

# MetLife Auto & Home

Metropolitan Property and Casualty Insurance Company  
700 Quaker Lane, Warwick, RI 02887

## Group Legal Services Insurance: Declarations Pages

Page 1 of 3

Date of Declarations: **January 1, 2019**

### Name and Address of POLICYHOLDER:

Bentley University  
175 Forest Street  
Waltham, MA 02452

### Plan of Coverage: MetLaw

**Group Legal Services Policy Number:** 990-1865

**Situs:** This contract is governed by the laws of the state of Massachusetts.

### CONTACTING HYATT LEGAL PLANS

You may contact the Plan Administrator, Hyatt Legal Plans, Inc. by internet website, phone, or mail.

Internet website: [www.legalplans.com](http://www.legalplans.com)

Phone: **1-800-821-6400**

Mail: **1111 Superior Avenue**

**Cleveland, OH 44114-2507**

### IMPORTANT DATES

**Group Policy Effective Date:** January 1, 2019

**Initial Plan Year:** Begins on the Group Legal Services Policy Effective Date and continues through December 31, 2019.

**Plan Year:** means the Initial Plan Year and each 12 consecutive month period which occurs thereafter.

**Initial Contract Term:** The initial term of the Group Legal Services Policy begins on the Effective Date and continues through December 31, 2021. During the Initial Contract Term, the Participation Fee rate(s) will not be changed. Thereafter Metropolitan may change the Participation Fee rate(s) on the Renewal Date.

**Renewal Date:** Beginning on January 1, 2022 and on each January 1<sup>st</sup> which occurs thereafter, this Group Legal Services Policy will be automatically renewed for a period of one year. Such renewals will continue until either party gives advance written notice of no less than three calendar months prior to a Renewal Date that it intends to end or seek to amend the Group Legal Services Policy effective on such Renewal Date. The Group Legal Services Policy may be ended or amended with less than the required number of days notice if both parties agree in writing.

### ADDITIONAL DEFINITIONS

**Eligible Employee** means all full-time and part-time employees working 17 hours or more per week.

**Dependent** means the Participating Employee's lawful spouse or Qualified Domestic Partner or Civil Union Partner and/or Child.

**Child** means a person under the Limiting Age who is the Participating Employee's:

- natural child;
- adopted child; or
- stepchild.

**The term also includes** such person under the Limiting Age who is:

- unmarried;
- not employed on a full-time basis; and

**Child** (continued)

- dependent on the Participating Employee for over half of his or her financial support.

No Child who, because of a mental or physical handicap, is incapable of self-support and is fully dependent on the Participating Employee for support, will cease to be a Child because he or she has reached the Limiting Age.

**Limiting Age** means:

- 26 years of age

**Qualified Domestic Partner or Civil Union Partner** means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit plan provided by the Policyholder; or (b) as required by applicable law.

**ADDITIONAL TERMS OF COVERAGE**

**Coverage for Dependents:** is provided under this Plan.

**Re-enrollment:** will be automatic unless the Participating Employee elects not to participate during the annual enrollment period.

**Participation Fees:** This is a Contributory plan. The Participation Fee is:

- \$18.00 per month per Participating Employee without Dependent Coverage;
- \$18.00 per month per Participating Employee with Dependent Coverage

all of which is paid by the Participating Employee. The Due Date for the payment of Participation Fees to Us is the 1<sup>st</sup> day of each month beginning with the Participation Fee due January 1, 2019

**Dispute Resolution**

This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974 (ERISA). The Administrator is the named Claims Review Fiduciary. This means that the Administrator is the fiduciary charged with discretionary authority for determining Plan services and for the interpretation of Plan terms in connection with the full and fair review of claims that have been denied in whole or in part, which review is required by Section 503 of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

If any dispute or controversy arises among:

- Metropolitan
- the Policyholder, and/or
- the Administrator

it will be resolved as follows:

- Representatives of the parties in dispute will, in good faith, attempt to resolve the dispute or controversy within thirty (30) days of the written request of any aggrieved party.
- If the dispute or controversy is not settled within the thirty (30)-day period, the parties to the dispute or controversy may mutually agree upon a process to resolve it.
- This Section is not intended to limit the legal options of a party to a dispute or controversy if the dispute or controversy cannot be resolved, or a process to resolve it cannot be agreed upon, within the thirty (30)-day period.

