

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

GROUP LEGAL SERVICES

SELECT PLAN

Certificate of Coverage

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

Dear Named Participant:

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

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

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

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

Sincerely,

Texas Legal Protection Plan, Inc.
7500 Rialto Boulevard
Building One, Suite 120
Austin, Texas 78735
Phone: (512) 327-1372
Toll Free: (800) 252-9346
www.texaslegal.org

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How to Use Your Group Legal Services

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

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

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

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

Definitions

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

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

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

Covered Legal Services

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

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

A. Family Law **

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

-OR-

2. Named Participant is the petitioner or respondent in an action, such as 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 Service A.1 and A.2 apply only to the Named Participant and are subject to a six (6) month waiting period from the Named Participant's original Effective Date. The Original Petition/Motion file date must fall on or after six months from the Named Participant's Effective Date of coverage, no matter whether the Named Participant is the petitioner or the respondent; that is the 1st of the month after 6 entire months have elapsed from the Named Participant's Effective Date.**

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

-OR-

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

C. General Legal Services

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

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

D. Consumer Protection

Representation for a Participant in negotiations but not a legal action required for the enforcement of written or implied:

- 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 a Participant a loss.

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

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

E. Uncontested Name Change

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

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

separation of married spouses.

F. Estate Planning

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

G. Consultation

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

Under Covered Legal Service G, the maximum benefit you and your family that are Participants are entitled is a total of two (2) consultations during the Policy Year. Consultations are limited to one (1) consultation per Attorney per legal issue within a 60 day period. For instance, a Participant may consult with an Attorney regarding a potential divorce and have another separate consultation with the same Attorney for a potential bankruptcy. However, the Participant may not consult with the same Attorney twice about the same potential divorce within a 60 day period. Participant also may not use Covered Legal Service G to consult with an Attorney on a matter where Attorney is currently engaged in representing same Participant in that same matter.

H. Legal Access Services

Unlimited toll-free telephone advice and consultation for Participants from legal access law firms or lawyers, as indicated on the Declarations Page or selected at the discretion of Texas Legal. Legal access law firms and lawyers are independent law firms and lawyers that have entered into a written agreement with Texas Legal to provide telephone advice to Participants. Telephone advice is the type of legal service which, within applicable standards of professional care and conduct, may be rendered by an attorney in one or more conversations. *This telephone service is not intended to provide for legal representation or replace the attorney-client relationship when legal matters are complex enough to justify retaining an attorney for representation, and attorneys providing the telephone service reserve the right to refuse further services in those instances.*

I. Identity Theft Restoration

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

J. 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.

Discount for Non-covered Services

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

Eligibility

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

- 1) is a member of the association that is the Master Policyholder or employee of the employer

that is the Master Policyholder; and

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

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

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

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

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

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

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

Please note, written requests for the removal of Participants who are Eligible Dependents from the Policy are subject to the restrictions in part 1(a) where the Responsible contact is the Master Policyholder or part 1(b) where the Responsible contact is the Named Participant, as designated on the Declarations Page, of the section titled, "Cancellation, Termination, and Reinstatement."

