



**U.S. LEGAL
SERVICES**

EST 1974

U.S. Legal Services, Inc.

**The Family Defender®
Policy Certificate
Group Legal Services Family Policy of Insurance**

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

FAM-2003-0315-FL
06/2015

The Family Defender®
Certificate of Coverage
Group Legal Services Family Policy of Insurance

A Group Legal Services Family **Policy** of Insurance has been provided by U.S. Legal Services®.

Administrative services under the **Policy** are provided by U.S. Legal Services®.

This **Certificate** states that the **Covered Persons** are insured for the legal services benefits as described. Coverage is subject to the provisions of this **Certificate** and the **Policy**. This **Certificate** is issued to **You**. It includes the terms and provisions of the **Policy** that describe the coverage. Please read it carefully.

The following is an outline of the content of this **Certificate**:

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Section I - Definitions to Help Understand the Coverage

Defined terms will have the meaning specified whenever they appear with capitalization. The plural use of a term defined in the singular form will share the same meaning.

“**Administrator**”: Refers to U.S. Legal Services®.

“**Attorney**”: A person licensed to practice law in his or her state and authorized to perform legal functions.

“**Attorney Fee**”: The **Reasonable and Customary Amounts** billed by an **Attorney**. This will be for time spent providing services.

“**Certificate**”: Document issued to each **Participating Employee** outlining coverage.

“**Covered Legal Services**”: Services listed in Section IV - “Services That Are Covered” and not excluded.

“**Covered Person**”: Each of the following:

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

“**Declarations Page**”: Document issued to the **Policy Holder** that discloses information pertinent to the coverage.

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

“**Eligible Employees**”: Anyone employed by the **Policy Holder**.

“**Legal Issue**”: A disagreement between the **Covered Person** and any other person or entity regarding legal rights with respect to personal or business activities.

“**Out of Network Benefit**”: The amount paid to the Insured for reimbursement when contracting with an **Attorney** other than a **Policy Attorney**.

“**Participating Employee**”: An employee of the **Policy Holder** that has enrolled, paid and possesses a valid **Certificate**.

“**Participation Fee**”: The charge paid to be a **Participating Employee**.

“**Policy**”: Group Legal Services Family **Policy** of Insurance.

“**Policy Attorney**”: A law firm or **Attorney** contracted by the **Administrator**.

“**Policy Holder**”: The person or entity to whom the **Policy** is issued and whose legal name appears in the **Declarations Page**.

“**Policy Year**”: The 12-month period between the **Policy's** anniversary dates, based on the **Policy Certificate's Effective Date**.

“**Pre-existing**”: Taking place prior to the **Effective Date**.

“**Reasonable and Customary Amount**”: The number of hours or dollars required for performing like services in like conditions.

“**Trial**”: A judicial examination and determination of issues between parties to action.

“**We**”, “**Us**”, and “**Our**” Refer to U.S. Legal Services®.

“**You**” and “**Your**”: Refer to the **Participating Employee**.

Section II - Requirements For Coverage

You must be enrolled. **You** must authorize the payment of the **Participation Fee**. The Fee will be deducted automatically from **Your** pay. This Fee may change on the renewal date of the **Policy**.

Each time **You** enroll **You** are agreeing to participate for the balance of the **Policy Year**. **You** will be automatically enrolled in subsequent **Policy Years** unless **You** elect not to. A person who becomes **Your** spouse or dependent will be covered, beginning on the date he or she becomes **Your** spouse or dependent, subject to the conditions contained within the **Policy**.

Section III - How The Group Legal Services Policy Works

To obtain the **Covered Legal Services**, a **Covered Person** must contact the **Us**. Please be prepared to explain the matter. The representative who answers the call will:

- Determine whether and to what extent there is coverage.

- Give the telephone number(s) and location of the **Policy Attorney(s)** most convenient.
- Answer questions about the coverage.

The telephone number is 1-800-356-LAWS.

Attorney Selection

You may request to be assigned to a **Policy Attorney** of **Your** choosing, provided that the **Policy Attorney** is open to accept the case.