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

### **Enrollment Materials**

Subject to Our review and written approval, the Policyholder will be responsible for printing and distributing enrollment materials to all employees.

### **If Coverage Ends Because of a Change in Employment Status**

A Participating Employee whose coverage ends because of a change in employment status may:

- continue coverage under this policy for 30 months after such change if, within 30 days of the change, such Participating Employee contacts Us and makes a single payment equal to 30 monthly Participation Fees; or
- buy a policy of individual legal services insurance from Metropolitan on any form of individual legal services insurance then customarily offered in the Covered Person's state of residence.

### **COVERED LEGAL SERVICES**

#### **ADVICE AND CONSULTATION**

- Office Consultation
- Telephone Advice

#### **CONSUMER PROTECTION**

- Consumer Protection Matters
- Small Claims Assistance
- Personal Property Protection

#### **JUVENILE MATTERS**

- Juvenile Court Defense

#### **DEBT MATTERS**

- Debt Collection Defense
- Identity Theft
- Personal Bankruptcy
- Tax Audits

#### **DEFENSE OF CIVIL LAWSUITS**

- Administrative Hearing
- Civil Litigation Defense
- Incompetency Defense

#### **DOCUMENT PREPARATION**

- Affidavits
- Deeds
- Demand Letters
- Mortgages
- Notes

#### **DOCUMENT REVIEW**

#### **ELDER LAW MATTERS**

#### **FAMILY LAW**

- Name Change
- Prenuptial Agreement
- Protection from Domestic Violence
- Adoption and Legitimization (Contested and Uncontested)
- Guardianship or Conservatorship (Contested and Uncontested)

#### **IMMIGRATION ASSISTANCE**

#### **PERSONAL INJURY**

- Personal Injury (Discount)

#### **REAL ESTATE MATTERS**

- Boundary or Title Disputes
- Eviction Defense
- Home Equity Loans (Primary and Secondary)
- Property Tax Assessment
- Refinancing of Home (Primary and Secondary)
- Sale or Purchase of Home (Primary and Secondary)
- Tenant Negotiations (Tenant Only)
- Zoning Applications
- Security Deposit Assistance (Tenant Only)

#### **TRAFFIC MATTERS**

- Restoration of Driving Privileges
- Traffic Ticket Defense (No DUI)

#### **WILLS AND ESTATE PLANNING**

- Trusts
- Living Wills
- Powers of Attorney
- Probate (Discount 10%)
- Wills and Codicil

### **FORMS AND ENDORSEMENTS:**

MP&C GLS 09-DEC, MP&C GLS P12-MA, MP&C GLS 2012 Sch, MP&C GLS CERT12-MA

**MetLife Auto & Home**  
Metropolitan Property and Casualty Insurance Company  
700 Quaker Lane, Warwick, RI 02887

**Legal Services Plan  
Certificate of Coverage**

**We're Glad You're Part Of The Metropolitan Family!**

You can count on Metropolitan to help provide You with the insurance protection You need.

This Legal Services Plan is insured by Metropolitan Property and Casualty Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887.

Administrative services are provided under the policy by Hyatt Legal Plans, Inc. ("Hyatt"), a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company. Any reference to Hyatt is as the Administrator of the Plan.

To obtain Covered Legal Services, contact Hyatt through its internet web site, by phone or by mail. In this certificate You'll find information about Your Legal Services Insurance coverage. We hope that You will take the time to read this information carefully. It is important to You.

This certificate certifies that You, and if Dependent coverage is in effect, Your Dependents, are insured for the legal services benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Legal Services Policy and it includes the terms and provisions of the Group Legal Services Policy that describe Your insurance. Please read this certificate carefully.

**Here is an Outline of What's Inside:**

Definitions To Help You Understand the Plan .....	1	Services With Limited Coverage .....	3
How The Group Legal Services Plan Works .....	2	Services That Are Not Covered .....	3
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**Definitions to Help You Understand the Plan**

It is important for You to know that whenever the following terms are used in this certificate with the first letter capitalized, they will have the meaning described below. The plural use of a term defined in the singular will share the same meaning. In addition, other defined terms can be found in the Declarations Pages attached to this certificate.

