



**U.S. Legal Services, Inc.
A Florida Insurer**

POLICY OF INSURANCE

The Family Defender®

U.S. Legal Services, Inc.
8133 Baymeadows Way
Jacksonville, Florida 32256
800-356-LAWS

2001 FAM - FL
US109A Family Defender®
01/2014

I. Introduction and Agreement

U.S. Legal Services, Inc.® is referred to throughout this document as “We”, “Us”, “Our” and this Family Defender Policy, including the benefits, application and any endorsements, is referred to as the “Policy”.

In this Policy the terms “You”, “Your” and “Yours” refer solely to the Policyholder.

We agree, subject to the Policy provisions:

- To pay for legal services covered by the Policy as provided by a Participating or Network Attorney.

You agree:

- To comply with all the provisions of this Policy and to pay Your Premium and any applicable fees on time; and
- To comply with Our rules; and
- To notify Us of any change which may affect the Premium.

II. Definitions

“Attorney”: Person admitted to practice law in his/her respective state and authorized to perform both civil and criminal legal functions for clients. This includes drafting of legal documents and giving of legal advice. This also includes representing clients before courts, administrative agencies, boards, etc.

“Attorney Fee”: The Reasonable and Customary Amounts billed by an Attorney only for time spent providing legal services, usually billed on an hourly basis.

“Covered Legal Services”: Legal services provided by a Participating or Network Attorney for items listed under Section III – Benefits in this Policy and not otherwise excluded.

“Effective Date”: At 12:01 a.m. EST., the date this Policy takes effect.

“Policyholder”: Each of the following:

- (a) Participating Employee;
- (b) Participating Employee’s spouse;
- (c) The unmarried dependent children under the age of 19 who reside in the household of a Participating Employee; or
- (d) The unmarried dependent children under the age 23 if a full time student.

“Legal Issue”: A disagreement between the Policyholder and any other person or entity regarding legal rights.

“Participating or Network Attorney”: A law firm or Attorney designated by Us.

“Pre-existing”: Occurring prior to the Effective Date of this Policy.

“Premium”: Amount paid for policy.

“Reasonable and Customary Amount”: The number of hours or dollars required for performing like legal services under similar circumstances.

“Trial”: A judicial examination and determination of issues between parties to action, whether they be issues of law or fact, before a court that has jurisdiction.

“We”, “Us” and “Our”: U.S. Legal Services, Inc.

“You”, “Your” and “Yours”: Refers to the Policyholder.

III. Benefits

The following legal services provided by a Participating or Network Attorney are available to eligible Policyholder:

A. Advice and Consultation:

1. Office and Telephone Consultation: This service provides the opportunity to discuss with a Participating or Network Attorney any personal legal problems that are not specifically excluded. The Participating or Network Attorney will explain the Policyholder's rights under the law, point out his or her options and recommend a course of action. The Participating or Network Attorney will identify further coverage available under the Policy, and will undertake representation if the Policyholder so requests. If representation is covered by the Policy, the Policyholder will not be charged for the Participating or Network Attorney's services. If representation is recommended, but is not covered by the Policy, the Participating or Network Attorney will provide a written fee statement in advance. The Policyholder may choose whether to retain the Participating or Network Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Policyholder may use this service, although, it is not intended to provide the Policyholder with continuing access to a Participating or Network Attorney in order to undertake his or her own representation.

B. Consumer-Seller Protection:

1. Consumer Protection Matters: This service covers the Policyholder as Plaintiff for representation, including trial, in disputes over consumer goods and services. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment. It covers correspondence, negotiation, filing of suit, ending in settlement or judgment and trial, if necessary.*

* Trial Supplement: In addition to fees indicated for trials, We will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.

2. Personal Property Protection: This service covers counseling the Policyholder over the phone or in the office on any personal property issue such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is also included. The service also includes reviewing any personal legal documents and preparing promissory notes, affidavits and demand letters.