Section IV - Services That Are Covered (See Limitations and Exclusions)

The following services will be provided to **Covered Persons** by **Policy Attorneys** where not specifically excluded:

A. Advice and Consultation:

1. **Office and Telephone Consultation:** This service gives the opportunity to discuss with a **Policy Attorney** personal legal problems. The **Policy Attorney** will explain the **Covered Person's** rights under the law, point out his or her options and recommend a course of action. If representation is recommended, but is not covered, the **Policy Attorney** will provide a written fee statement in advance. The **Covered Person** may choose whether to retain the **Policy Attorney** at his or her own expense, seek outside counsel, or do nothing. **[Out of Network Benefit: \$50 per consultation]**

B. Consumer-Seller Protection:

1. **Consumer Protection Matters:** This service covers the **Covered Person** as Plaintiff for representation. Includes **Trial****, in disputes over consumer goods and services. It covers correspondence, filing of suit, ending in settlement or judgment and **Trial****, if needed. **[Out of Network Benefit: \$100]*****
2. **Personal Property Protection:** This service covers counseling of the **Covered Person** on a personal property issue. It covers correspondence, filing of suit, ending in settlement or judgment and **Trial****, if needed. **[Out of Network Benefit: \$750]*****

- C. **Personal Injury/Contingency Fee:** This services includes auto accidents, medical malpractice and similar causes of action. In the event the **Policy Attorney** assumes responsibility over a 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 **Policy Attorney**. If the case is one which is to be handled according to contingent contract, the first \$1,000 shall be exempt from any fee. The **Policy Attorney** will represent the **Covered Person** under a contingent fee arrangement where the contingent fee cannot exceed 25% of the net recovery if resolved before or after **Trial****, or cannot exceed 30% of the net recovery if resolved only after appeal. Net recovery and Contingency fee terms will be defined by the **Attorney Fee** agreement between the **Policy Attorney** and the Insured. If such fees are controlled by Federal or State Statute, the terms of the statutes shall control.

D. Criminal Matters:

1. **Misdemeanor Defense:** This service covers representation of **Covered Persons** in defense of criminal misdemeanor charge(s) including first offense DUI/DWI. Representation includes court hearings, and disposition through **Trial****. **[Out of Network Benefit: \$300]*****
2. **Habeas Corpus:** This service covers the **Covered Person** of all the preparation of all paperwork needed. Includes attendance at the hearing to pursue a habeas corpus proceeding to obtain the release of a **Covered Person** who is being unlawfully imprisoned. **[Out of Network Benefit: \$500]*****

E. Domestic Violence:

1. **Domestic Violence Defense:** This service covers representation for **Covered Persons** in defense of domestic violence charge(s). Representation includes court hearings, injunction hearings, restraining orders, and disposition where the **Covered Person** is the defendant. **[Out of Network Benefit: \$300]****

F. Civil Lawsuits:

1. **Administrative Hearing Representation:** This service covers the **Covered Person** in defense of civil proceedings or adverse government action before a municipal, county, or state administrative board, agency or commission only.
2. **Civil Actions as Plaintiff:** Representation of a **Covered Person** up to and including **Trial**** for personal civil cases when case is determined to be a legitimate cause of action and is not a frivolous case as determined by the **Policy Attorney** and is further subject to the provisions and conditions in paragraph "C" above. **[Out of Network Benefit: \$750]****
3. **Civil Actions as Defendant:** Representation of a **Covered Person** as a named defendant in a personal civil action including representation through **Trial****. **[Out of Network Benefit: \$750]****

G. Document Preparation and Review:

1. **Demand Letters:** This service covers the preparation of letters that demand money, property or other personal interest of the **Covered Person**.
 2. **Document Review:** This service covers the review of any personal legal document of the **Covered Person**.
This service covers the preparation of personal legal documents including:
 3. **Prenuptial Agreement.**
 4. **Quit Claim Deed.**
 5. **Personal Affidavit.**
 6. **Promissory Note.**
 7. **Bill of Sale.**
 8. **Personal Contract.**
 9. **Lessee Agreement.**
- [Out of Network Benefit: \$30]****