**Policyholder** means the Policyholder listed in the Declarations Pages.

**Covered Legal Services** means those legal services listed in the Declarations Pages and described in the Covered Legal Services Schedule.

**Covered Person** means a Participating Employee, and if Dependent coverage is in effect, his or her Dependents as defined in the Declarations Pages.

**Legal Services Plan or Plan** means the group policy to provide insurance for Covered Legal Services.

**Metropolitan** means Metropolitan Property and Casualty Insurance Company.

**Participating Employee** means an employee who participates in the Plan.

**Plan Attorney** means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.

**We, Us** and **Our** means the Administrator.

**You** and **Your** means the Participating Employee.

## **How The Group Legal Services Plan Works**

To use the Group Legal Services Plan, a Covered Person can call Our Client Service Center, visit Our web site, or go to a Plan Attorney they have already used. The Covered Person should be prepared to identify themselves as a participant in the Group Legal Services Plan.

If a Covered Person calls Our Client Service Center, the Client Service Representative who answers the call will:

- make an initial determination of whether and to what extent the matter is covered;
- give a case number (a new case number will be needed for each new matter);
- give the telephone number(s) and location of the Plan Attorney(s) most convenient to the Covered Person; and
- answer questions about the Plan.

The Covered Person can decide to use a Plan Attorney or a non-Plan Attorney.

### **If a Plan Attorney is Used**

A Plan Attorney will advise on:

- applicable law;
- actions that might be taken to solve the problem; and
- the Covered Person's rights.

During the initial consultation the Plan Attorney will also state whether the matter qualifies for additional Covered Legal Services under the Plan. If the matter qualifies for additional Covered Legal Services and a Plan Attorney provides these services, Metropolitan will be responsible for paying the Plan Attorney for the Covered Legal Services provided, and for the consultation.

### **If a non-Plan Attorney is Used**

If the Covered Person decides to use a non-Plan Attorney, he or she must notify Hyatt. Hyatt will send the Covered Person a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to Hyatt with the attorney's final bill. Within 60 days of Hyatt's receipt of the completed claim form and final bill, we will pay the Covered Person up to the amount stated in the Non-Plan Attorney Fee Schedule. The Covered Person receiving services from the non-Plan Attorney will be responsible for making payment to the non-Plan Attorney for any expenses or fees incurred in excess of the amount paid by Hyatt.

If a claim is denied in whole or in part, the Covered Person may ask Hyatt for a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

## **Requirements For Coverage**

All Eligible Employees may participate in the Plan.

Because this is a Contributory Plan, you pay all or a portion of the cost of Your coverage. To participate in a

Contributory Plan, an Eligible Employee must enroll in the plan and authorize the payment of Participation Fees through payroll deduction. The initial Participation Fee is stated in the Declarations Pages and will be deducted automatically from Your pay. This Fee may change on the Renewal Date.

Eligible Employees may enroll in the Plan:

- during the initial enrollment period established by the Policyholder; or
- during any subsequent annual enrollment period.

If You enroll during the initial enrollment period, coverage will begin on the Effective Date of the group policy. If You enroll during a subsequent annual enrollment period, coverage will be effective at the beginning of the next Plan Year. Each time You enroll or re-enroll You are agreeing to participate for the full Plan Year.

If you are not an Eligible Employee during an enrollment period, but become one later in the Plan Year, you may at that time enroll for the remainder of the Plan Year.

If coverage for Your Dependents is in effect under this Plan, any person who subsequently becomes a Dependent will be covered beginning on the date he or she becomes a Dependent. For example, if You or Your spouse give birth to a child while Dependent coverage is in effect, the child will be covered as of the date of birth.

## Services That Are Covered

The Declarations Pages list the Covered Legal Services insured under the Plan. These Covered Legal Services are described in the Covered Legal Services Schedule provided with this certificate.

## Services With Limited Coverage

If Dependent coverage is provided under the Plan and a Participating Employee for whom such coverage is in effect has a right to receive a Covered Legal Service involving a Dependent as an adversary, the Plan will provide services for the Participating Employee only.

