACH/Bank Drafts & Credit Card Policy."
  - b) the last day of the month for which your Policy payments have been paid;

- c) on the last day of the month when termination of eligibility occurs;
  - d) the date Texas Legal ceases the business of providing coverage under the Policy;
  - e) the last day of the month in which Insured is no longer an Eligible Dependent.
2. Texas Legal may terminate Your Policy for fraud, non-payment of fees or premium or if the Participating Attorney determines in Texas Legal's professional and independent judgment that the Insured is unable, unwilling or incapable of accepting or understanding legal advice and services. Texas Legal shall notify the Policyholder in writing of any such cancellation. Texas Legal shall not invoke this provision for the sole reason that Insured is a minor.
  3. If the Policyholder cancels the Policy during the time in which the Policyholder or a dependent has an ongoing matter with an Attorney, Texas Legal's obligations under the Policy shall terminate as of the termination date. Texas Legal will pay the Attorney any amounts owed under the Policy prior to termination, and the Insured will be responsible for any additional charges owed to the Attorney incurred after the termination date. After the termination date, the Attorney would not be obligated to honor the Texas Legal fee schedule for the duration of service. Upon written request, if no claims have been made, the Policyholder shall be entitled to be reimbursed by Texas Legal the unearned portion of the premium paid to date wherein the amount shall be calculated on a pro rata basis over the period of the Policy term.
  4. Your coverage under the Policy may be reinstated at any time within sixty (60) days of the date the Policy terminated, with full rights and coverages, provided the Policyholder remits to Texas Legal within the sixty (60) day period all premium necessary to pay the Policy to a current status, provided (a) the cause for cancellation was not a voluntary, written request submitted to Texas Legal by the Policyholder; and (b) the Policyholder does not have history of payment issues, such as recurring returned drafts. See "Recurring Returned Drafts" under the section "Notice to ACH/Bank Draft or Credit Card Customers". Your coverage under the Policy may be reinstated at any time after the sixty (60) day termination date provided the Policyholder (i) remits the current charges due, (ii) has remitted promptly in the past, (iii) has not previously terminated the Policy and requested reinstatement; (iv) has not, in the past, made unreasonable demands, as determined in the sole discretion of Texas Legal, on the Attorney for representation and (v) submits a request for reinstatement to Texas Legal where request is then reviewed and approved at the sole discretion of Texas Legal management. All such requests are subject to the restrictions and procedures set forth in the section titled "Appeals." In the event that coverage under the Policy is reinstated after the sixty (60) days, the Policyholder shall receive the Policy that is then in effect.

#### F. Entire Agreement

This Policy, including the Schedule of Benefits and the Declarations Page, together with any applicable endorsements and the application of the Policyholder shall constitute the entire agreement between the Parties. There are no other promises, terms, conditions, or obligations made by Texas Legal referring to the subject matter. All statements, in the

absence of fraud, made by the applicant/Policyholder shall be deemed representations and not warranties and no such statements shall void the coverage or reduce benefits hereunder after the Policy has been in force for two (2) years after its Effective Date, unless such statement is in a written application attached to this Policy and a statement is material to the risk assumed by Texas Legal.

### **Portability & Conversion**

- A. The Policy allows for Eligible Dependents, who are listed on the Policy, who will cease to meet the Eligibility conditions, to apply for a Texas Legal policy and receive credit coverage as described in the section titled "Credit Coverage." The application must be received by Texas Legal by the 25<sup>th</sup> day of the month in which the Eligible Dependent fails or will fail to meet the Eligibility conditions. For example, if an Eligible Dependent would no longer meet the Eligibility conditions in this Policy because he or she is turning 26 in the month of January, then the application for a new policy must be received by the 25<sup>th</sup> of that same January.
- B. In the event that the Policyholder becomes deceased and/or is declared legally deceased by the appropriate authority, and Texas Legal is informed of the death in writing, the Policy will terminate subject to the restrictions set forth in part D of the section titled, "ACH/Bank Drafts & Credit Card Policy."