H. Estate Planning Documents:

1. **Estate Planning:** The **Policy Attorney** will provide consultation and advice concerning the planning of the **Covered Person's** estate. **[Out of Network Benefit: \$50]**
2. **Living Wills:** This service covers the preparation of a living will for the **Covered Person**. **[Out of Network Benefit: \$25]**
3. **Powers of Attorney:** This service covers the preparation of any power of **Attorney** when the **Covered Person** is granting the power. **[Out of Network Benefit: \$25]**
4. **Wills and Codicils (including Simple Support Trust for Minor Children):** This service covers the preparation of a simple will for the **Covered Person**. The creation of a simple testamentary trust is covered. This benefit includes the preparation of codicils and will amendments. **[Out of Network Benefit: Individual Will \$100; Husband/Wife Will \$125; Codicil \$50]**
5. **Estate Administration:** Assistance in administering the **Covered Person's** estate. Includes the applicable property transfers and court appearances. This benefit specifically excludes services for which **Attorney Fees** are collectable from the **Covered Person's** estate. **[Out of Network Benefit: \$275]****

I. Family Law: Representation for the **Participating Employee or spouse 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.**
- 9. **Paternity Action.**
[Out of Network Benefit: \$600]***

- J. **Adoption and Legitimization:** This service covers all legal services and court work in a state court for adoption and/or Legitimization of a child for the **Participating Employee** and/or Spouse. Includes reformation of a birth certificate. [Out of Network Benefit: **Uncontested \$300; Contested \$600**]***
- K. **Guardianship or Conservatorship:** This service covers establishing an uncontested guardianship or conservatorship over a person and his or her estate when the **Covered Person** is appointed guardian or conservator. This does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting. [Out of Network Benefit: **Uncontested \$200**]***
- L. **Name Change:** This service covers the **Covered Person** for all needed pleadings and court hearings for a legal name change. Limited to one per year per **Covered Person**. [Out of Network Benefit: **\$200**]***
- M. **Insurance Law:** Representation in disputes between a **Covered Person** and a **Covered Person's** insurance company regarding the non-payment of claims for losses incurred by the **Covered Person**. [Out of Network Benefit: **\$100**]***
- N. **Real Estate Transactions:** This service covers the review or preparation, by a **Policy Attorney** representing the **Covered Person**, of all relevant documents (including the documents for a new home, the purchase agreement, mortgage and deed), which are involved in the purchase or sale of the **Covered Person's** primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of a **Policy Attorney** at closing. It does not include services provided by any **Attorney** representing a lending institution or title company. [Out of Network Benefit: **Sale of Primary Residence \$200; Purchase of Primary Residence \$200; Refinance of Primary Residence \$50**]***
- O. **Landlord/Tenant Law:** Legal Disputes as a tenant with the landlord involving the occupancy of **Your** primary residence. Includes eviction defense. [Out of Network Benefit: **\$100**]***
- P. **Traffic Violations:** Representation for non-criminal moving traffic violations which carry points. [Out of Network Benefit: **\$100**]***
- Q. **Financial Matters:**
 - 1. **Debt Collection Defense:** This benefit provides the **Covered Persons** with a **Policy Attorney's** services to limit creditor harassment. Provides representation in defense of any action for personal debt collection, foreclosure of homestead, and determining head of household in garnishment suit.** [Out of Network Benefit: **\$750**]***
 - 2. **Personal Bankruptcy:** This service covers the **Participating Employee** and spouse in personal non-business Bankruptcy. Includes initial advice through filing of a Chapter 7 Final Report or Confirmation of a Chapter 13 Plan. This service is not available if the creditor is affiliated with **Your** employer or spouse chooses to reaffirm that specific debt. This service is not convertible. [Out of Network Benefit: **\$400**]***
- R. **Juvenile Matters:**
 - Juvenile Court Defense:** This service covers the defense of a **Covered Person** in any juvenile court matter.** [Out of Network Benefit: **\$400**]***.
- S. **Immigration:**
 - 1. **Visa Extensions:** Defined as application for extension of an existing visa where the **Covered Person** is eligible for said extensions. [Out of Network Benefit: **\$350**]***