C. Personal Injury: Including auto accidents, medical malpractice and similar causes of action. In the event the Participating or Network Attorney assumes responsibility over any matter where the recovery of legal fees is provided by statute, by contract, contingent or otherwise, or by the nature of the claim, any attorney fees recovered shall be the property of the Participating or Network Attorney. If the case is one which is to be handled according to contingent contract, however, the first \$1,000 shall be exempt from any fee. Participating or Network Attorney will represent the Plan Member under a contingent fee arrangement where the contingent fee cannot exceed 25% of the net recovery if successfully resolved before or after trial, or cannot exceed 30% of the net recover if successfully resolved only after appeal. Contingency fee terms will be set based on agreement between the Participating or Network Attorney and the Policyholder, except where such fees are controlled by Federal or State Statute in which case the terms of the statutes shall control.

D. Criminal Matters:

1. Misdemeanor Defense: This service covers representation for Policyholders in defense of any criminal misdemeanor charge. Representation includes court hearings, negotiation with the prosecutor and trial.*

* Trial Supplement: In addition to fees indicated for trials, We will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.

2. Habeas Corpus: This service covers the Policyholder for all the preparation of all paperwork needed, and attendance at the hearing to pursue a habeas corpus proceeding to obtain the release of a Policyholder who is being unlawfully imprisoned.

E. Civil Lawsuits:

1. Administrative Hearing Representation: This service covers the Policyholder in defense of civil proceedings before a municipal, county, or state administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse government action. It does not apply where services are available or are being provided by virtue of a homeowner or vehicle insurance policy. It does not include family law matters, post judgment matters or litigation of a job-related incident.

2. Civil Actions as Plaintiff: Representation of a Policyholder up to and including trial for civil cases where there is a legitimate cause of action and is not a frivolous case as determined by the Participating or Network Attorney and is further subject to the provisions and conditions in paragraph "C" above.

3. Civil Actions as Defendant: Representation of a Policyholder as a named defendant in a civil action and includes representation through trial. Where Policyholder is provided legal representation through other coverages, such as auto liability or homeowner's insurance, said coverages shall be primary to this Policy.*

* Trial Supplement: In addition to fees indicated for trials, we will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.

F. Document Preparation and Review:

1. Demand Letters: This service covers the preparation of letters that demand money, property or some other property interest of the Policyholder, except an interest that is an excluded service. It also covers mailing them to the addressee, and forwarding and explaining any responses to the Policyholder.

2. Document Review: This service covers the review of any personal legal document of the Policyholder, such as letters, leases or purchase agreements.

G. Estate Planning Documents:

1. Estate Planning: Participating or Network Attorney will provide consultation and advice concerning the planning of the covered person's estates.

2. Living Wills: This service covers the preparation of a living will for the Policyholder and spouse.

3. Powers of Attorney: This service covers the preparation of any power of attorney when the Policyholder or spouse is granting the power.

4. Wills and Codicils (including Simple Support Trust for Minor Children): This service covers the preparation of a simple will for the Policyholder and spouse. The creation of any simple testamentary trust is covered. This benefit includes the preparation of codicils and will amendments. It does not include tax planning.

5. Estate Administration: Assistance in administering Policyholder's estate, including the applicable property transfers and court appearances. This benefit specifically excludes any legal services for which attorney fees are collectable from Policyholder's estate.

H. Family Law: Legal representation for family law matters including:

- 1. Divorce (Contested and Uncontested)**
- 2. Child Support**
- 3. Child Custody**
- 4. Spousal Support**
- 5. Equitable Distribution of Marital Assets**
- 6. Modification Actions**
- 7. Enforcement Actions**
- 8. Annulments**

I. Adoption and Legitimization: This service covers all legal services and court work in a state court for adoption for the Policyholder. Legitimization of a child for the Policyholder, including reformation of a birth certificate is also covered.