Surviving spouses who are Insured listed on the Policy may apply for a Texas Legal Group Policy, if eligible, or an Independent Policy and receive credit coverage as described in the section titled "Credit Coverage." Such an application must be received by Texas Legal within sixty (60) days after the date of termination of the Policy. If such an application is submitted by the Insured (surviving spouse) and approved by Texas Legal, and adequate payment is received wherein Texas Legal determines that no lapse exists between the end of this Policy and the beginning of the subsequent Group or Independent policy, then the provisions for Credit Coverage apply. Please see the section titled "Credit Coverage" for further information.

In the event where the Policyholder becomes deceased and/or is declared legally deceased by the appropriate authority, where Texas Legal has not been informed of the death in writing, and where premiums are continued to be paid, it is presumed that such action constitutes an election to continue coverage under the Policy and Texas Legal assumes no liability for continuing to administer the Policy as prescribed herein to the benefit of any Insured listed on the Policy.

In the event a premium refund is desired by surviving family members, Texas Legal will require a copy of the death certificate along with a written request for premium refund. Please note, such requests are subject to restrictions set forth under the section titled "Appeals," and if a refund is approved, refund payments will be issued by electronic deposit to the account from which Texas Legal was authorized to draft premium, if possible, otherwise by a check issued to the estate of the Policyholder.

### **Duplicate Coverage**

- A. "Primary Insured" means the person who either owns a Texas Legal policy or has coverage under a master policy for group legal services through his or her employer or association, which owns a Texas Legal master policy for group legal services.

- B. "Additional Insured" means a person who is a dependent of a Primary Insured and is covered on one or more Primary Insureds' Texas Legal policies as an Eligible Dependent.
- C. No person shall be allowed to be the Primary Insured on two separate policies with Texas Legal.
- D. In the instance that the same Additional Insured is listed and active on two separate Texas Legal policies, coverage shall be administered according to the following:
  - 1) In the instance that the person is a Primary Insured on one Texas Legal policy and an Additional Insured on the other, the policy on which the person is listed as the Primary Insured shall be the primary policy. The secondary policy is the one where this person is an Additional Insured.
  - 2) In the instance that a person is an Additional Insured on two separate Texas Legal policies, the Texas Legal policy in which the effective date is earliest and coverage period longest without lapse of coverage, shall be primary. The Texas Legal policy in which the effective date is most recent and coverage period shortest without lapse of coverage shall be secondary.
  - 3) Secondary policies allow for coverage except that claims for the same legal matter or occurrence may not be filed on more than one policy. For instance, a divorce claim may not be filed on both the primary and secondary Texas Legal policies, and multiple misdemeanors or felonies arising from the same occurrence or transaction may not be claimed separately on both the primary and secondary Texas Legal policies.

### **Credit Coverage**

- A. Credit coverage operates in two different ways. In some circumstances, credit coverage is an exception to provisions in the Policy prohibiting coverage for Pre-existing Conditions, and in other circumstances, it is an exception to certain waiting periods described in the Policy. The below provisions govern when and how credit coverage applies.
- B. "Former Primary Insured" means a person who was the primary insured of a prior Group Policy or Independent Policy.
- C. "Former Additional Insured" means a person who was an additional insured of a prior Group Policy or Independent Policy.
- D. "Previous Policy" means either a terminated Group Policy or terminated Independent Policy under which an Insured on this Policy was covered.
- E. In the instance that the termination date of a Previous Policy and the Effective Date of this Policy align such that there is continuous coverage without lapse, then the credit coverage provisions described below apply.
  - 1) Credit Coverage as An Exception for Pre-Existing Conditions

Where a person who is a Former Primary Insured or Former Additional Insured from a Previous Policy is continuing coverage on this Policy as an Insured without lapse as described in Paragraph E above, then credit coverage applies such that the Insured may file a claim against this Policy for a Covered Legal Service that is both included

in this Policy and was also covered under the Previous Policy to the same or greater extent of liability as it is covered under this Policy, though the action or occurrence that gave rise to the claim transpired while the Previous Policy was in effect and before the Effective Date of this Policy.