2. **Naturalization:** Defined as advice, consultation, preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services. [**Out of Network Benefit: \$350**]***
 3. **Deportation (Now Known as Removal):** Appearance before the U.S. Immigration Court to provide **Covered Persons** with Defense of Removal actions and/or applications for Relief from Removal before the Immigration Judge. [**Out of Network Benefit: \$350**]***
 4. **All Immigration Matters Not Listed Above:** All other immigration matters to be provided to **Covered Persons** at 33 1/3% off **Policy Attorney's** normal rate or fees.
- T. **Business Law:** Preparation of legal documents for formation of one corporation, partnership or other business entity per year per **Policy**. [**Out of Network Benefit: \$100**]***
- U. **All Other Legal Matters:** Except as provided herein above or excluded herein below, **Policy Attorneys** will provide legal representation for all other limited, **Pre-existing** or non-covered legal matters at 33 1/3% off their normal rates or fees.
- ****Trial Indemnity Benefits:** \$50 per hour up to \$600 and **Trial** time (\$200 per 1/2 day for **Trial** time) up to \$15,000.
- *****Out of Network Benefit:** \$50 per hour up to amount stated in **Policy**.

Section V - Limitations and Exclusions

1. Limitations

Policy Attorneys will provide legal representation for 33 1/3% off their normal rates or fees if any of the following are present:

- A. Legal matters under coverages for Family Law (where the **Covered Person** is the petitioner), Foreclosure and Bankruptcy during the first 120 days from the **Effective Date** of the **Policy**.
- B. Legal matters under coverages for Family Law that have exceeded twelve (12) hours per event or exceeded twelve (12) hours during a **Policy Year**.
- C. Coverage for a DUI/DWI that is not the **Covered Persons'** first DUI/DWI offense.
- D. Preparing, completing, or filing of a federal, state, or local tax return, tax law, or tax planning for wills and/or trusts.
- E. Felony crimes.
- F. Interventions and amicus curiae.
- G. Appellate proceedings of any nature.
- H. Duplication of services previously claimed in relation to the same matter.
- I. Legal proceeding in which the **Covered Person** is entitled to legal representation or reimbursement for the costs thereof from any source other than this **Policy** or another legal expense **Policy**.
- J. Legal services received or contracted for prior to the **Effective Date**. Legal incident occurring prior to the **Effective Date**.
- K. Legal representation regarding a matter arising out of or in connection with a business venture or investment matter. Includes 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 is 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 such property; or business transactions; or farm transactions; or like transactions.

- L. Legal services pertaining to timeshares, vacation property, or refinancing of a second home.
- M. Non-court ordered depositions and arbitrations.
- N. Reinstatement of **Your** license after knowingly driving on a suspended license and/or representation on a violation received for knowingly driving on a suspended license.
- O. Negotiations for any matters described in Section IV - Services That Are Covered herein that have exceeded two (2) hours, excluding paragraph I.
- P. Legal services for post-judgment matters other than those described in Section IV - Services That Are Covered paragraph I herein.
- Q. Legal services for camera initiated violations referred to as a red light ticket. Toll violations, parking tickets, sound violations, equipment violations, window tinting violations and any other such non-pointable violations.

2. Exclusions

We will not provide legal representation for the following circumstances:

- A. Coverage in Federal Courts of the United States except for Personal Bankruptcy and Immigration provided herein.
- B. Actions or disputes between **You** and **Your** employer, or **Your** employer's insurance carrier, unions, **Policy** underwriter or any other party not covered.
- C. Class action lawsuits.
- D. Fines, penalties, court-ordered payments of **Attorney Fees**, court costs, service of process fees, travel, clerical, postage, and any other costs and expenses not specified under Section VI - Services That Are Covered.
- E. Any action, dispute or proceeding against **Our** interest, or that of **Our** affiliated companies, the underwriter(s) of the **Policy**, or any of **Our** or their agents, **Policy Attorneys**.
- F. Legal services for the benefit of any person other than a **Covered Person**.
- G. Legal services for the **Covered Person(s)** other than the **Participating Employee** against the interests of another **Covered Person** under this **Policy**.
- H. Except as provided for in this **Policy**, a matter arising out of or in connection with **Your** employment, past or present. Includes but is 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.

Section VI - Effective Date, Renewal, Cancellation, Reinstatement and Conversion

A. Cancellation

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

1. 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
2. **We** provide **You** with 30 days' written notice of cancellation; or
3. **You** don't pay **Us** promptly.

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 had 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.

B. Conversion to Other Policy

The **Policy Holder** may convert this **Policy** to an individual **Policy** when no longer qualified as an employee or member of the sponsor who offered this **Policy** to him/her. The **Policy Holder** must notify **Us** within 30 days of non-renewal to make arrangements for Premium payment. The **Policy Holder** may also convert this **Policy** to any other plan 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.