Limits Of Liability

- A. Under each of Covered Legal Services A through B, D through F, only one claim will be covered in each Policy Year, meaning that only one action or occurrence that gives rise to a claim for a Covered Legal Service will be covered in each Policy Year, per Covered Legal Service. For example, in a single Policy Year, a Named Participant could file for divorce, have his or her will drafted, and respond to a civil action, filing claims for each of the three actions or occurrences under the appropriate Covered Legal Service, A, F, and B, respectively; however, Texas Legal would not cover and is not liable for any *further* actions or occurrences transpiring within the same Policy Year that give rise to the same Covered Legal Services. So, where a Named Participant is the respondent to two different civil actions (one for eviction and one for credit card debt), and both of the original file dates of the original petitions for those civil actions are within a single Policy Year, Texas Legal will only cover one of those civil actions. Under the Family Coverage Option, there can still be only one claim for these Covered Legal Services in a Policy Year regardless of the number of Participants on the Policy. If the Policy Year begins April 1, you are allowed only one claim under each category of Covered Legal Service A through B, D through F for you and your entire family between and including that date and March 31 of the following year.
- B. The continuation of a legal matter, or the continuation of payment on a legal matter to an Attorney, from one Policy Year to another Policy Year shall not increase the amount of benefit available. Texas Legal defines “continuation of the matter” as including but not limited to: new divorce, annulment, or legal separation services for couple who was previously involved in divorce, annulment, or legal separation proceedings within the past year and who reconciled within the past year.
- C. Coverage is provided for services of a Participating Attorney or on an indemnity basis where a Participant receives services from a Non-Participating Attorney, but not under both for any given Covered Legal Service.
- D. Except for Covered Legal Services C, G, and H, the Covered Legal Services listed above provide for services where the Attorney has entered into an agreement with a Participant, the attorney-client relationship has been established, and the Attorney is the primary attorney handling the matter or the attorney of record in the case of pleadings. The Covered Legal Services provided herein, except C, G and H, do not provide for second or additional counsel services.
- E. Where changes in law not specifically governing Texas Legal broaden the meaning of any terms used in the section titled “Covered Legal Services” or narrow the meaning of any terms used in the section titled “Exclusions,” Texas Legal reserves the right to construe the terms in light of the law in effect at the time that the Policy was initially issued.
- F. Where a Participant was covered under a separate, now terminated Texas Legal Group Policy or separate, now terminated Texas Legal Independent Policy (“Previous Policy,” meaning either the terminated Group Policy or the terminated Independent Policy) within the twelve months preceding the Effective Date of this Policy and where a claim was filed for a Covered Legal Service on that Previous Policy within the twelve months preceding the Effective Date of this Policy, there arises under this Policy a twelve month waiting period for any and all Covered Legal Services whose description matches, or nearly matches, the description of any Covered Legal Service that was claimed under the Previous Policy within

the twelve months preceding the Effective Date of this Policy. This provision is intended to preclude the possibility of a Participant filing a claim for a Covered Legal Service, such as General Legal Services, and then terminating coverage and applying for a new Group Policy or Independent Policy soon afterward in order to circumvent the limitations described in this Policy, such as the limitations under Covered Legal Service C, General Legal Services, where a Participant is limited to a certain number of covered billed hours within a single Policy Year, or, as another example, the limitation described in Paragraph A of "Limits of Liability."

Exclusions

This Policy does not provide benefits for:

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

Attorney for his time spent providing Covered Legal Services. Examples of these excluded costs are filing fees, travel, court reporter's fees, fines, penalties, sanctions, expert witness fees, bonds, guardian/attorney *ad litem* fees, attorney fees assessed, exhibits, transcripts, postage, telephone, photo copying, investigative costs, and other incidental and out-of-pocket legal and litigation fees and costs. Note: for travel by automobile specifically, Attorney is entitled for reimbursement only for mileage at the standard mileage rate set by the Internal Revenue Service that was in effect during the time that the travel was undertaken. Your Attorney can explain whether your case will require any of these fees or costs, which ones may be involved, and how much they will be.