This exception, E.1 of "Credit Coverage," recognizes that there existed, prior to this Policy, coverage under a Previous Policy, and the exception is intended to provide continuing coverage where ongoing services are being provided by an Attorney for a Covered Legal Service, though the Insured terminated coverage under the Previous Policy.

Note: this exception, E.1 of "Credit Coverage," does not apply to, nullify, or affect in any way the limitation described in Paragraph A of the section titled "Limits of Liability." For example, this exception would allow for coverage for responding to a single civil action whose "original filing date" (the date the original petition was filed on) is during a One Year Term of a Previous Policy, but it would not cover responding to a second civil action whose original filing date is also during the same One Year Term as the original filing date of the first civil action.

## 2) Credit Coverage as An Exception to Certain Waiting Periods

- i) For Insureds who continued coverage by exercising rights under a "Portability & Conversion" provision of a prior Group Policy
  - a) "Named Participant" means a person who is the primary insured of a Texas Legal Group Policy, who was eligible to subscribe to the Group Policy due to being an employee of an employer or member of an association that had a master policy with Texas Legal, and who was issued a policy document that described all of the coverage provided by Texas Legal to him or her under that Group Policy.
  - b) "Eligible Dependent Participant" means a person who is an additional insured of a Texas Legal Group Policy by virtue of their meeting the Eligibility conditions of that Group Policy, their being enrolled on that Group Policy as an additional insured by the Named Participant of that Group Policy, and their enrollment being approved by Texas Legal.
  - c) For the person who was the Named Participant under the prior Group Policy and is the Policyholder of this Policy

Where a Named Participant from the prior Group Policy is continuing coverage without lapse as the Policyholder of this Policy as described in Paragraph E above and where that person applied and was approved for this Policy after exercising his or her right to apply for coverage within sixty (60) days of separation from the prior master policyholder, then credit coverage applies such that the months of coverage accrued under the prior Group Policy will be counted toward satisfying any waiting periods described by a Covered Legal Service of this Policy but only where the same Covered Legal Service was also covered under the prior Group Policy to the same or greater extent of liability as it is covered under this Policy. Credit coverage also applies here such that it operates as an exception to, or nullifies, any waiting periods that arise under this

Policy per Paragraph F of the section titled "Limits of Liability."

- d) For a person who was an Eligible Dependent Participant under the prior Group Policy and is Eligible Dependent Insured on this Policy

Where a person is continuing coverage without lapse as described in Paragraph E above from a prior Group Policy, in which he or she was an Eligible Dependent Participant, to this Policy, in which he or she is an Eligible Dependent Participant, because he or she was enrolled as an Eligible Dependent Participant by the Named Participant of this Policy who timely applied for this Policy due to: separation from a prior master policyholder, failure to meet Eligibility conditions of a prior Group Policy, or their status as a surviving spouse from a prior Group Policy, credit coverage applies such that it operates as an exception to, or nullifies, any waiting periods that arise under this Policy per Paragraph F of the section titled "Limits of Liability."

- e) For the person who was an Eligible Dependent Participant on the prior Group Policy and is the Policyholder of this Policy

Where a person is continuing coverage without lapse, as described in Paragraph E above, from a Group Policy, in which he or she was an Eligible Dependent Participant, to this Policy, in which he or she is the Policyholder, and where the Eligible Dependent Participant exercised his right to apply for an Independent Policy and receive credit coverage because he or she no longer met the Eligibility conditions of the prior Group Policy and timely applied for coverage or because he or she is the covered surviving spouse of the prior Group Policy, then credit coverage applies such that it operates as an exception to, or nullifies, any waiting periods that arise under this Policy per Paragraph F of the section titled "Limits of Liability." However, no waiting periods in this Policy described by any Covered Legal Services that are limited to the Policyholder may be satisfied by months spent covered as an Eligible Dependent Participant on a prior Group Policy.