J. Guardianship or Conservatorship: This service covers establishing an uncontested guardianship or conservatorship over a person and his or her estate when the Policyholder is

- appointed guardian or conservator. It includes obtaining a guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting.
- K. Name Change:** This service covers the Policyholder for all necessary pleadings and court hearings for a legal name change, limited to one per year.
- L. Insurance Law:** Representation and consultation in disputes between Policyholder and Policyholder's insurance company regarding the non-payment of claims for losses incurred by the Policyholder under a policy of insurance issued to the Policyholder.
- M. Real Estate Transactions:** Participating or Network Attorney will provide Policyholders with legal assistance in connection with the sale or purchase of a primary residence which shall be used by Policyholder as their dwelling place. Excluded from Real Estate Transactions shall be time that may be required to examine title and the rendering of any opinion or the issuance of a title policy guaranteeing title in respect to the transfer, mortgaging, or other disposition of said real property.
- N. Landlord/Tenant Law:** Legal Disputes as defendant with landlord involving the occupancy of Your primary residence, including eviction defense.
- O. Traffic Violations:** Representation for non-criminal moving traffic violations.
- P. Financial Matters:**
- 1. Debt Collection Defense:** This benefit provides Policyholders with a Participating or Network Attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, up to and including trial, if necessary. It does not include vacating a judgment; counter, cross or third party claims; bankruptcy, matters against the Policy, any action arising out of family law matters, including support and post decree issues; or any matter where the creditor is affiliated with the sponsor or Your employer.*
- * Trial Supplement: In addition to fees indicated for trials, We will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.
- 2. Personal Bankruptcy:** This service covers the Policyholder and spouse in personal Non-business Bankruptcy or wage-earner Policy proceedings, including initial advice through filing of a Chapter 7 Final Report or Confirmation of a Chapter 13 Plan. This service is not available if creditor is affiliated with the Sponsor or Your employer or spouse chooses to reaffirm that specific debt.
- Q. Juvenile Matters:**
- Juvenile Court Defense:** This service covers the defense of a Policyholder and Policyholder's dependent child in any juvenile court matter, provided there is no conflict of interest between the Policyholder and child.
- * Trial Supplement: In addition to fees indicated for trials, We will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.
- R. Immigration:**
- Visa Extensions:** Defined as application for extension of any existing visas where eligible for said extensions.
- Naturalization:** Defined as advice, consultation, preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services.
- Deportation (Now Known as Removal):** Advice, consultation and appearance before the U.S. Immigration Court to provide Policyholders with Defense of Removal actions and/or applications for Relief from Removal before the Immigration Judge.
- All Immigration Matters Not Listed Above:** All other Immigration matters to be provided to Policyholders at 33 1/3% off Participating or Network Attorney's normal hourly rate.
- S. Business Law:** Preparation of legal documents for formation of one corporation, partnership or other business entity per year.

- T. Trial Supplement** In addition to fees indicated for trials, We will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.
- U. All other legal matters:** Except as provided herein above Participating or Network Attorneys will provide legal representation for all other limited, pre-existing or non-covered legal matters at 33 1/3% off their normal hourly rates or fees.

IV. Limitations and Other Conditions

In addition limited benefits are provided wherein the following circumstances are present:

- A.** Legal matters under coverages for Family Law and Bankruptcy shall have a 120 day waiting period.
- B.** Legal matters under coverages for Family Law shall be limited to twelve (12) hours during a calendar year. Any legal services required beyond this limitation shall be rendered by the Participating or Network Attorney at a 1/3 discounted rate.
- C.** Coverage for DUI limited to first offense only.