Section VII - Other Important Information

A. Attorney Independence

Policy Attorneys are not **Our** agents or employees. **We** are not liable to a **Covered Person** for an act of a **Policy Attorney** or any other **Attorney**. **We** are not liable to a **Covered Person** for the failure to act or omission of a **Policy Attorney** or any other **Attorney**. **We** will not interfere with the attorney-client relationship between a **Covered Person** and their **Policy Attorney**. In the event a **Covered Person** is not satisfied with a **Policy Attorney** or a **Policy Attorney** performs or omits an act, which may give rise to a claim for malpractice, a **Covered Persons** sole recourse will be against the **Policy Attorney** handling the case. Nothing in this **Policy** shall be deemed to interfere with the Bar Association's or the court's right to discipline **Attorney(s)**.

B. Dispute Resolution

If a dispute arises between **You** and **Us**, all parties agree to use their best efforts to resolve such dispute amicably. If **We** cannot reach a 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**. **We** will choose a second **Attorney**. The two **Attorneys** so chosen by **You** and **Us** will select the third **Attorney**. The decision of the majority of the three **Attorneys** will be binding on all parties. Expenses of arbitration will be shared equally. Each party will be responsible for their own **Attorney Fees**.

The dispute resolution process described here will not be allowed to infringe upon the attorney-client relationship between **Policy Attorneys** and their **Covered Person** clients.

C. Claims Processing Consent

Each **Covered Person** agrees to allow their **Policy Attorney** to provide information to **Us**. This includes the frequency and general nature of a contact the **Covered Person** has with them for the purpose of processing a claim. They will not be asked to provide any details of these contacts. They

will be asked to provide the date, time, and general nature of the contact, the time spent, the outcome, and any other information needed for **Us** to determine the extent of coverage.

D. Other Insurance, Subrogation, Transfer of Rights of Recovery Against Others to Us

If a **Covered Person** is entitled to receive services or reimbursement for services from any other person, **Policy**, organization, or insurance **Policy** (e.g. auto or homeowners insurance), **We** will pay benefits under this **Policy** only to the extent they are in excess of other plans or policies.

In the event of a payment in this **Policy**, **We** will be entitled to the **Covered Person's** rights of recovery against any person or organization. The **Covered Person** agrees to assign all rights of recovery to **Us**. If an assignment is sought, the **Covered Person** must cooperate with **Us** to secure such rights.

E. Attorney Discretion

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

F. Out of Network Claims

If a **Covered Person** wants to obtain legal services for a **Covered Legal Service** from an **Attorney** other than a **Policy Attorney** and utilize the **Out of Network Benefit**, the **Covered Person** must contact **Us** first. The **Covered Person** must send **Us** a completed claim form and itemized billing within ninety (90) days of the date of service, whether the matter is concluded or ongoing, or reimbursement for **Covered Legal Services** will be denied. This means the **Covered Person** should send interim statements no less than every ninety (90) days.

G. General

The **Covered Person's** have the right to make a complaint to the state bar association about the conduct of a **Policy Attorney**. If a **Covered Person** has a question or concern about the service they have received, please call **Us** at 1-800-356-LAWS.

Nothing contained in this **Certificate** is intended to interfere with a **Covered Person's** freedom of choice in the selection of an **Attorney** or with the **Attorney**-client relationship.



Florida State Specific Amendments Endorsement

Section A of the “Cancellation” provision in the Policy is deleted and replaced as follows:

A. Cancellation

This Policy is effective upon the Effective Date, and will renew automatically on its anniversary with a 45-day notice and will continue to renew thereafter, unless one of the following is met:

1. 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.
 - a. Policy will be cancelled as soon as We receive written notice of cancellation or on the requested date of cancellation.
2. We provide You with 45 days’ written notice of cancellation.
3. If this Policy has been in effect for less than 90 days, We will provide You with 20-days written notice accompanied by the reason for cancellation.
 - a. If cancellation is due to nonpayment of Policy Fees, We will provide You with a 10-day written notice.
3. If this Policy has been in effect for 90 days, no such Policy shall be canceled by Us except when one of the following
 - a. 10-day notice for Nonpayment of Policy Fees;
 - b. There has been a material misstatement;
 - c. A failure to comply with underwriting requirements established by Us within 90 days of the date of effectuation of coverage;
 - d. A substantial change in the risk covered by the Policy or when the cancellation is for all insureds under such policies for a given class of insureds.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-1**