9. Any legal services in which the Participant is entitled to legal representation, or reimbursement for the costs thereof, from any source other than Texas Legal, whether or not the Participant perfects or exercises this right. An example: Your homeowner's policy pays legal fees if you are sued as a result of an accident in your home, and thus, this Policy would not apply.
10. To anyone except the Named Participant for any type of legal services in which the interest of any other Participant is opposed to any interest of the Named Participant.
11. Matters for which a contingency fee is customarily charged, and probate, workers' compensation and similar matters as to which a fee is normally allowed, except that the Participant may obtain limited legal advice under Covered Legal Service C, provided the service is not excluded by other provisions of this Policy. These matters are typically excluded from group legal services plans because methods of financing attorneys' fees already exist. For example, if you are injured in an automobile accident and the driver of the other car seems to be at fault for the accident, an attorney will typically represent you for a percentage of any damages that you may recover from the other driver. If no damages are recovered your attorney will get no fee for his or her services. This is called a contingency fee arrangement because the attorney's fee is contingent on recovery. In probate, workers' compensation, social security and some other types of cases the court or hearing agency or officer will determine that your attorney's fee is to be paid out of an estate or award or by the opposing party.
12. Employment related matters including but not limited to any dispute involving the Participant's employer or its affiliates, their officers, or directors, the Participant's employee benefit plan, credit union, programs or arrangements sponsored by that employer, or cases involving workers' compensation, unemployment compensation, sexual harassment, or any discrimination.
13. Asserting claims or defenses that the Attorney deems frivolous, harassing, or unethical or that is otherwise prohibited by the rules of professional conduct of the state in which the Attorney is licensed that are applicable.
14. Pre-Existing Conditions as defined in this Policy and the Certificate.
15. Any legal service not specifically provided under the benefits and provisions of the Policy. All benefits will be limited to those Covered Legal Services specifically stated herein.
16. Any matter or proceeding not involving the immediate and direct interests of the Participant.

Conditions

A. Relations of the Parties

Attorneys engaged to perform legal services for Participants under the terms of the Policy are not agents or employees of Texas Legal or the Master Policyholder. Attorney rendering legal services to Participants under the Policy shall maintain the Attorney-Client relationship with Participant and said Attorney is solely responsible to Participants for all legal services provided pursuant to the Policy and program. Neither Texas Legal nor the Master Policyholder shall at any time interfere with or control the performance of the duties or the professional judgment of the Attorney. The Participant 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 Participants 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 the Policy and the program contemplated thereby, shall not be disclosed without the written consent of the Participant.

Neither Texas Legal nor the Master Policyholder is liable for any acts or omissions of the Attorney. By using the legal services and benefits provided under this Policy, the Participants agree that neither Texas Legal nor the Master Policyholder, nor any other person involved in the marketing or the administration of the Policy, shall have any liability for the acts, errors, or omissions of any Attorney providing services under the Policy.

B. Choice of Counsel

Participant 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 Participant. 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 Participant and Participating Attorney and services are being rendered for a particular legal matter, Texas Legal is not liable for services rendered to Participant 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 a Participant is dissatisfied with service from Participating Attorney with whom Participant 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 Participant by substitute counsel for same legal matter. Requests by Participants 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 Participant has employed to represent him or her as a substitute to previously employed counsel who was previously representing Participant on the same legal matter.

Participating Attorneys are listed on the Texas Legal Attorney Finder database on the Texas Legal website (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 a Participant uses a non-Participating Attorney, a stated amount is paid for each Covered Legal Services 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 Named Participant's Certificate is in effect. The legal action must have been instituted during the period the Participant's Certificate is in effect and must not be a Pre-Existing Condition. Texas Legal will pay for legal services, as long as the beneficiary remains a Participant under the Policy, up to the limits stated in the Policy. The suit must be filed during the time Participant's Certificate is in effect, and the Attorney must be employed during that same time. In the case of Covered Legal Service D, Consumer Protection, the date of the alleged breach of contract, agreement, promise, or warranty must have occurred during the time Participant's Certificate is in effect and the Attorney must be employed during that same time.

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 Policy Year then in effect. After the Policy Year, 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 the Policy and this Certificate of Coverage.
- 3) No agent or any other person can change or waive any provision of the Policy or of this Certificate other than as specifically stated herein.