- ii. For all other Insureds who continued coverage without lapse but did not do so by exercising rights under a provision of "Portability & Conversion" as described in a prior Group Policy

- a) For the person who is the Former Primary Insured of the Previous Policy and is the Policyholder of this Policy

Where a person is continuing coverage without lapse, as described in Paragraph E above, from a Previous Policy in which he or she is the Former Primary Insured to this Policy in which he or she is the Policyholder, credit coverage applies such that the months of coverage accrued as the Former Primary Insured under the Previous Policy will be counted toward satisfying any waiting period described by a Covered Legal Service of this Policy but only where the same Covered Legal Service was also covered under the Previous Policy to the same or greater extent of liability as it is covered under this Policy. Note, however, this exception, section E.2.ii.a of "Credit Coverage," does not nullify or affect in any way any waiting periods that arise under this Policy per Paragraph F of the section titled "Limits of Liability."

- b) For the person who is the Former Primary Insured of the Previous Policy and is an Eligible Dependent Insured on this Policy

Where a person is continuing coverage without lapse, as described in Paragraph E above, from a Previous Policy in which he or she is the Former Primary Insured to this Policy in which he or she is an Eligible Dependent Insured, no credit coverage applies as an exception to any waiting periods. Additionally, any months accrued as the Former Primary Insured of the Previous Policy are lost and cannot be counted toward satisfying waiting periods on a future Texas Group Policy or Independent Policy. Similarly, this provision does not nullify or affect in any way any waiting periods that arise under this Policy per Paragraph F of the section titled "Limits of Liability."

- c) For the person who is a Former Additional Insured on the Previous Policy and is the Policyholder or an Eligible Dependent Insured on this Policy

Where a person is continuing coverage without lapse, as described in Paragraph E above from a previous policy, in which he or she was an Eligible Dependent Participant or insured, to this Policy, in which he or she is the Named Participant or an Eligible Dependent Participant, no credit coverage applies as an exception to any waiting periods.

### **Complaints:**

Insureds who have a complaint relating to alleged improper handling of legal matters by a Participating Attorney should immediately contact Texas Legal. The Insured and Participating Attorney shall attempt to resolve any alleged issues at the time of inception prior to contacting Texas Legal. If this cannot be accomplished, a written letter to Texas Legal outlining the complaint is required, and Texas Legal will investigate the matter and make every effort to find a resolution. If the matter cannot be satisfactorily resolved, the Insured may pursue any and all remedies that are available to them.

If Insured believes that an Attorney has violated the Texas Disciplinary Rules of Professional Conduct or any other applicable rule or law, the Insured may report this information in the form of a written grievance to the State Bar of Texas, 1414 Colorado St. Austin, TX 78701 (800) 204-2222, (512) 427-1463 or to the applicable bar association of the state where the Attorney is licensed to practice law. It is important to note that malpractice and attorney misconduct are not necessarily the same. Attorneys can commit legal malpractice and not be in violation of the disciplinary rules, or they can be in violation of the disciplinary rules without committing legal malpractice. Should Insured believe either a violation of the disciplinary rules or malpractice has occurred, he has the right to pursue all recourse allowed under the law. Texas Legal shall have no part in same.

It is within the discretion of the Attorney to consider whether claims or defenses pertaining to any matter relating to the Policy presents a frivolous or otherwise unmeritorious claim or defense including decision to take any contingency case or to appeal any judgment or decision. The Attorney reserves the right to make independent professional judgments regarding presentation of same. Texas Legal will in no way influence or attempt to affect the rendering of professional services of the Attorney, that prerogative being reserved by the Attorney.