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following subsection under “Limitations” is deleted from the Policy:

Legal matters under coverages for Family Law (where the Insured is the petitioner), Foreclosure and Bankruptcy during the first 120 days from the Effective Date.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-5**

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following is added as a coverage to the Policy:

ELDER LAW:

1. This benefit entitles the Insured to consultations with a qualified Elder Law Policy Attorney for their or their spouses' parents at no cost to the Insured. There shall be no limit to the number of free consultations per year. Such consultation shall be of sufficient length or duration in time, in the opinion of the Policy Attorney, to adequately respond to the Insured's inquiry. This benefit shall be limited to consultation on the following areas:
 - a. **Elder Fraud, Schemes or Scams:** Perpetrated on Senior's including telephone, mail or other solicitation and to avoid becoming a victim of fraud, abuse, schemes, chicanery or other misleading ideas or deceptions.
 - b. **Planning for Incapacity:** Including powers of attorney, living wills, health care surrogates, living trusts and forms of ownership.
 - c. **Health Care Decisions:** Decisions by patient, decisions for incompetent patient, durable power of attorney, living wills, and anatomical gifts.
 - d. **Financial Planning:** In order to save on income, gift and estate taxes, to adequately provide for family members, including development and reviewing a financial plan. IRA's, C.D.'s, annuities, life insurance, personal residence, health care benefits as well as retirement planning.
 - e. **Debt & Consumer Counseling:** Concerning problems with collections, debt and/or credit or credit reports.
 - f. **Estate Planning, Wills, Trusts and Living Trusts:** Including planning for surviving spouse, planning for single person, including tax strategies and techniques.
2. Preparation of an individual Simple Will, Codicil or change in individual Simple Will, Living Will and/or Advanced Care Directive and Durable Power of Attorney.

[Out of Network Benefit: \$100]***



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-15**

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following coverage is added to the Policy:

IRS Audit Protection: Legal services involving Internal Revenue Service (IRS) Audits for which You receive written notice while Your Certificate of Insurance is in effect and which related to Your personal tax return. Professional services may be provided by any licensed Public Accountant, CPA or Attorney.
[Out of Network Benefit: \$400]***



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-35**

This endorsement modifies coverage provided under the following:

Legal Services Family Plan
Group Legal Services Family Plan
Certificate of Coverage – Group Legal Services Family Plan

Subsection B. under “Limitations” is deleted and replaced as follows:

Legal matters under coverages for Family Law that have exceeded twenty (20) hours per event or exceeded twenty (20) hours during a Plan Year.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-36**

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The definition of Insured, is modified to include the following:

Participating Employee's legal spouse or domestic partner

If applicable as respects the "Certificate of Coverage", the term Insured is replaced with Covered Person.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-43**

This endorsement modifies coverage provided under the following:

Legal Services Family Plan
Group Legal Services Family Plan
Certificate of Coverage – Group Legal Services Family Plan

The following coverage is added to the Plan:

Living Trusts (Revocable & Irrevocable) – Advice, preparation and execution of a Living Trust by Plan Attorney including the following: Durable Power of Attorney for Financial Management, Advance Health Care Directive, Pour-Over Wills, Bills of Sale and/or Transfer Deeds. This service does not include tax planning or services associated with funding the trust after it is created.

[Out of Network Benefit: \$240]***



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-44**

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following coverage is added to the Policy:

Guardianship or Conservatorship: This service covers establishing a contested guardianship or conservatorship over a person and his or her estate when the **Insured** is appointed guardian or conservator. This does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting.
[Out of Network Benefit: Contested \$200]**

If applicable as respects the “Certificate of Coverage”, the term Insured is replaced with Covered Person.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-45**

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following coverage is added to the **Policy**:

Social Security, Veteran's Affairs & Medicare/Medicaid: Legal services for an **Insured** in an administrative legal dispute arising out of Social Security, Veterans, Medicare or Medicaid benefits.