E. Cancellation, Termination, and Reinstatement

- 1) Your coverage under the Policy will terminate on the earliest of the following dates:
 - a) on the last day of the month during which the termination of employment or group membership eligibility occurs; provided that the Master Policyholder notifies Texas Legal in writing concerning the same;
 - b) on the last day of the month in which the Named Participant notifies Texas Legal, in writing, of his request to terminate the Certificate, subject to the restrictions set forth in part D of the section titled, "ACH/Bank Drafts & Credit Card Policy." If provisions set by the Master Policyholder bar such direct requests by the Named Participant, then coverage will not terminate per this provision E.1 (b).
 - c) the last day of the month for which your Policy payments have been paid;
 - d) the date the Policy terminates;

- e) the date on which the Master Policyholder terminates its relationship with Texas Legal; or
 - f) the last day of the month in which Participant is no longer an Eligible Dependent.
- 2) Texas Legal may cancel your participation in the 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 Participant is unable, unwilling or incapable of accepting or understanding legal advice and services. Texas Legal shall notify the Named Participant in writing of any such cancellation. Texas Legal shall not invoke this provision for the sole reason that Participant is a minor.
 - 3) If the Named Participant cancels his or her participation in the Policy during the time in which the Named Participant 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 Participant 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 Named Participant 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, if the Named Participant 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 Named Participant; and (b) the Named Participant does not have history of payment issues, such as recurring returned drafts. See "Recurring Returned Drafts" under the section "ACH/Bank Drafts & Credit Card Policy." Your coverage under the Policy may be reinstated at any time after the sixty(60) day termination date provided the Named Participant (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 Named Participant shall receive the Certificate of Coverage that is then in effect.

F. Entire Agreement

This Policy, the Certificate, the Schedule of Benefits, the Declarations Page, any applicable endorsements and the application of the Named Participant 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/Named Participant shall be deemed representations and not warranties and no such statements shall void the coverage or reduce benefits hereunder after the Certificate has been in force for two (2) years after its

Effective Date, unless such statement is in a written application attached to this Certificate and a statement is material to the risk assumed by Texas Legal.

Portability & Conversion

- A. The Policy will remain in effect until Texas Legal is notified in writing otherwise or the payment of premium ceases by the Responsible Contact as designated on the Declarations Page, subject to the provisions under section titled "Eligibility" and "Cancellation, Termination, and Reinstatement." It is presumed that the lack of written notification to terminate in conjunction with the continuance of the Responsible Contact to pay premiums constitute an election to continue coverage under the Policy.
- B. In the instance where Texas Legal is notified in writing that the Named Participant is separating from the Master Policyholder, the Named Participant has 60 days from the date of separation to submit an application in order to convert this current Policy into an Independent Policy or apply for a Group Policy as part of a separate employer or association that has a master policy with Texas Legal, if eligible, and in either case receive credit coverage as described in the section titled "Credit Coverage."
- C. The Policy allows for Eligible Dependents, who are listed on the Policy, who will cease to meet the Eligibility conditions, to apply for their own Group Policy as part of an employer or association that has a master policy with Texas Legal, if eligible, or apply for an Independent Policy and in either case receive credit coverage as described in the section titled "Credit Coverage." Such an application must be received by Texas Legal by the 25th 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 25th of that same January.
- D. In the event that the Named Participant 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 Participants listed on the Policy may apply for a Texas Legal Independent Policy or a Group Policy as part of a separate employer or association that has a master policy with Texas Legal, if eligible, and in either case 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 Participant (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 Named Participant 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 Participants 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 Named Participant.

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.

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.

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 a Participant 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 below provisions 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 a Participant without lapse as described in Paragraph E above, then credit coverage applies such that the Participant 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 Participant 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 provide coverage for responding to a single civil action whose "original filing date" (the date the original petition was filed on) is during a Policy Year of a Previous Policy, but it would not cover responding to a second civil action whose original filing date is also during the same Policy Year as the original filing date of the first civil action.

2) Credit Coverage as An Exception to Certain Waiting Periods

- i) For Participants who continued coverage by exercising rights under a "Portability & Conversion" provision of a prior Group Policy
 - a) For the person who was the Named Participant under the prior Group Policy and is the Named Participant 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 the Named Participant, to this Policy in which he or she is also the Named Participant, and where that person applied and was approved for this Policy after exercising his or her right to apply within sixty (60) days of separation from the prior master policyholder for a Group Policy under this 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."

- b) For a person who was an Eligible Dependent Participant under the prior Group Policy and is an Eligible Dependent Participant 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."

