



**U.S. Legal Services**

*Providing legal benefit plans.*

## **CERTIFICATE OF INSURANCE**

### ***Family Protector Plan***

U.S. Legal Services, Inc.  
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Jacksonville, Florida 32256  
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# FAMILY PROTECTOR PLAN

## I. Introduction and Agreement

U.S. Legal Services, Inc. is referred to throughout this document as “we”, “us”, “our” and this Family Protector Plan, including the Schedule of Benefits, Application and any endorsements, is referred to as the “Plan”.

In this *Plan*, if the *Named Insured* obtained and paid for individual coverage for him/herself only, the terms “you”, “your” and “yours” refer solely to the *Named Insured*. If the *Named Insured* obtained and paid for family coverage, the terms “you”, “your” and “yours” refer to the *Named Insured* and eligible family members who are also named in the Application or subsequently become eligible. The terms “Member” and “Members” refer to the *Named Insured* and his/her eligible family members.

**We agree**, subject to the *Plan* provisions:

- To pay for legal services covered by the *Plan* as provided by a *Participating* or *Network Attorney* or a *Non-Network Attorney* according to the *Benefit Schedule* contained herein.

**You agree:**

- To comply with all the provisions of this *Plan* 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

### Participating or Network Attorney:

An independent law firm that has entered into a written agreement with *us* to provide *Benefits* for *you*.

### Address:

*Your Address* as shown in the *Schedule*, or as subsequently changed by *you* (provided notice of this change is *Received by Us*).

### Anniversary:

The first of each successive calendar month after *your Effective Date* until this *Plan* is canceled if the *Premium* paid was for one month (as designated in *your Schedule*), or the same date of each successive year after *your Effective Date* until this *Plan* is canceled if the *Premium* was for one year (as designated in *your Schedule*).

Attorney:

Anyone properly licensed to practice law in the state or jurisdiction where this *Plan* is effective.

Attorney Fee:

The *Reasonable & Customary Amount* charged by an attorney only for his/her time spent providing benefits, usually billed on an hourly basis.

Covered Legal Services:

Legal services provided by an attorney, for which *Attorney Fees* are charged, relating to *Member's* personal *Legal Issues* or legal questions, specifically provide for under the Benefits section in this *Plan* and not otherwise excluded, and which relate to *Events* occurring after *your Effective Date* (and any applicable waiting period) but before this *Plan* is lapsed or canceled.

Discounted Rate:

The rate charged for non-covered *legal issues*.

Effective Date:

The date this *Plan* takes effect.

Legal Issue:

A disagreement between *you* and any other person or entity regarding *your* legal rights with respect to personal activities.

Member, Members, You, Your, Yours:

The *Named Insured*, and provided the *Premium* has been paid for family coverage and they are named in the Application or subsequently become eligible, his/her legal spouse and unmarried dependent children: (a) under the age of 19 who reside in his/her household; or (b) under the age of 23 if unmarried and a full time student.

Named Insured:

The person whose legal name appears in the *Schedule* or who is registered by the sponsor with us as entitled to coverage under the terms of this *Plan*.

Non-Network Attorney:

An attorney, who is not a *Participating or Network Attorney*, chosen by you to perform any *Covered Legal Service* under this *Plan's Comprehensive Benefits*.

*Out-of-Network Rate:*

The rate we reimburse you for *Covered Legal Services* provided by a *Non-Network Attorney*.

*Plan:*

The Family Protector Plan.

*Reasonable and Customary Amount:*

The number of hours usually required for performing like legal services under similar facts or circumstances.

*Sponsor:*

The organization, if any, through which the *Named Insured* was offered this *Plan*.

*Trial:*

The proceeding in court whereby the parties try their case, beginning with the impaneling of a jury in a jury *trial* and with the opening statements of the parties in a non-jury *trial*. *Trial* does not include out-of-court preparation, appearances on motions, pre-trial conferences, or continuances by the court.

*Uncontested:*

A legal matter or issue which the parties have agreed or to which the other party has no objection and makes no defense.

### **III. Benefits**

The Contributions of each Plan Member shall entitle the Plan Member to the following legal services provided by a Participating or Network Attorney:

- A. **Consultation:** This coverage provides the Plan Member and covered family members the ability to conduct a telephonic and/or office legal consultation or interview with a licensed attorney to discuss any legal matter or concern.
- B. **Consumer-Seller Protection:** This coverage extends to the Plan Member and covered family members, coverage includes legal representation for consumer protection legal issues. This would include both statutory and common law causes of action.
- C. **Preparation of Wills and Living Wills, Durable Power of Attorney, Simple Trusts:** This coverage includes consultation and preparation of the following legal documents to plan and implement an estate plan for the Plan Member and covered family members. These legal

documents include Wills including Simple Trusts, Living Wills, Durable Powers of Attorney, and Designations of Health Care Surrogate.