The Advice and Consultation service is the **only** service available for a matter that is not otherwise included as a Covered Legal Service, and that is not listed in the section entitled "Services That Are Not Covered".

## Services That Are Not Covered

Covered Legal Services will not be provided for:

- Appeals or class actions;
- Transactions involving:
  - farms or businesses;
  - rental property when a Covered Person or the Policyholder is the landlord;
  - patent, trademark or copyright law;
  - property held for investment or rental.
- Any matter involving a dispute or a proceeding with:
  - the Policyholder or any of its affiliates as an adverse party;
  - any employee benefit or benefit plan the Policyholder has established; or
  - Metropolitan or its affiliates, the Administrator or any Plan Attorney as an adverse party.
- Any employment related matter;
- Any matter for which an attorney-client relationship arose before You became eligible for the Covered Legal Services under the Plan.

- Amounts due to third parties such as:
  - court costs, filing fees or recording fees;
  - fines;
  - judgments;
  - witness fees; or
  - transcripts.
- Any matter deemed by Us to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.

## Grace Period

The Policyholder will have a Grace Period of thirty-one (31) days to remit the Participation Fees that become due. During the Grace Period, the policy will continue in effect. If the Participation Fees remain unpaid at the end of the Grace Period, the policy will terminate. Termination will be effective at 12:01 a.m. on the thirty-second day following the due date for which Participation Fees remain unpaid. In any case, the Policyholder will remain liable for the pro-rata portion of all Participation Fees which accrue for the period the policy is in effect.

## How Insurance Coverage Ends

Your insurance coverage will end upon the first of the following to occur:

- **Plan termination:** the date the group policy ends;
- **Failure to re-enroll:** the first day of the Plan Year for which You, as a Participating Employee, have not re-enrolled as described in the Declarations Pages;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for which You did not make the required contribution;
- **Change in employment status:** the last day of the month in which You cease to be an Eligible Employee.

If Dependent insurance coverage is in effect under the Plan, insurance coverage for a Dependent **ends** upon the first of the following to occur:

- **Termination of the Participating Employee's coverage:** the date coverage for the Participating Employee ends;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for such coverage if You did not make the required contribution;
- **Change in Dependent status:** the date the Dependent ceases to be a Dependent of the Participating Employee.

If insurance coverage ends, services that would begin on or after the date coverage ended will not be covered. However, services will continue to be covered for any matter where:

- Services for such matter were provided prior to insurance coverage ending; and
- such matter was open and pending when insurance coverage ended.

## Other Important Information

Plan Attorneys may not request or accept additional compensation from You for providing Covered Legal Services, except for payments required to be made to third parties. You have the right to complain to the state bar association about the conduct of an attorney who provides Covered Legal Services under the Plan. If, at any time, You have a question or concern about the service You have received, please call the Client Service Center at 800-821-6400. Hyatt and Metropolitan will work hard to fix the problem to Your satisfaction.

A Legal Plan Member Survey form is available upon request. This form will be used by Hyatt to help evaluate and improve services. This form can be faxed to Hyatt using the number shown on the form. The use of the Covered Person's name is optional.

You have the right to complain to the Board of Bar Overseer concerning attorney conduct in the providing of legal services. Complaint procedures and information regarding the process can be obtained from the Office of the Bar Counsel at 99 High Street, Boston, MA 02110, telephone: 617-728-8750.

The statutory procedure for obtaining a Division of Insurance hearing on any dispute or controversy can be obtained from the Consumer Section at the Division of Insurance at One South Station, Boston, MA 02110 through its website, [www.state.us/doi/consumerservice](http://www.state.us/doi/consumerservice).

Nothing contained in this certificate is intended to interfere with Your freedom of choice in the selection of an attorney or with the attorney-client relationship.

Services under this certificate are administered by Hyatt Legal Plans, Inc. a Delaware Corporation and an affiliate of Metropolitan Property and Casualty Insurance Company.



# Covered Legal Services Schedule

## MetLaw®

### ADVICE AND CONSULTATION

#### Office Consultation

This service enables the Covered Person to talk with a Plan Attorney about any personal legal problems not specifically excluded. The attorney will:

- explain the Covered Person's rights;
- point out his or her options; and,
- if needed, suggest a course of action.