- c) For the person who was an Eligible Dependent Participant on the prior Group Policy and is the Named Participant on 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 Named Participant, and where that person timely applied and was approved for this Policy in accordance with his or her right under a prior Group Policy to timely apply for a new Group Policy and receive credit coverage because he or she no longer met conditions for being an Eligible Dependent, like becoming age 26, or because he or she was a covered surviving spouse from a 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 limited to the Named Participant may be satisfied by months spent covered as an Eligible Dependent Participant on a prior Group Policy.

- ii) For all other Participants 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 Named Participant 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 the Named Participant, 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, that this exception, 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 Participant 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 Participant, no credit coverage applies as an exception to any waiting periods described in this Policy. 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 Group Policy or Independent Policy.

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

Participants who have a complaint relating to alleged improper handling of legal matters by a Participating Attorney should immediately contact Texas Legal. The Participant 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 Participant may pursue any and all remedies that are available to them.

If Participant believes that an Attorney has violated the Texas Disciplinary Rules of Professional Conduct or any other applicable rule or law, the Participant 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 Participant 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 or Certificate 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 Participant, 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. Participants 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.
 - 3) 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.
 - 4) 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 participating in the Policy, Participant agrees that Texas Legal can require the Participant to assign all rights of legal fees to the extent that payment is made by Texas Legal. If an assignment is sought, the Participant 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 plan or policy any information, with respect to any person, which it deems necessary for such purposes.

Payment of Premium

Payment of Premium can be handled by the Master Policyholder or by the Named Participant and

such election shall be identified on the Declarations Page as “A” or “B” as described below.

- A. The Master Policyholder shall pay to Texas Legal the premiums due under this Certificate, 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 Master Policyholder shall have a grace period of thirty-one (31) days in which to pay such premiums, whereupon this Certificate shall expire and be terminated if payment still has not been received. Any notices or other materials needing to be distributed to Participants shall be so done once Texas Legal delivers same to Master Policyholder. Master Policyholder is solely responsible for transmitting same to Named Participants, who, in turn, are responsible for providing same to Eligible Dependent Participants.
- B. The Named Participant shall pay to Texas Legal the premiums due under this Certificate, 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 Named Participant shall have a grace period thirty-one (31) days from the date that premium was due in which to pay such premiums, whereupon this Certificate shall expire and be terminated if payment still has not been received. Any notices or other materials needing to be distributed to Participants shall be so done once Texas Legal delivers same to the Named Participants, who, in turn, are responsible for providing same to Eligible Dependent Participants. Where the Named Participant is the responsible contact and fails to maintain coverage for a minimum of twelve (12) months due to nonpayment of premium or by written request to cancel the Policy, Named Participant will be charged a \$400 early termination fee if the Named Participant 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 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 Participant to enter a default status, and the Participant 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

Participant of the pending termination of coverage for non-payment of premium. Any Participant that does not pay the required premium will be terminated for non-payment of premium. A letter will be sent to the Participant'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 Participant 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 Participant directly. The Attorney will not be bound to any previously agreed upon fee schedules with Texas Legal and may charge the former Participant their usual and customary rates for which the former Participant will be obligated to pay.