- D. **Estate Planning:** Attorney will provide consultation and advice concerning planning the covered person's estates.
- E. **Civil Actions as Plaintiff:** This includes representation 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, Network or Non-Network, Attorney and is further subject to the provisions and conditions in paragraph "S" herein below.
- F. **Civil Actions as Defendant:** Representation of Plan Member as a named defendant in a civil action and includes representation through trial. Where Plan Member is provided legal representation through other coverages, such as auto liability or homeowner's insurance, said coverages shall be primary and this plan's coverage secondary. This coverage is subject to the provisions in Section V, paragraph "8".
- G. **Adoptions:** Includes step-parent adoptions including all necessary legal pleadings and attendance at Final Hearing.
- H. **Real Estate Transactions:** Attorney will provide Plan Members with legal assistance in connection with the sale or purchase of a family dwelling which shall be used by Plan Member as a 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.
- I. **Insurance Law:** Representation and consultation in disputes between Plan Member and Plan Member's insurance company regarding the non-payment of claims for losses incurred by the Plan Member under a policy of insurance issued to the Plan Member.
- J. **Landlord/Tenant Law:** Legal Disputes as defendant with landlord involving the occupancy of *your* primary residence, including eviction defense.
- K. **Traffic Violations:** Representation for non-criminal moving traffic violations.
- L. **Preparation of Legal Documents:** Preparation and review of miscellaneous legal documents for any *Covered Legal Service* not otherwise specifically covered or excluded under this *Plan*.
- M. **Change of Name:** Including preparation of Petition and attendance at Final Hearing.
- N. **Estate Administration:** Assistance in administering *your* estate, including the applicable property transfers and court appearances. This benefit specifically excludes any legal services for which attorney fees are collectable from *your* estate.
- O. **Defense of Juveniles:** Defense of *your* eligible juvenile child in and relating to Juvenile Court Proceedings, where the underlying charge

would not be considered a criminal felony charge if *your* child were being charged as an adult, and except traffic matters.

- P. **Family Law:** Legal representation for family law matters including Divorce (Contested and Uncontested), child support and child custody matters, spousal support, equitable distribution of marital assets, modification and enforcement actions and annulments.
- Q. **Criminal Violations:** Representation for all criminal misdemeanors, including first offense DUI with representation available through trial in state courts.
- R. **Personal Injury:** Including auto accidents, medical malpractice and similar causes of action. In the event the 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 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 recovery if successfully resolved only after an appeal. In any civil case in which attorneys fees are recoverable by contract, or by statute, then the Participating or Network Attorney may enter a fee services agreement with the Plan Member, calling for a reasonable attorney's fee, as awarded by the Court in the action. The client will be obligated to pay the Participating or Network Attorney a reasonable fee as determined by the Court in the litigation, contingent upon collection from the adverse party.
- S. **Bankruptcy:** Chapter 7 Only. Coverage includes consultation, preparation of Petition and Schedules, attendance at 341 Meeting of Creditors, including representation at required hearing.
- T. **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 members 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 members at one-third (1/3) discount off attorney's normal hourly rate.

- U. **Business Law:** Preparation of legal documents for formation of one corporation, partnership or other business entity per year.
- V. **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 for a 33 1/3% discount from their normal hourly rates or fees.

#### **IV. Limitations and Other Conditions**

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

1. Legal matters under coverages for Family Law and Bankruptcy Chapter shall have a 120 day waiting period.
2. 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 attorney at a 1/3 discounted rate.
3. Coverage for DUI limited to first offense only.

#### **V. Exclusions**

1. Preparing, completing, or filing of a federal, state, or local tax return or tax law except as may be provided herein by Endorsement.
2. No coverage is provided in Federal Courts of the United States except for Bankruptcy provided herein.
3. Felony crimes are excluded.
4. Actions or disputes between *you* and *your* employer, or *your* employer's insurance carrier, unions, plan underwriter or any other party not covered by this Plan are excluded from coverage.
5. Workers' Compensation, unemployment compensation, class actions, interventions and amicus curiae.
6. Matters relating to patents copyrights or appellate proceedings of any nature.
7. Duplication of services previously claimed in relation to same matter.
8. Any legal proceeding in which Plan Member is entitled to legal representation or reimbursement for the costs thereof from any source other than this policy or another legal expense policy.
9. 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.
10. Legal services received or contracted for prior to the *Effective Date*. Also, legal services obtained after the date on which *your* coverage under this *Plan* terminates.

