

# LegalShield Plan Overview

ADVICE AND CONSULTATION SERVICES
PHONE CONSULTATION
This service covers toll-free phone consultations to discuss any personal legal matter.
LEGAL RESEARCH
This service covers legal research on any personal legal matter.
OFFICE VISITS
This service covers office visits with the provider law firm to discuss a personal legal matter. Office visits are available at an agreed appointment time.
DEMAND LETTER OR PHONE CALL A phone call or a letter to a third party may be made by the provider law firm if it will further assist in the resolution of the personal legal matter.
———— DOCUMENT SERVICES———
DOCUMENT REVIEW
This service covers review of any personal legal document, such as letters, leases or purchase agreements.
AFFIDAVITS
This service covers advice, consultation, preparation and review of documents for an affidavit. The participant must be the affiant.
FAMILY AND DOMESTIC RELATED SERVICES
NAME CHANGE
This service covers advice, consultation, preparation of documents and pleadings and representation at court hearings

# **ADOPTION**

This service covers advice, consultation, document review and representation for an adoption of a minor in the United States for the participant and/or participant's spouse. Preparation of any required publication notice or any governmental documentation such as fingerprints and criminal history checks are not part of this service.

for a legal name change for a participant. Preparation of any required publication notice and any governmental

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#### PATERNITY

This service covers advice, consultation, document review and representation for a legal determination of paternity in the United States for the participant and/or participant's spouse. Preparation of any required publication notice or any governmental documentation such as fingerprints and criminal history checks are not part of this service.

#### GUARDIANSHIP / CONSERVATORSHIP

This service covers advice, consultation, preparation and review of documents for the creation of a new guardianship or conservatorship over a person or estate. The named guardian or conservator must be the participant and/or participant's spouse. This service includes obtaining permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, preparing the initial accounting, and representation in guardianship appointment proceedings.

#### **JUVENILE MATTERS**

This service covers advice, consultation, preparation and review of documents, and representation of a participant in juvenile matters, unless there is a conflict of interest between the participant and the dependent child. In the event of a conflict, or where the court requires separate counsel for the child, this service provides an attorney for the participant only. Matters in which a juvenile is charged as an adult are not part of this service.

#### PROTECTION FROM DOMESTIC VIOLENCE

This service covers advice, consultation, preparation and review of documents, and representation of the participant only, when he or she seeks to be protected by a victim protection order.

## **INCOMPETENCY DEFENSE**

This service covers advice, consultation, preparation and review of documents and representation when the participant and/or participant's spouse are the subject of a civil competency determination.

## **ELDER CARE ISSUES**

This service covers advice, consultation, and review of documents for participant and/or participant's spouse with respect to their liability for their parent's elder care issues (including Medicare, Medicaid, Social Security Benefits, Veterans Affairs, prescription plans, nursing home agreements, powers of attorney, Living Wills, and Wills). The provider law firm will prepare a deed involving the parent's primary residence when the participants are either the grantor or grantee. The provider law firm will prepare a promissory note involving the parents when the participants are the payor or payee. The parents of the participants are not covered recipients of this service.

# **IMMIGRATION ASSISTANCE**

This service covers advice, consultation, preparation of affidavits and powers of attorney, review of immigration documents and help to prepare for hearings in immigration related matters.

#### PRENUPTIAL AGREEMENTS

This service covers advice, consultation preparation, negotiation and review of documents when the participant (not a spouse or child) needs a prenuptial agreement. The fiancé/partner must have separate counsel or waive his/her right to representation.



<b>HOME SERVICES</b>	

#### SALE OR PURCHASE OF HOME

This service covers advice, consultation, preparation and review of documents (including the construction documents for a new home, the purchase agreement, mortgage and deed), relating to the purchase or sale of a primary or secondary residence or of vacant property to be used for building a primary or secondary residence by participant and/or participant's spouse. The service also includes attendance of an attorney at closing, if necessary. The service includes review of and advice on an abstract, preliminary title reports or a title opinion, and matters necessary for clearance of title or for the sale or purchase of a primary or secondary home. The cost of title insurance is not included. The service does not include leases with option to buy or services or documents provided by an attorney representing a lending institution or title company.