C. Recurring Returned Drafts or Credit Card Payments

Texas Legal reserves the right to cancel those Participants 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 a Participant demonstrates a pattern of non payment as defined above, at Texas Legal's sole discretion, the Participant's coverage may be terminated. It is important to note that Texas Legal may exercise this right even if the Participant is current with respect to premiums due. In such an event, a letter will be sent to the Participant'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, Certificate, and benefits provided hereunder are in no way assignable by the Master Policyholder or any Participant.
- B. The terms of this Policy or Certificate that conflict with any applicable law are hereby amended to conform with such law.
- C. Each Participant shall be provided a Certificate that discloses the essential features of the benefits and limitations of the Policy. It shall be the responsibility of the Master Policyholder to distribute the Certificates to each Participant, and each Participant may review the Policy at the Master Policyholder's place of business. This document may be the Certificate.
- D. All references in the masculine include the feminine and vice versa.
- E. You, the Named Participant and your dependents who are Participants, 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 Group Master 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 ¹ | Maximum Benefits | |
|---|---|---|
| | Participating Attorney ² | Non-Participating Attorney |
| <p>A. Family Law</p> <p>Benefit is subject to a six (6) month waiting period from the original effective date of the Named Participant and is available to Named Participant ONLY on the policy.</p> <p>1. Divorce -OR- 2. Modification/ Enforcement/ Establishment of Family Law Order</p> | <p>1. Divorce – Up to 10 billed hours of Participating Attorney's fees covered -OR- 2. Modification/Enforcement/Establishment of Family Law Order – Up to 10 billed hours of Participating Attorney's fees covered</p> | <p>1. Divorce – Up to \$250 -OR- 2. Modification/ Enforcement/ Establishment of a Family Law order- Up to \$250</p> |
| <p>B. Defense of Civil Action</p> <p>Except actions arising out of the ownership, operation, maintenance or use of a Self-Propelled Vehicle or actions arising under statutes that govern familial relationships, such as the Texas Family Code.</p> | <p>Up to 8 billed hours of Participating Attorney's fees covered</p> | <p>Up to \$250</p> |
| <p>C. General Legal Services</p> | <p>Up to 2 billed hours of Participating Attorney's fees covered per Policy Year. See other limitations in Policy.</p> | <p>Up to \$100 Per Hour \$50</p> |
| <p>D. Consumer Protection</p> | <p>Participating Attorney's fees covered for consultations and negotiations</p> | <p>Negotiations only- Up to \$200</p> |
| <p>E. Uncontested Name Change</p> | <p>Participating Attorney's fees covered for advice, negotiations, preparation and representation in court proceedings</p> | <p>Up to \$200</p> |
| <p>F. Estate Planning (1, 2, 3, 4 or any combination of those four options)</p> <p>1. Codicil(s) -OR- Will(s) & Testamentary Trust(s) – wills that provide for distribution of assets and may contain testamentary trust provisions. -OR- Will(s) & Living Trusts – An estate plan that includes both the drafting of will(s) for the distribution of assets, which may contain testamentary trust provisions, and the drafting of living trust(s) (revocable or irrevocable) including any necessary deeds drawn up concurrently.</p> <p>2. Living Will(s)/Advance Directive(s) to Physician for up to 2 Participant's, 1 document per Participant.</p> <p>3. Power(s) of Attorney for up to 2 Participant's, 2 documents per Participant.</p> <p>4. Additional Documents: Declaration of Guardianship, HIPAA Release, and/or Disposition of Remains for up to 2 Participant's, 3 documents per Participant.</p> | <p>1. Participating Attorney's fees covered -OR- Participating Attorney's fees covered -OR- 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 Participant; Up to \$125 for 2 Participants -OR- Up to \$200 -OR- 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> |

| Covered Legal Service ¹ | Maximum Benefits | |
|---|---|--------------------------------|
| | Participating Attorney ² | Non-Participating Attorney |
| G. Consultation | Participating Attorney's fees covered for up to 2 consultations per One Year Term. See other limitations in Policy. | Up to \$50 \$25 per consult |
| H. Legal Access Services – Unlimited | See Footnote 3 | See Footnote 3 |
| I. Identity Theft Restoration | See Footnote 3 | See Footnote 3 |
| J. Credit Reports, Internet Surveillance, Credit Monitoring, Lost Wallet Protection, Identity Theft Insurance, Identity Restoration, and Child Monitoring | See Footnote 3 | See Footnote 3 |

¹ The below descriptions are a reference to the definitions within the Certificate of Coverage, and in the case of discrepancy between the two documents, the Certificate of Coverage controls.

² Payment for services provided by the Participating Attorney beyond the stated limits are the responsibility of the Named Participant.

³ Participating Attorney and Non-Participating Attorney do not provide this benefit. Participants must use Texas Legal selected vendor indicated on the Declarations Page for the unlimited benefit. This benefit is provided at no additional cost to the Participant.

* “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.