11. Any action, dispute or proceeding in any way against *our* interest, or that of *our* affiliated companies, the underwriter(s) of the *Plan*, or any of *our* or their agents, *Participating or Network Attorneys* or *your Sponsor*.
13. Legal services for the benefit of any person other than a *Member*, or legal services for *Members* other than the *Named Insured* against his/her interests or those of another *Member* under this *Plan*.
14. Except as specifically provided for in this *Plan*, 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.
15. 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 *Plan*. 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.
16. Tax related matters; class actions; intervention (unless otherwise entitled to coverage as a plaintiff or defendant under this *Plan*); amicus curiae filings; criminal felonies, appeals; and any matter arising out of or in connection with federal law, except as specifically provided in this *Plan*.
17. Attorneys shall have the obligation to decline the representation of any Plan Member where the matter presented is deemed by the Attorney to be frivolous, spurious, or without merit, or where a conflict has developed between Attorney and covered Plan Member(s) to the extent that Attorney can not in good faith or pursuant to the Code of Professional Responsibility continue to represent said covered Plan Member(s).

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

Provided *your Premium* and any applicable fees have been *Received by Us*, this *Plan* 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 *Plan* 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 Plan* 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 Plan* otherwise would have been canceled, it will be reinstated as it has never lapsed. Otherwise, *you* may choose to buy a new *Plan*, provided *your* payments due under this or any other *Plan* are paid in full.

Conversion to Other Plan:

The *Named Insured* may convert this *Plan* to an individual Plan when no longer qualified as an employee or member of the *Sponsor* who offered this *Plan* to him/her. The *Named Insured* must notify *us* within 30 days of non-renewal to make arrangements for *Premium* payment. The *Named Insured* may also convert this *Plan* 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 plan in accordance with its provisions. *You* will be credited with *your* time for the time this *Plan* was effective only with respect to the plan provisions which are the same in both plans.

**VI. Other Conditions**

Changes (also known as "Endorsements")

*We* reserve the right to periodically change the terms of this *Plan*, including the *Premium*. If *we* change the terms, then *we* will give *you* at least 45 days advance written notice of the change. If *you* do not like the changes, *you* may elect to cancel the *Plan* according to the above cancellation terms within 10 days of *our* sending notice of these changes. Notice is effective on the date it is mailed to *your address*.

Entire Agreement

This *Plan* 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 *Plan*.

#### 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 *Plan* 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 *Plan*, including rules concerning payment of *Premiums*, procedures and forms required, arbitration of disputes arising under the *Plan*, and any other rules *we* deem necessary to implement this *Plan*. *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 *Plan*.

#### 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 *Plan*, *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 *Plan*. 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, plan 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 *Plan* only to the extent they are in excess of other plans or policies which *you* have or could have.

Eligibility

Each eligible person for whom a *Premium* is paid will become a *Member* on the *Effective Date*, and will remain so until no longer eligible or the *Plan* is canceled.

Plan Conformed to Statute

Any terms of this *Plan* 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.

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.

**ENDORSEMENT 1 FEE**

Section IV – Limitations and Other Conditions: Delete Item 1 which states:

1. “Legal matters under coverages for Family Law and Bankruptcy Chapter shall have a 120 day waiting period.

**ENDORSEMENT 6 FEE**

Section IV – Limitations and Other Conditions: Replace Item 2 with the following:

No Legal matters under coverages for Family Law shall be covered or legal services provided until the party to whom benefits are available shall be fully paid shall be limited to fifteen (15) hours during a calendar year. Any legal services required beyond this limitation shall be rendered by the attorney at a 33 1/3% discount from the attorney's normal and customary hourly rate.

**ENDORSEMENT 7 FEE**

Section II: Definitions; Member, Members, You, Your and Yours – change to read:

An unmarried child (including adopted and step child) under 25 years of age, whether or not living at the Plan Member's residence, who is dependent upon Plan Member for support and maintenance and is a full time student in high school, college, university, etc. (written proof from institution may be required) and is residing on or near such school in pursuit of such studies, providing such quarters are in a state where a Plan Attorney is available.