## MORTGAGE DOCUMENT SERVICES

This service covers advice, consultation, preparation and review of documents for any residential mortgage documents of the participant and/or participant's spouse for their primary or secondary home. They must be the mortgagor, borrower or buyer. Mortgage Document Services include representation of the participant and/or participant's spouse in connection with a real estate closing, if necessary. The service includes review of and advice on an abstract, preliminary title reports or a title opinion, and matters necessary for clearance of title or for the sale or purchase of a primary or secondary home. The cost of title insurance is not included. The service does not include services provided by an attorney representing a lending institution or title company.

## HOME EQUITY LOAN SERVICES

This service covers advice, consultation, preparation and review of documents for any home equity loan of the participant and/or participant's spouse for their primary or secondary home. He or she must be the mortgagor, borrower or buyer.

## **DEEDS**

This service covers advice, consultation, preparation and review of documents related to real property deeds, when the participant and/or participant's spouse are purchasing or selling a primary or secondary home.

## REFINANCING OF HOME

This service covers advice, consultation, preparation and review of documents for any refinance loan of the participant and/or participant's spouse for their primary or secondary home. He or she must be the mortgagor, borrower, or buyer. This service does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose. The service does not include services provided by an attorney representing a lending institution or title company.

# **FORECLOSURE**

This service covers advice, consultation, preparation and review of documents and representation for the participant and/or participant's spouse in a court proceeding for foreclosure of their primary or secondary home. He or she must be the defendant.



#### MINERAL RIGHTS ASSISTANCE

This service covers advice, consultation and review of documents concerning a gas or oil lease for the participant's and/or participant's spouse's primary or secondary residence.

## **BOUNDARY OR TITLE DISPUTES**

This service covers advice, consultation, preparation and review of documents and representation for the participant and/or participant's spouse as a defendant in a boundary, title dispute, mechanics lien or eminent domain proceeding involving their primary residence. This service is not available when coverage is available under the participants' homeowner or title insurance policies.

## PROPERTY TAX ASSESSMENTS

This service covers advice, consultation, preparation and review of documents, representation for the participant and/or participant's spouse in a legal proceeding concerning property tax assessments and property valuations related to the primary residence. This includes filing required paperwork, gathering evidence and negotiating a settlement.

#### **ZONING APPLICATIONS**

This service covers advice, consultation, preparation and review of documents and representation for the participant and/or participant's spouse before a zoning authority for a personal zoning application for a primary residence.

## **EVICTION AND TENANT PROBLEMS**

(Primary Residence - Tenant Only)

This service covers advice, consultation, preparation and review of documents and representation for any participant, 18 years of age or older, arising out of a residential lease. This includes security deposits, leases, disputes with a landlord, and property damage claims. The participant must be the defendant. It does not include representation in disputes with other tenants.

## SECURITY DEPOSIT RECOVERY

(Tenant Only)

This service covers advice, consultation, review and preparation of documents, letters and representation for any participant, 18 years of age or older, to recover a security deposit from a residential landlord for the primary residence. It also covers assistance for 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. The service does not include the provider law firm's attendance or representation at a trial, collection activities after a judgment, or any services relating to post-judgment actions or appeals.

FINANCE
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# **IDENTITY THEFT**

This service covers advice, consultation and review of documents regarding potential creditor actions against the participant and/or participant's spouse resulting from identity theft. This includes the provider law firm's legal 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 the identity theft, such as foreclosure, repossession or garnishment, up to and including trial, if necessary. The service also provides the participant and/or participant's spouse information about identity theft and protection.

#### **REPOSSESSION**

The service covers advice, consultation, preparation and review of documents and representation for the participant and/or participant's spouse in a legal proceeding for repossession of their personal property. He or she must be the defendant.

## **GARNISHMENT**

This service covers advice, consultation, preparation and review of documents and representation for the participant and/or participant's spouse for their wage or earnings garnishment. He or she must be the defendant.

## **HABEAS CORPUS**

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

## **CONSUMER BANKRUPTCY**

This service covers advice, consultation, preparation and filing, review of documents and representation for the participant and/or participant's spouse as a debtor in a consumer bankruptcy. This service is not available if a creditor is affiliated with the sponsor or employer, even if the participant or spouse chooses to reaffirm that specific debt.

## **PROMISSORY NOTES**

This service covers advice, consultation, preparation, and review of documents related to a promissory note for a participant.