If applicable as respects the "Certificate of Coverage", the term Insured is replaced with Covered Person.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-46**

This endorsement modifies coverage provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following coverage is added to the Policy:

IRS Collection Defense: Legal defense against collection actions by the Internal Revenue Service (IRS). Legal services prior to trial and court representation at trial as a defendant.
[Out of Network Benefit: \$400]***



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-47**

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following coverage is added to the **Policy**:

Legal matters in connection with the **Insured's** secondary residence.

If applicable as respects the "Certificate of Coverage", the term Insured is replaced with Covered Person.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-48**

This endorsement modifies coverage provided under the following:

Legal Services Family Plan
Group Legal Services Family Plan
Certificate of Coverage – Group Legal Services Family Plan

The following changes are being made:

1. The following is added as a coverage to the Plan:

Felony Violations

Legal defense against felony charges, including all hearings or appearances before any court or authority of State, or Local government in which the Participating Employee is the defendant.
[Out of Network Benefit: \$1,200]***

2. The following subsection under “Limitations is deleted from the Plan:

Felony Crimes.



FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-102

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following coverage is deleted:

F. Civil Lawsuits:

1. Administrative Hearing Representation: This service covers the **Covered Person** in defense of civil proceedings or adverse government action before a municipal, county, or state administrative board, agency or commission only.



FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-103

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following coverage is added:

Premium payments for Participants who are deployed for military service or for a national emergency are waived during the period of the Participant's active-duty service. In the event of the passing of any primary Participant during active-duty service, the surviving spouse/domestic partner is eligible to continue the service with premiums waived for a period of one [1] year.



**FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-104**

Dependent Children Eligibility [End of Calendar Year Age 26]

This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance
Group Legal Services Family Policy of Insurance
Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following coverage is deleted:

(d) The unmarried dependent children of either the **Participating Employee** or the **Participating Employee's** spouse under the age of 23 if a full time student.

The following coverage is added:

(d) The unmarried dependent children [including adopted and step-children] of either the Participating Employee or the Participating Employee's spouse through the end of the calendar year [December 31st] in which the child turns age 26.



FAMILY DEFENDER® MODIFICATION
ENDORSEMENT E-105

Certificate of Coverage – Group Legal Services Family Policy of Insurance is modified as follows:

Section IV - Services That Are Covered (See Limitations and Exclusions)

The following services will be provided to **Covered Persons** by **Policy Attorneys** where not specifically excluded:

C. Personal Injury/Contingency Fee: This service includes auto accidents, medical malpractice and similar causes of action. In the event the **Policy Attorney** assumes responsibility over a 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 **Policy Attorney**. If the case is one which is to be handled according to contingent contract, the first \$2,000.00 shall be exempt from any fee. The **Policy Attorney** will represent the **Covered Person** under a contingent fee arrangement where the contingent fee cannot exceed 25% of the net recovery if resolved before or after **Trial**, or cannot exceed 30% of the net recovery if resolved only after appeal. Net recovery and Contingency fee terms will be defined by the **Attorney Fee** agreement between the **Policy Attorney** and the Insured. If such fees are controlled by Federal or State Statute, the terms of the statute shall control.



**BROWARD COUNTY GOVERNMENT
FAMILY DEFENDER[®] MODIFICATION**

Certificate of Coverage – Group Legal Services Family Policy of Insurance is modified as follows:

Section IV - Services That Are Covered (See Limitations and Exclusions)

The following services will be provided to **Covered Persons** by **Policy Attorneys** where not specifically excluded:

A. Advice and Consultation:

1. Office and Telephone Consultation: This service gives the opportunity to discuss with a Policy Attorney personal legal problems. The Policy Attorney will explain the Covered Person's rights under the law, point out his or her options and recommend a course of action. If representation is recommended, but is not covered, the Policy Attorney will provide a written fee statement in advance. The Covered Person may choose whether to retain the Policy Attorney at his or her own expense, seek outside counsel, or do nothing. **[Out of Network Benefit: \$100 per consultation]**



FINANCIAL WELLNESS SUITE

Secure Member Dashboard

- Easily access with single sign on (SSO) through your USL Member Portal
- Privacy Promise - personal information is NEVER shared or sold
- Track your financial well-being score over time and review personalized content, resources, and tools based on your unique interactions within the dashboard

Financial Education

- 1,000+ pieces of written and video content
- Interactive journeys, tools and calculators
- Budgeting module that helps you set savings goals
- Webinars with money experts let you ask your questions

Tax Preparation & Consultations

- Personal Tax Return Preparation - State and Federal tax form preparation for \$195
- Unlimited telephone and email advice and consultation on federal tax matters
- Review of your prior year's tax return

How to Use this Benefit

Access these benefits through your U.S. Legal Member Portal.