## **Notice of Claim, Proof of Expense Incurred and Payment of Claim:**

- A. In the case of making a claim for benefits for Covered Legal Services provided by a Participating Attorney, the Participating Attorney is required to file said claim for direct payment from Texas Legal pursuant to a written agreement between Texas Legal and him/her.
- B. In the case of making a claim for benefits for Covered Legal Services provided by a non-Participating Attorney, the Insured, or his Attorney, must provide a complete written claim for reimbursement to Texas Legal not more than 120 days after the final date of service for the matter for which reimbursement is sought. Failure to timely file a complete written claim for reimbursement to Texas Legal will result in Texas Legal having no obligation to make reimbursement for Legal Fees or pay the claim.
- C. Texas Legal will pay timely submitted covered claims within 120 days of the date it was submitted.
- D. Insureds actively receiving Covered Legal Services under the Policy must remain enrolled and continue to pay premium timely to obtain payment of claims. All Policy benefits will be subject to subrogation and coordination of benefits rules.
- E. All claim payments and reimbursements are subject to the maximums provided in the Schedule of Benefits.

## **Appeals**

- A. Should you have an objection or dispute regarding a claim or disagree with a Texas Legal staff decision regarding your benefit, payment of a claim, payment or collection of premium, or any other administrative decision, you have the right to request an appeal. The appeal process has certain time frames so be sure to follow them. To request an appeal, follow these steps:
  - 1) Within 90 days of the decision you dispute, send a written request to Texas Legal including your name and ID(entification) Number. Describe the circumstances of your situation and include any and all necessary documentation in support of your request. Texas Legal management, excepting the President, will review the written request, conduct an independent review of the matter, and issue a written determination within 60 days of Texas Legal's receipt of the appeal.
  - 2) If you disagree with the first determination by Texas Legal management, you may file a written appeal with the President of Texas Legal. This appeal must be filed within 90 days of the date the first response letter from management was mailed. The President will review the request and consult with Texas Legal staff. The President will make a decision, and you will be advised in writing of the reason(s) for the decision within 60 days of Texas Legal's receipt of the appeal.
- 1) If you believe that your appeal is not resolved within the appropriate time frame as a result of delay caused by Texas Legal or if you remain dissatisfied with the decision, then you may report it to the Office of the Attorney General Consumer Protection Division or take any legal action you deem appropriate. Any such legal action will not be covered under the Policy.

- 3) In the event that Texas Legal approves an appeal for refund of premium, a \$10 Administrative fee will deducted from the refund amount prior to its issuance; provided Texas Legal was not at fault for the need to appeal.

### **Subrogation**

- A. By being covered under the Policy, Insured agrees that Texas Legal can require the Insured to assign all rights of legal fees to the extent that payment is made by Texas Legal. If an assignment is sought, the Insured must, in good faith, cooperate with Texas Legal for any subrogation attempt.
- B. For the purpose of determining the applicability of and implementing the terms of this provision, Texas Legal may release to or obtain from any other policy or plan any information, with respect to any person, which it deems necessary for such purposes.

### **Payment of Premium**

Payment of Premium shall be handled by and is the obligation of the Policyholder. Policyholder shall pay to Texas Legal the premiums due under the Policy, as specified in the Declarations Page, on or before the first day of the period covered by the premiums. In case of failure to make such a payment, the Policyholder shall have a grace period of thirty-one (31) days from the date that premium was due in which to pay such premiums, whereupon this Policy shall expire and be terminated if payment still has not been received. Any notices or other materials needing to be distributed to Insureds shall be so done once Texas Legal delivers same to the Policyholder, who, in turn, is responsible for providing same to Eligible Dependents that are Insureds. Where the Policyholder fails to maintain coverage for a minimum of twelve (12) months due to nonpayment of premium or by written request to cancel the Policy, Policyholder will be charged a \$400 early termination fee if the Policyholder applies for a new Policy at a future time. This clause is intended to protect the investment of long-term policyholders and discourage abuse of the Policy by those who intend to use it as a temporary measure to obtain legal services at a reduced fee.