The Plan Attorney will describe any further coverage under the Plan, and will represent the Covered Person if requested. If representation is covered as outlined in this Schedule, the Covered Person will not be charged for the Plan Attorney's services. For non-covered matters where this is the only service provided, You may obtain consultations with a Plan Attorney for an unlimited number of matters. If representation is suggested but is not covered, the Plan Attorney will give a written fee estimate. The Covered Person may then choose to:

- retain the Plan Attorney at his or her own expense;
- seek other counsel; or,
- do nothing.

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation.

#### Telephone Advice

This service enables the Covered Person to talk with a Plan Attorney about any personal legal problems not specifically excluded. The attorney will:

- explain the Covered Person's rights;
- point out his or her options; and,
- if needed, suggest a course of action.

The Plan Attorney will describe any further coverage under the Plan, and will represent the Covered Person if requested. If representation is covered as outlined in this Schedule, the Covered Person will not be charged for the Plan Attorney's services. For non-covered matters where this is the only service provided, You may obtain consultations with a Plan Attorney for an unlimited number of matters. If representation is suggested but is not covered, the Plan Attorney will give a written fee estimate. The Covered Person may then choose to:

- retain the Plan Attorney at his or her own expense;
- seek other counsel; or,
- do nothing.

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation.

### CONSUMER PROTECTION

#### Consumer Protection Matters

This service provides the Covered Person with representation, as a plaintiff, in consumer protection matters and includes representation at trial. It covers disputes over consumer goods and services where:

- the amount being contested exceeds the small claims court limit; and
- the controversy is evidenced by a written document such a sales slip, contract, note or warranty.

This service does not include disputes over real estate, construction or insurance, or collection activities after a judgment.

### **Small Claims Assistance**

This service provides the Covered Person with:

- counseling on prosecuting a small claims action;
- help in preparing documents;
- advise on evidence, documentation and witnesses; and
- help in preparing for trial.

This service does not cover the Plan Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Covered Person prepare for hearings.

### **Personal Property Protection**

This service provides the Covered Person with:

- Counseling on any personal property issue
- Examples are consumer credit reports, contracts for purchase of personal property, consumer credit agreements or installment sales agreements
- Counseling on pursuing or defending a small claims action
- Reviewing personal legal documents
- Preparing promissory notes, affidavits and demand letters

## **JUVENILE MATTERS**

### **Juvenile Court Defense**

This service provides representation of a Participating Employee and Participating Employee's Dependent Child in any juvenile court matter, provided there is no conflict of interest with the Participating Employee and child. In that event, or where the court requires separate counsel for the child, this service provides an attorney for the Employee only including services for parental responsibility.

## **DEBT MATTERS**

### **Debt Collection Defense**

This service provides a Covered Person with an attorney to:

- negotiate with creditors for a repayment schedule;
- help limit creditor harassment;
- defend any action for personal debt collection, foreclosure, repossession or garnishment; and
- defend tax agency debt collection.

This help includes representation at trial if necessary.

It does not include:

- defense against a judgment, vacating a judgment, counter claim, cross claim, third-party claims, or bankruptcy;
- any action arising out of divorce or post-decree matters;
- any matters involving child custody, alimony or support; or
- any matter where the creditor is an affiliate of Yours.

### **Identity Theft Defense**

This service provides Covered Persons with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides Covered Persons with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any actions arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor.

### **Personal Bankruptcy**

This service covers the Participating Employee in pre-bankruptcy planning. It includes the preparation and filing of a personal bankruptcy or Wage Earner petition and representation at all court hearings and trials. This service does not include bankruptcy or Wage Earner petitions for any business in which the Participating Employee may have an interest. It is not available if the Participating Employee is a creditor, even if he or she chooses to reaffirm the specific debt. If Dependent coverage for a Spouse or Qualified Domestic Partner or Civil Union Partner is in effect, this service extends to such person.

### **Tax Audits**

This service provides the Covered Person with an attorney to:

- review tax returns;
- review questions from the IRS or other state or local taxing authority concerning the Covered Person's tax return;
- negotiate with the agency;
- advise the Covered Person on necessary documentation; and
- attend an IRS or a state or local taxing authority audit, if necessary.