V. Exclusions

- A.** Preparing, completing, or filing of a federal, state, or local tax return or tax law except as may be provided herein by Endorsement.
- B.** No coverage is provided in Federal Courts of the United States except for Bankruptcy provided herein.
- C.** Felony crimes are excluded.
- D.** Actions or disputes between You and Your employer, or Your employer's insurance carrier, unions, Policy underwriter or any other party not covered by this Policy are excluded from coverage.
- E.** Workers' Compensation, unemployment compensation, class actions, interventions and amicus curiae.
- F.** Matters relating to patents, copyrights or appellate proceedings of any nature.
- G.** Duplication of services previously claimed in relation to same matter.
- H.** Any legal proceeding in which Policyholder is entitled to legal representation or reimbursement for the costs thereof from any source other than this policy or another legal expense policy.
- I.** Fines, penalties, court-ordered payments of Attorney Fees, court costs, service of process fees, litigation expenses, and any other costs and expenses not specified under Section III Benefits.
- J.** Legal services received or contracted for prior to the Effective Date. Also, legal services obtained after the date on which Your coverage under this Policy terminates.
- K.** Any action, dispute or proceeding in any way against Our interest, or that of Our affiliated companies, the underwriter(s) of the Policy, or any of Our or their agents, Participating or Network Attorneys.
- L.** Legal services for the benefit of any person other than a Policyholder, or legal services for Policyholder(s) other than the Named Policyholder against his/her interests or those of another Policyholder under this Policy.
- M.** Except as specifically provided for in this Policy, any matter, whatsoever, arising out of or in connection with Your employment, past or present, including but not limited to disputes between You and Your employer, You and Your fellow employees, You and Your union, You and Your labor/management trust fund or pension fund, workers' compensation matters, and unemployment compensation matters.
- N.** Legal representation regarding any matter arising out of or in connection with any business venture or investment matter, including trademark, patent or copyright matters, except as specifically covered under this Policy. Legal services which ordinarily would be deductible under the Internal Revenue Code as a business expense; including but not limited to, legal services rendered to You relative to income-producing property, including commercial or residential rental property transactions where You are the owner and/or landlord of more than one such property; or business transactions; or farm transactions; or like transactions.
- O.** Tax related matters; class actions; intervention (unless otherwise entitled to coverage as a plaintiff or defendant under this Policy); amicus curiae filings; criminal felonies, appeals; and any matter arising out of or in connection with federal law, except as specifically provided in this Policy.

- P.** Participating or Network Attorneys shall have the obligation to decline the representation of any Policyholder where the matter presented is deemed by the Participating or Network Attorney to be frivolous, spurious, or without merit, or where a conflict has developed between Participating or Network Attorney and covered Policyholder(s) to the extent that Participating or Network Attorney cannot in good faith or pursuant to the Code of Professional Responsibility continue to represent said covered Policyholder(s).
- Q.** Real Estate transactions are limited to one transaction per year.
- R.** Legal services for camera initiated violations referred to as a red light ticket or toll violations, parking tickets, sound violations, equipment violations, window tinting violations and any other such violations.

VI. Effective Date, Renewal, Cancellation, Reinstatement and Conversion

Provided Your Premium and any applicable fees have been received by Us, this Policy is effective upon the Effective Date as stated in the Schedule, and will renew automatically on its Anniversary without further notice and will continue to renew thereafter, unless:

- A.** Written notification of cancellation is Received by Us: (i) within 30 days of the Effective Date, or (ii) after 30 days from the Effective Date, together with any unpaid administration fees; or
- B.** We provide You with 45 days' written notice of cancellation (for any or no reason); or
- C.** You don't pay Us promptly.

If this Policy does not automatically renew it is cancelled. All cancellations are effective as of the earlier of the last day of the month:

- A.** In which notice was Received by Us (if sent by You); or
- B.** In which notice was stated to be effective (if sent by Us); or
- C.** For which timely payment was Received by Us.

If You paid Us any Premium in advance, We will return the unearned portion to You (less administrative fees, if any). Earned Premium will be calculated as if You had paid Your Premium on a monthly basis. If Your Policy is lapsed because You didn't pay Your Premium, You may reinstate it by paying Your Premium and any fees owed. If You do this within 30 days of the date Your Policy otherwise would have been canceled, it will be reinstated as it has never lapsed. Otherwise, You may choose to buy a new Policy, provided Your payments due under this or any other Policy are paid in full.