## **COLLECTION LETTERS**

This service covers advice, review of documents and preparation of letters on behalf of the participant and/or participant's spouse to collect on amounts payable to them for personal collection matters.

## PERSONAL PROPERTY PROTECTION

This service covers advice, consultation, and review of documents regarding the participant's and/or participant's spouse's personal property matters such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements.

#### CONSUMER PROTECTION

This service covers advice, consultation, preparation and review of documents and representation of the participant and/or participant's spouse as a defendant in court in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. The service provides advice and document review for matters where the participant and/or participant's spouse are the plaintiff. This service does not include representation for real estate matters or if he or she is the plaintiff.

## SMALL CLAIMS ASSISTANCE

This service covers advice, preparation and review of documents and representation for the participant and/or participant's spouse, as a defendant, in a court proceeding for matters involving an appearance in small claims court. The service provides advice and document review for matters where he or she is the plaintiff.



#### CIVIL LITIGATION

This service covers advice, consultation, preparation and review of documents and representation for the participant and/or participant's spouse in arbitration proceedings or civil proceedings before a local, municipal, county, state, or a federal trial court of general jurisdiction. He or she must be the defendant. The service provides advice and document review for matters where the participant and/or participant's spouse are the plaintiff.

#### ADMINISTRATIVE HEARING

This service covers advice, consultation, preparation and review of documents and representation for the participant and/or participant's spouse in defense of an adverse governmental action before a local, municipal, county, state, or federal administrative board, agency or commission.

#### PERSONAL INJURY

The provider law firm may handle personal injury matters for any participant on a contingency fee or other agreed upon basis when the he or she is the plaintiff.

#### TAX AUDIT AND COLLECTION SERVICES

This service covers advice and representation of the participant and/or participant's spouse when notified in writing by any federal, state, or local taxing authority of an audit, investigation, or exam of his or her tax return. These services include a written request to appear at the offices of a federal, state, or local taxing authority about his or her tax return. Garnishments, attachments, appeals, or any other post judgment relief actions are not covered. Trust returns, business or corporate tax returns, payroll and related returns are not covered. Charges of tax fraud or income tax evasion are not covered. This service does not include prosecuting a claim for the return of overpaid taxes or the preparing of any tax returns.



#### WILLS AND CODICILS

This service covers advice, consultation and preparation of a Will or Codicil for any participants who are at least 18 years old. Estate tax planning is not included. These services do not include the distribution of any assets outside of the United States.

## LIVING WILL OR PHYSICIAN'S DIRECTIVE

This service covers advice, consultation and preparation of a Directive to Physician or Living Will for participants who are at least 18 years old.

## **TRUSTS**

This service covers advice, consultation, preparation, and review of documents related to a revocable or irrevocable living trust in which the participant and/or participant's spouse are the settlor. This service does not include tax advice, financial planning, or estate tax planning.



#### POWER OF ATTORNEY

This service covers advice, consultation, and preparation of a power of attorney for any participants who are at least 18 years old and who are the principal.

#### **PROBATE**

This service covers advice, consultation and review of documents for the probate of a will. The participant must be the named executor. Document preparation and court representation is available at a 25% discount.



#### MOVING TRAFFIC VIOLATIONS

This service covers advice, consultation, negotiation, review of documents, and representation of the participant in court for moving traffic violations.

#### SUSPENDED DRIVER'S LICENSE ASSISTANCE

When a driver's license has been suspended or revoked by the issuing authority, the provider law firm will advise and represent the participant. In this situation, a right to appeal must be provided by statute. The provider law firm will provide legal assistance to reinstate or maintain a driver's license due to job related matters or medical reasons.

#### MOTOR VEHICLE PROPERTY DAMAGE

This service covers assistance up to, but not including, the filing of a lawsuit to collect all property damage claims. These services are for property damage incurred due to a vehicle, owned by a participant, being struck by any motor vehicle.

ADDITIONAL BENEFITS
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# 24/7 EMERGENCY ACCESS

This service covers toll-free access to the provider law firm on a 24-hour a day basis for the following emergencies, when the participant is: 1) detained by law enforcement; 2) seriously injured in an accident; or 3) served with a search warrant. Call the toll-free emergency number at 1-877-825-3797 to speak with Customer Care, who will connect the participant with the provider law firm. Phone access is subject to conditions set by the detaining or questioning authority, which may keep the provider law firm from speaking with the participant. Any other service is available 8:30 a.m. - 5:00 p.m. Monday through Friday, excluding major holidays.