Alternatively, you may call:

To receive Tax Preparation/Consultations regarding the topics described under Tax Preparation/Consultations, please call (800) 203-4156.

Financial Wellness Suite powered by





IDENTITY THEFT EMBEDDED ENHANCED FULLY MANAGED PROGRAM

Welcome to the growing number of individuals and families who are benefiting from the extensive scope of identity theft services that are provided through this unique program. Now, you can finally enjoy the peace of mind afforded by knowing that you will have proper representation when confronted with identity theft issues.

The Identity Theft Embedded Enhanced Fully Managed Program is a confidential and easily accessible service that provides an administrative structure for dealing with identity theft. By simply contacting Member Care, each member has access to fully managed identity theft restoration and monitoring services that will be supported as necessary by a Certified Fraud Examiner (CFE) and a Certified Identity Theft Risk Management Specialist.

Monitoring Services Include:

- Dark Web Monitoring
- Address Monitoring
- Bank Account Number Monitoring
- Credit Card Account Number Monitoring
- Debit Card Account Number Monitoring
- Driver's License Monitoring
- Email Monitoring
- Medical Insurance ID Monitoring
- Passport Number Monitoring
- Phone Number Monitoring
- Social Security Number Monitoring
- Fraud Alert Reminders
- 1 Bureau Quarterly Credit Score
- 1 Bureau Credit Monitoring
- Identity Threat Alerts
- Medical ID Fraud Protection
- Mobile App
- Two-Factor Authentication

Recovery Services Include:

- Lost Wallet Protection
- Family Restoration For Anyone In Household
- Credit Freeze Assistance
- 24/7 US Customer Support
- Fully Managed Identity Restoration
- \$25,000 Identity Theft insurance (Where Available)

How to Use the Plan

To utilize this benefit, simply call 1-866-205-5951 (available 24/7 but closed during major holidays) and you will be connected with a Member Services Representative who will assist you in setting up your secure online dashboard for fraud alerts, monitoring, lost wallet protection and \$25,000 of identity theft insurance as well as escalate your case to a Certified Fraud Examiner in event of a breach.





ADDITIONAL SERVICES

The following services are available to Plan Members, in addition to the policy coverage, at no additional cost:

“Do It Yourself” Legal Form Document Preparation: Our simple online process will enable Members to prepare their own legal documents without incurring the cost of an attorney or dealing with lengthy deliverable timeframes.

Legal Library: Members can research an array of legal categories by accessing the legal information directory. Search for legal information or browse these categories: Bankruptcy, Civil Rights, Consumer Finance, Consumer Protection, Credit/Debit Collection/Identity Theft/Fraudulent Transfers, Criminal Law, Divorce & Family Law, Elder Law, Estate Law, Immigration & Citizenship, Intellectual Property, Internet, Landlord & Tenant, Motor Vehicles, Names, Neighbors, Personal Property, Pets & Animals, Small Business, Sports, Taxes & Audits, The Legal System, and Travel Law.

Online Will Preparation: In addition to the Estate Planning coverage in the policy, Members will have access to the online Will documents. This resource provides Members with the opportunity to create their own Will privately online, which can be downloaded and printed. Complete instructions are included on required signing and witnesses to validate the Will. The online Will documents can be extended to friends and family of Members.

Mobile Application (Apple or Android): Members can view account information, including plan documents, Member ID Card and open cases. Members will have access to the Network Attorney Directory and the ability to request a consultation with a Network Attorney. Access to the legal document library is also accessible through the mobile app.

Member Portal: Members can log into their Member Portal for access to policy documents, the “Do It Yourself” Legal Form Documents, Legal library, free Online Will Preparation, and Network Attorney Search function.

24 Hour Emergency Services: In the event of incarceration, Members will have access to legal providers after regular business hours and on weekends. Members will be assisted with non-emergency issues next business day and during normal hours of operation. The emergency contact phone number is (800) 356- LAWS (5297).