This service does not include prosecuting a claim for the return of overpaid taxes, costs of hiring an accountant or the preparation of any tax returns.

## **DEFENSE OF CIVIL LAWSUITS**

### **Administrative Hearing Representation**

This service provides the Covered Person with defense in civil proceedings. It includes proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where legal representation is available or being provided by virtue of a homeowner or vehicle insurance policy. It does not include:

- family matters;
- post judgment matters; or
- litigation of a job-related incident.

### **Civil Litigation Defense**

This service provides the Covered Person with defense in civil proceedings. It includes proceedings in a trial court of general jurisdiction or before an administrative agency or a local, state or federal agency. It does not apply where legal representation is available or being provided by virtue of another insurance policy. It does not include:

- family matters;
- post judgment matters; or
- litigation of a job-related incident.

This service does not include bringing counterclaims, cross claims or third-party claims.

### **Incompetency Defense**

This service provides the Covered Person with defense in any incompetency action. It includes representation at court hearings when there is a proceeding to find the Covered Person incompetent.

## **DOCUMENT PREPARATION**

### **Affidavits**

This service provides preparation of an affidavit where the Covered Person is the person making the statement.

### **Deeds**

This service provides for the preparation of any deed for which the Covered Person is either the grantor or grantee.

### **Demand Letters**

This service provides for:

- the preparation of letters which demand money, property or some other property interest of the Covered Person;
- mailing them to the addressee; and
- forwarding and explaining any response to the Covered Person.

Negotiations and representation in litigation are not included.

### **Mortgages**

This service provides for the preparation of any mortgage for which the Covered Person is the mortgagor.

### **Notes**

This service provides for the preparation of any promissory note for which the Covered Person is the payor or payee.

## **DOCUMENT REVIEW**

This service provides for the review of any personal legal document of the Covered Person, such as letters, leases or purchase agreements.

## **ELDER LAW MATTERS**

This service provides the Covered Person with:

- Counseling on any personal issues relating to the Covered Person's parents as they effect the Covered Person
- Reviewing documents of the parents as they effect the Covered Person

- Examples of documents are Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills
- Preparing deeds involving the parents when the Covered Person is the grantor or the grantee
- Preparing promissory notes involving the parents when the Covered Person is either the payor or payee

## **FAMILY LAW**

### **Name Change**

This service provides for all necessary pleadings and court hearings for a legal name change for the Covered Person.

### **Prenuptial Agreement**

This service provides for the negotiation, preparation, review and execution of an agreement by a Participating Employee and his or her fiancé (e)/partner prior to marriage or legal union (where allowed by law), outlining how property is to be divided in the event of:

- separation;
- divorce; or
- death of either.

Representation is provided only to the Participating Employee. The fiancé (e)/partner must have separate counsel or waive representation. It does not include subsequent litigation arising out of a prenuptial agreement.

### **Protection from Domestic Violence**

This service provides the Participating Employee as the victim of domestic violence with representation to obtain a protective order, including:

- preparing the paperwork;
- attending all court appearances.

This service does not include:

- coverage for the Participating Employee's Dependents;
- representation in suits for damages; or
- representation for the Participating Employee as the offender.

### **Adoption and Legitimization (Contested and Uncontested)**

This service provides for all legal services and court work in a state or federal court for an adoption for the Participating Employee and spouse. Legitimization of a child for the Participating Employee and spouse, including reformation of a birth certificate, is also covered.

### **Guardianship or Conservatorship (Contested and Uncontested)**

This service provides for establishing a guardianship or conservatorship over a person and his or her estate by the Participating Employee. It includes:

- obtaining a temporary guardianship or conservatorship if necessary;
- 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;

- any proceedings involving annual accountings after the initial accounting; or
- terminating the guardianship or conservatorship once it has been established.

If Dependent coverage for a Spouse or Qualified Domestic Partner or Civil Union Partner is in effect, this service extends to such person.

## **IMMIGRATION ASSISTANCE**

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Covered Person prepare for hearings.

## **PERSONAL INJURY**

### **Personal Injury (Discount)**

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters where the Covered Person is the plaintiff at a maximum fee of 25% of the gross award. It is the Covered Person's responsibility to pay the attorney's fee and all costs.