## 25% DISCOUNT

For all personal legal matters that are not fully covered by this plan, the participants may be eligible for Services at a 25% discount off the standard hourly rate. This does not apply to contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the provider law firm. The 25% discount is available except in those instances listed in General Provision C of this plan.



### **LEGAL FORMS**

Participants have access to online legal forms that focus on many of today's most common legal concerns. Through the Forms by LegalShield app, participants can select from popular legal forms, fill out the form and sign, or send the document on to be signed by another party, all from the convenience of their phone.

#### **MOBILE APP**

The participant can directly call their provider law firm, as well as upload traffic tickets and submit their Will questionnaire directly to the provider law firm through the LegalShield mobile app.

## All Services are a part of and are subject to the General Provisions of this Plan.

A. Provision of Services, Attorneys, and Location of Services: Services will be provided by attorneys designated by the Company, who are licensed, practicing attorneys (referred to as the Provider Law Firm or Provider Attorney). All initial requests for Services must be directed through the Provider Law Firm in the Participant's state of residence. The Provider Law Firm or the Company may refer matters to a referral attorney (a "Referral Attorney"). Referral Attorney and Provider Attorney may be collectively referred to in this Plan as the Provider Attorney. Should the Participant move to another state, the Provider Law Firm will switch to their new state of residence after they notify the Company. Participants may use the Services outlined in this Plan only to the extent such Services are available and permitted by the laws of the state having jurisdiction over the legal matter.

B. The following are entitled to benefits under the Plan. For any matter between the Participant and spouse or dependents, only the Participant may use the Services. 1. The Employee ("Participant"). If the Participant chooses family coverage, the following are also entitled to benefits, unless provided otherwise in the Plan: a. The Participant's spouse (referred to as "spouse" throughout the Plan). b. Any dependent children of the Participant, or spouse, under 26 years of age. c. Children under 18 years of age for whom the Participant, or spouse, is the legal guardian. d. Any dependent child, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions.

C. Non-Covered Services. Certain Services are not covered by the Plan. They include the following: 1. Employment-related matters, including Employer or statutory benefits. 2. Matters involving the Employer, Company or Provider Law Firm. 3. Services outside of the United States. 4. Any matter arising from a Participant's business matters or interests or any income producing property or venture of any nature, full or part time. 5. Matters covered by any insurance policy. 6. Matters relating to patent, trademark and copyright. 7. Matters that are, in the Provider Law Firm's Professional Judgment, unnecessary or unwarranted for adequate advice or would be in violation of any ethics laws. 8. Any matter if the Participant is representing or preparing to represent themselves pro se. 9. Matters which are frivolous or without merit, any claim, defense, or legal position which is not likely to prevail in court or otherwise prohibited by law. 10. Native American legal issues, including but not limited to matters relating to Indian tribes and tribal governments, in any court, or jurisdiction. 11. Matters in which there is a conflict of interest between the Participant and the spouse and/or dependents. In such case, Services are excluded for the spouse and dependents. 12. Matters for which an attorney-client relationship existed prior to the Participant becoming eligible for Plan benefits. 13. Matters arising while any person is a party to any lawsuit involving the Employer, Company or Provider Law Firm. 14. Fines, court costs, penalties, expert witness fees, bonds and out of pocket expenses.