Conversion to Other Policy:

The Named Policyholder may convert this Policy to an individual Policy when no longer qualified as an employee or Policyholder of the Sponsor who offered this Policy to him/her. The Named Policyholder must notify Us within 30 days of non-renewal to make arrangements for Premium payment. The Named Policyholder may also convert this Policy to any other Policy for which he/she is eligible. In the event of such conversion, You, will be eligible for any additional benefits under that Policy in accordance with its provisions. You will be credited with Your time for the time this Policy was effective only with respect to the Policy provisions which are the same in both policies.

VII. Other Conditions

Entire Agreement

This Policy comprises the entire agreement between You and Us and includes the Schedule, Application and any Endorsements. No one other than Our duly elected officers is authorized to modify or add to any of the terms of this Policy.

Attorney Independence

Neither Participating nor Network Attorneys are Our agents or employees, and We are not liable for any acts or omissions of any Participating or Network Attorney or any other attorney to You, or We on Your

behalf, have retained. We will not interfere with the confidential attorney-client relationship between You and Your attorney. In the event You are not satisfied with any attorney or any attorney performs or omits an act which may give rise to a claim for malpractice, Your sole recourse will be against the attorney or firm of attorneys handling Your legal matter. Nothing in any of the Policy documents shall be deemed to interfere with the Bar Association's or the court's right to discipline attorney(s) for violation of any Bar Association Canon or Rule or court rule addressed to honesty, integrity, or fair dealing.

Administrative Rules

We reserve the right to adopt rules supplementing and implementing administration of the Policy, including rules concerning payment of Premiums, procedures and forms required, arbitration of disputes arising under the Policy, and any other rules We deem necessary to implement this Policy. We will inform You of these rules if You ask Us. We cannot enforce a rule, however, that conflicts with the express terms of this Policy.

Attorney Discretion

Participating or Network Attorneys shall have the obligation to decline the representation of any Policyholder where the matter presented is deemed by the Participating or Network Attorney to be frivolous, spurious, or without merit, or where a conflict has developed between Participating or Network Attorney and covered Policyholder(s) to the extent that Participating or Network Attorney cannot in good faith or pursuant to the Code of Professional Responsibility continue to represent said covered Policyholder(s).

Dispute Resolution

If a dispute arises between You and Us, You and We agree to use Our best efforts to resolve such dispute amicably. If, however, We cannot reach a mutually satisfactory resolution, this dispute will be submitted to an arbitration board composed of three attorneys practicing in the same bar circuit as Your Address. You will choose one attorney to serve on the arbitration board, We will choose a second attorney, and the two attorneys so chosen will select the third attorney to serve on the arbitration board. The decision of the majority of the three attorneys will be binding on You and Us. You and We will share any expenses of arbitration equally; however, each party will be responsible for its own attorney fees.

Implied Consent

By accepting this Policy, You agree to allow Your Participating or Network Attorney to provide certain information to Us, including the frequency and nature of any contacts You have with them. This helps Us monitor the quality of service for Your benefit. They will not, however, be asked to provide any details of these contacts, other than the date, time and general nature of the contact, the time spent, the outcome, and any other information necessary for Us to determine the extent of coverage.

Subrogation

If You can seek legal fees elsewhere, You must. You agree to assign all rights of legal fee recovery to the extent of any and all of Our payments under this Policy. If an assignment is sought, You must cooperate with Us.

Other Legal Representation

If You are entitled to receive legal services or reimbursement for legal services from any other person, Policy or organization, or could be as a matter of agreement or law (e.g. Your auto or homeowners insurance) We will pay benefits under this Policy only to the extent they are in excess of other policies or policies which You have or could have.

Eligibility

Each eligible person for whom a Premium is paid will become a Policyholder on the Effective Date, and will remain so until no longer eligible or the Policy is cancelled.

Notice of Claim, Proof of Expense Incurred and Payment of Claim

If You obtain services from a Non-Network Attorney, You MUST send Us a completed claim form and itemized billing within sixty (60) days of the date of service, whether the matter is concluded or on-going.

or compensation for services will be denied. This means You should send interim statements no less than every 60 days.

Policy Conformed to Statute

Any terms of this Policy which are in conflict with the laws of the state where issued are amended to conform to its statutes. All other terms will remain in effect.