## **REAL ESTATE MATTERS**

### **Boundary or Title Disputes**

This service provides representation for the Covered Person in disputes concerning boundary or real property title disputes involving his or her primary residence. It does not apply where legal representation is available or being provided by virtue of homeowner or title insurance policies.

### **Eviction Defense**

This service provides representation for the Covered Person as a residential tenant, in case of eviction, up to and including a trial defense.

### **Home Equity Loans (Primary and Secondary Residence)**

This service covers the review or preparation of a home equity loan on the Participating Employee's primary or secondary residence.

### **Property Tax Assessment**

This service provides the Covered Person with coverage for review and advice on a property tax assessment on his or her primary residence. The service includes:

- filing the paperwork,
- gathering the evidence,
- negotiating a settlement, and attending the hearing necessary to seek a reduction of the assessment.

### **Refinancing of Home/Home Equity Loan (Primary and Secondary Residence)**

This service provides the Covered Person with counsel in the refinancing of or obtaining a home equity loan on the Covered Person's primary or secondary residence. It includes the review or preparation of all relevant documents (the mortgage, deed and documents pertaining to title, insurance, recordation and taxation).

It does not include:

- services provided by an attorney representing a lending institution or title company;
- the refinancing of or getting a home equity loan on:
  1. rental property; or
  2. property held for business or investment;
- the sale or purchase of a home.

### **Sale or Purchase of Home (Primary and Secondary Residence)**

This service provides the Covered Person with counsel for the purchase and sale of the Covered Person's primary or secondary residence or of vacant property to be used for building a primary or secondary residence. It includes the review or preparation of all relevant documents (the construction documents for a new home, purchase agreement, mortgage, deed and documents pertaining to title, insurance, recordation and taxation). The service also includes attendance of a Plan Attorney at closing, in cities where it is the custom to do so. It does not include:

- services provided by an attorney representing a lending institution or title company;
- the sale or purchase of:
  1. rental property; or
  2. property held for business or investment;
- refinancing a home; and
- home equity loans.

### **Tenant Negotiations**

This service provides the Covered Person with representation as a tenant for matters involving leases, security deposits or other disputes with a residential landlord. It does not include representation in a lawsuit.

### **Zoning Applications**

This service provides the Covered Person with counsel to help get a zoning change or variance for his or her primary residence. This service includes:

- reviewing the law;
- reviewing the surveys;
- advising the Covered Person;
- preparing applications for the zoning hearings;
- preparing for the hearing; and
- attending the hearing, if necessary, to change the zoning.

### **Security Deposit Assistance (Primary Residence - Tenant Only)**

This service covers counseling the Participant in recovering a security deposit from the Participant's residential landlord; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit.

It also covers:

- assisting the Participant in prosecuting a small claims action;
- helping prepare documents;
- advising on evidence, documentation and witnesses; and
- preparing the Participant for the small claims trial.

This service does not include:

- the Plan Attorney's attendance or representation at the small claims trial;
- collection activities after a judgment; or
- any services relating to post-judgment actions.

## **TRAFFIC MATTERS**

### **Restoration of Driving Privileges**

This service provides the Covered Person with representation in proceedings to restore his or her driving license.

**Traffic Ticket Defense (No Driving under Influence)**

This service provides the Covered Person with representation in defense of any traffic ticket including traffic misdemeanor offenses. However, no service is provided where the ticket was the result of any driving under influence or related charge or vehicular homicide. This service includes representation for:

- court hearings;
- negotiation with the prosecutor; and
- trial.

**WILLS AND ESTATE PLANNING****Trusts**

This service includes the preparation of revocable or irrevocable living trusts for the Covered Person. It does not include tax planning.

**Living Wills**

This service covers the preparation of a living will for the Covered Person.

**Powers of Attorney**

This service includes the preparation of any power of attorney when the Covered Person is granting the power.

**Probate (10% Discount)**

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the prevailing fee. The Covered Person must pay the reduced fee and all costs.

**Wills and Codicils**

This service covers the preparation of simple or complex wills or codicils for the Covered Person. The creation of a testamentary trust is covered. The service does not include tax planning.