- D. Discount Benefit for Non-Covered Services. The following Services are not covered by the Plan; however, the 25% Discount Benefit may apply after the Advice and Consultation Services have been provided: 1. Class actions, amicus curiae filings or interventions. 2. Attachments, collections, appeals or any other post-judgment relief action. 3. Counter claims, cross claims and third-party claims. 4. Matters where Participant is acting on behalf of, or representing another party (for example: executor, administrator, guardian, trustee) except where specifically provided otherwise. 5. Matters in which Participant is a Plaintiff or Claimant, except where specifically provided otherwise. 6. Matters relating to family law, except as specifically provided under Family and Domestic Related Services, including litigation related to prenuptial agreements. 7. Matters relating to bankruptcy law, except as specifically provided under Finance Services. 8. Abstract, preliminary title reports or a title opinion. 9. Any matter resulting in criminal penalties, felony charges or it is alleged that the Participant is under the influence of or impaired from using alcohol, intoxicants, medicines whether prescribed or not, controlled substances, or chemicals. 10. Any matter related to charges that a Participant is driving without a valid driver's license or statutorily required insurance. 11. Any ongoing hearings, experts or actions that must be filed in a different court for reconsideration or review. 12. Any matter while driving a Commercial Vehicle. 13. Responsive affidavits and accounting proceedings in guardianship matters. 14. Representation of the Participant in a hearing or proceeding on immigration matters. 15. Representation of a Participant in a probate matter.
- E. Plan: Any reference to the "Plan" refers to this legal service plan between the Company and the Participant.
- F. Licensed Motor Vehicle: A vehicle, except a Commercial Vehicle, which is properly licensed, insured, registered, inspected, and with properly working equipment.
- G. The Company: Any reference to the "Company" in this Plan shall refer to Pre-Paid Legal Services, Inc., dba LegalShield.
- H. Geographical Area of Coverage: This legal Services Plan may only be used in the United States. This Plan does not include U.S. Territories.
- I. Effective Date: The Effective Date of the Plan is the date on which the Employer enrolls the Participant and the fee has been paid.
- J. Attorney-Client Contract and Representation: All Services which may require payment of any anticipated cost or a retainer to the Provider Law Firm shall be subject to the terms of an Attorney-Client Contract. The Attorney-Client Contract and payment will be agreed upon prior to the time Services are rendered. All determinations of retainers and costs shall be at the sole discretion of the Provider Law Firm. When applicable, eligibility for Services is subject to the payment of retainers and costs before any Services or representation. All Services are limited to this Plan. The Provider Law Firm has no relationship or duty beyond the Services.
- K. Provider Law Firm's Professional Judgment: All Services are subject to the Provider Law Firm's Professional Judgment. The Company will in no way influence or attempt to affect the rendering of professional services by the Provider Law Firm. The Provider Law Firm reserves the right to make all final decisions.
- L. Cancellation of Plan: The Participant or the Company may cancel this Plan for fraud, non-payment, or upon 30-days written notice for any other reason.
- M. Settlement of Disputes: All disputes or claims relating to the Company, the Plan, any claims, or causes of action between any Participant, the Employer, and the Company whether in tort or contract, shall be settled by arbitration per the Commercial Arbitration Rules of the American Arbitration Association. If any Participant or the Employer files a claim or counterclaim against the Company, it will not be with any other party or as part of a class action.



- N. Change of Plan: No change in the Plan shall be valid until approved by an officer of the Company and endorsed on or attached to the Plan. No agent can change the Plan or waive any of its provisions. A 30-day notice will be given should there be any change in this Plan.
- O. Reinstatement Procedure: Should the Participant leave their employment, they may elect to continue their Plan by notifying the Company. The Company, at its option, may reinstate the Plan upon payment by the Participant of the Plan fee. The Effective Date of the reinstatement shall be the date the reinstatement is accepted and processed by the Company. Services are not available for any act or occurrence during the lapse period.
- P. Change of Fees: The Company has the right to change the fee for this Plan. Changes in the fee will only occur on the anniversary date of the Plan. Should the fee be changed, the Participant will be sent a 30-day written notice.
- Q. Severability: If any provision of this Plan is deemed invalid or unenforceable in any respect, such provision shall be, to the extent possible, reformed to make it effective. If any provision is deemed invalid and incapable of being reformed, it shall not impact the validity and enforceability of all other provisions of this Plan, which shall remain valid and enforceable.
- R. Subrogation: If the Company or Provider Law Firm makes a payment under this Plan and the person to or for whom payment was made has a right to recover damages from another, the Company or Provider Law Firm shall be subrogated to that right.
- S. Release of Information: Participants with a concern about a Provider Attorney authorize the Provider Law Firm to disclose to the Company all communications between the Participants and the Provider Law Firm. This is done to provide the best customer service. Participants should contact Customer Care at 1-800-654-7757 with any complaint or concern. A written release may be needed for the Provider Law Firm to respond to a complaint. Participants agree that personal information is electronically stored.

MARKETED BY: Pre-Paid Legal Services, Inc. dba LegalShield® and subsidiaries; Pre-Paid Legal Casualty, Inc.; Pre-Paid Legal Access, Inc.; LS, Inc.; In VA: Legal Service Plans of Virginia; and PPL Legal Care of Canada Corporation