### **ACH/Bank Drafts & Credit Card Policy**

#### **A. Timing of the Drafts**

Payments to the Texas Legal Protection Plan, Inc. by ACH/Bank Draft or credit card, as designated on the application or other forms as appropriate, will be drafted at the beginning of the month in which premiums are due. Though premium is due on the 1st of the month, the debit may not be reflected on your account until the 2nd of the month or later, depending on the bank's, credit union's, or credit card company's guidelines for processing bank drafts or credit card payments. Each financial institution establishes its own guidelines. Texas Legal reserves the right to delay the draft or charge in the event of a national holiday, banking holiday, or at Texas Legal's own discretion.

#### **B. Returned Drafts or Credit Card Payments**

Any payment via ACH/bank draft or credit card that is returned by the financial institution for any reason including but not limited to insufficient funds, account closure, or decline of credit will cause the respective Insured to enter a default status, and the Insured will be sent a letter from Texas Legal to the last known address requesting that payment be remitted immediately for the current monthly or annual premium AND any associated financial institution fee(s). The current fee assessed by Texas Legal for any

returned ACH/Bank Drafts or credit card payments is \$25.00. The letter will also inform the Insured of the pending termination of coverage for non-payment of premium. Any Insured that does not pay the required premium will be terminated for non-payment of premium. A letter will be sent to the Insured's address of record notifying them of the action; the effective date of the termination; and the right to appeal the decision. In the event of termination of coverage, the coverage for the Insured and any dependents, if applicable, ceases to be in effect as of the date indicated on the notification of termination letter. Existing or pending legal issues shall not be covered by Texas Legal after the effective date of termination, and the Attorney providing services may bill and collect from the former Insured directly. The Attorney will not be bound to any previously agreed upon fee schedules with Texas Legal and may charge the former Insured their usual and customary rates for which the former Insured will be obligated to pay.

C. Recurring Returned Drafts or Credit Card Payments

Texas Legal reserves the right to cancel those Insureds whose accounts reflect a recent history of recurring non payment. Recurring non payment is defined as three or more rejected bank drafts and/or rejected credit card charges within a twelve month period. In the event that an Insured demonstrates a pattern of non payment as defined above, at Texas Legal's sole discretion, the Insured's coverage may be terminated. It is important to note that Texas Legal may exercise this right even if the Insured is current with respect to premiums due. In such an event, a letter will be sent to the Insured's address of record notifying them of the cancellation, the effective date of the cancellation and the right to appeal the decision as well as any option to apply for re-instatement.

D. Changing or Updating your Policy/Information

Any changes to the Policy must be communicated to Texas Legal directly and in writing. Any complete and accepted applications or written requests for changes to the Policy that are received and approved between the 1st and the 25th of a month are effective the 1st of the following month (for example, received March 25th, effective April 1st.) Those received and approved between the 26th and 31st of the month are effective the 1st of the month which follows the immediate following month (for example, received March 26th, effective May 1st.)

**Miscellaneous**

- A. The Policy and benefits provided hereunder are in no way assignable by the Policyholder or any Insured.
- B. The terms of this Policy that conflict with any applicable law are hereby amended to conform with such law.
- C. Each Policyholder shall be provided a Policy or which discloses the essential features of the benefits and limitations under the Policy.
- D. All references in the masculine include the feminine and vice versa.
- E. You, the Policyholder and your dependents who are Insured, authorize Texas Legal, as a client representative under Rule 503 of the Texas Rules of Evidence, to request and review limited documents necessary to determine Covered Legal Services, from the Attorneys who have provided Covered Legal Services to you only in relation to the matters for which claims are submitted. You agree that such review is consistent with the attorney client privilege and does not breach same.

In witness whereof, We have caused this Policy for Legal Services to be executed at our home office in Austin, Texas.

Secretary

*Stephanie Saucedo*

Stephanie Saucedo

President

*James W Buck*

James W Buck

SAMPLE

Covered Legal Service <sup>1</sup>	Maximum Benefits	
	Participating Attorney <sup>2</sup>	Non-Participating Attorney
<p><b>A. Bankruptcy</b></p> <p>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.</p>	<p>1. Chapter 7 – Participating Attorney's fees covered through filing and discharge</p> <p>-OR-</p> <p>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</p>	<p>1. Chapter 7 – Up to \$300</p> <p>-OR-</p> <p>2. Chapter 13 – Up to \$500</p>
<p><b>B. Family Law</b></p> <p>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</p> <p>-OR-</p> <p>2. Modification/ Enforcement/Establishment of Family Law Order</p>	<p>1. Divorce – Uncontested* – Participating Attorney's fees covered through conclusion of matter</p> <p>Contested** without children – Up to 15 billed hours of Participating Attorney's fees covered</p> <p>Contested** with children – Up to 30 billed hours of Participating Attorney's fees covered</p> <p>-OR-</p> <p>2. Modification/ Enforcement/Establishment of Family Law Order – Uncontested* – Participating Attorney's fees covered through conclusion of matter</p> <p>Contested** – Up to 20 billed hours of Participating Attorney's fees covered</p>	<p>1. Divorce Uncontested – Up to \$400</p> <p>Contested without children- Up to \$700</p> <p>Contested with children – Up to \$1000</p> <p>2. Modification/ Enforcement/ Establishment of a Family Law Order Uncontested – Up to \$200</p> <p>Contested – Up to \$750</p>
<p><b>C. Adoption</b></p> <p>Representation where an Insured is seeking to adopt a minor or adult.</p>	<p>Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs</p>	<p>Uncontested- Up to \$350</p> <p>Contested- Up to \$750</p>
<p><b>D. Insanity/Infirmity</b></p>	<p>Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs</p>	<p>Up to \$1,000</p>

Covered Legal Service <sup>1</sup>	Maximum Benefits	
	Participating Attorney <sup>2</sup>	Non-Participating Attorney
E. Juvenile/Children's Court	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs	Up to \$300
F. Habeas Corpus	Participating Attorney's fees covered for consultations, preparation and representation in court proceedings	Up to \$200
G. Felony	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs, and sentencing hearing if applicable	Up to \$1,000
H. Driving/Boating While Intoxicated 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	Up to \$500
I. Defense of Driving Privilege 1. Defense of misdemeanor charge which will result in license suspension or revocation (excepting DWI/BWI & DUI/BUI). -OR- 2. Administrative License Revocation (ALR)	1. License Suspension/Revocation resulting in a Misdemeanor Charge Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs -OR- 2. ALR Hearing Participating Attorney's fees covered for preparation and representation at hearing	Up to \$200
J. Misdemeanor 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	Up to \$500
K. Defense of Civil Action Except actions arising out of the ownership, operation, maintenance or use of a Self-Propelled Vehicle or actions arising under statutes that govern familial relationships, such as the Texas Family Code.	Up to 20 billed hours of Participating Attorney's fees	Justice Court – Up to \$200 Disposition without Trial – Up to \$500 Disposition with Trial – Up to \$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.	Up to \$300 Per Hour \$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 – Up to \$200 Civil Action without trial – Up to \$500 Civil Action with trial – Up to \$800

Covered Legal Service <sup>1</sup>	Maximum Benefits	
	Participating Attorney <sup>2</sup>	Non-Participating Attorney
N. Uncontested Name Change	Participating Attorney's fees covered for advice, negotiations, preparation and representation in court proceedings	Up to \$200
O. Estate Planning (1, 2, 3, or 4, or any combination of those four options)	<p>1. Participating Attorney's fees covered</p> <p>-OR-</p> <p>Participating Attorney's fees covered</p> <p>-OR-</p> <p>Up to 8 billed hours of Participating Attorney's fees covered</p> <p>2. Participating Attorney's fees covered</p> <p>3. Participating Attorney's fees covered</p> <p>4. Participating Attorney's fees covered</p>	<p>1. Up to \$100 for 1 Insured; or up to \$125 for 2 Insureds</p> <p>-OR-</p> <p>Up to \$200</p> <p>-OR-</p> <p>Up to \$400</p> <p>2. \$25 for 1 doc; \$50 for 2 docs</p> <p>3. Up to \$200 \$50 per doc</p> <p>4. Up to \$150 \$25 per doc</p>
<p>1. Codicil(s)</p> <p>-OR-</p> <p>Will(s) &amp; Testamentary Trust(s) – wills that provide for distribution of assets and may contain testamentary trust provisions.</p> <p>-OR-</p> <p>Will(s) &amp; Living Trusts – An estate plan that includes both the drafting of will(s) for the distribution of assets, which may contain testamentary trust provisions, and the drafting of living trust(s) (revocable or irrevocable) including any necessary deeds drawn up concurrently.</p> <p>2. Living Will(s)/Advance Directive(s) to Physician for up to 2 Insureds, 1 document per Insured.</p> <p>3. Power(s) of Attorney for up to 2 Insureds, 2 documents per Insured.</p> <p>4. Additional Documents: Declaration of Guardianship, HIPAA Release, and/or Disposition of Remains for up to 2 Insureds, 3 documents per Insured.</p>		
P. Consultation	Participating Attorney's fees covered for up to 4 consultations per One Year Term. See other limitations in Policy.	Up to \$100 \$25 per consult
Q. Probate	<p>1. With a Will &amp; Uncontested* – Participating Attorney's fees covered through conclusion of matter</p> <p>2. With a Will &amp; Contested** – Up to 15 billed hours of Participating Attorney's fees covered</p> <p>3. Without a Will &amp; Uncontested* – Up to 15 billed hours of Participating Attorney's fees covered</p> <p>4. Without a Will &amp; Contested** – Up to 15 billed hours of Participating Attorney's fees covered</p>	<p>1. Uncontested with a will- Up to \$500</p> <p>All Others- Up to \$700</p>
R. Prenuptial or Postnuptial Agreement	Participating Attorney's fees covered through conclusion of matter	Up to \$200

Covered Legal Service <sup>1</sup>	Maximum Benefits	
	Participating Attorney <sup>2</sup>	Non-Participating Attorney
S. Residential Real Estate Transaction	Participating Attorney's fees covered through conclusion of matter	Up to \$250
T. Expunction & Order of Nondisclosure	Participating Attorney's fees covered through conclusion of matter	Up to \$350
U. Traffic Ticket	Participating Attorney's fees covered for pretrial consultations, negotiations, preparation and pleadings, but trial is not covered	Up to \$100
V. Public Intoxication	Participating Attorney's fees covered for consultations, negotiations, preparation and pleadings through trial, if trial occurs	Up to \$400
W. Family Immigration Assistance	Participating Attorney's fees covered through conclusion of matter	Up to \$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 – Up to \$300 Contested – Up to \$700
Y. Protective Order	Participating Attorney's fees covered through conclusion of matter	Up to \$200
Z. Financial Counseling	See Footnote 3	See Footnote 3
AA. Legal Access Services – Unlimited	See Footnote 3	See Footnote 3
BB. Identity Theft Restoration	See Footnote 3	See Footnote 3
CC. Credit Reports, Internet Surveillance, Credit Monitoring, Lost Wallet Protection, Identity Theft Insurance, Identity Restoration, and Child Monitoring	See Footnote 3	See Footnote 3
DD. Work-Related Coverage. See benefit specific exclusions in the 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> 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.

<sup>2</sup> Payment for services provided by the Participating Attorney beyond the stated limits are the responsibility of the Policyholder.

<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.

\* "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.