



**NEW JERSEY  
LEGAL PLAN**

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**OFFERED BY:  
PRE-PAID LEGAL CASUALTY, INC.  
ONE PRE-PAID WAY - P.O. BOX 145  
ADA, OKLAHOMA 74820  
1-800-654-7757**



**Dear Member:**

By paying the fee and abiding by the terms of this Contract and any attachments, you and all Covered Persons, will receive the legal services (the "Services") as outlined in this Contract. The Services will be provided by the Provider Law Firm chosen by the Company. The Provider Law Firm employs attorneys who are licensed, practicing attorneys (referred to as the Provider Attorney or Referral Attorney as defined in the General Provisions). All requests for Services must be made promptly through the Provider Law Firm in your state. This will allow plenty of time for preparation and response. For legal matters within the United States and outside your state of residence, the Provider Law Firm may assign an attorney who is licensed in that area to assist. If the Covered Person wishes to secure the services of an attorney of his/her choice for any matter arising under this Contract, the Covered Person shall contact the Provider Law Firm prior to contacting the attorney of his/her choice. Should you move to another state the Company will transfer the Contract and Provider Law Firm to your new state. Please refer to the General Provisions and other sections of this Contract for the definition of capitalized terms.

**CONSULTATION SERVICES**

A. Phone Call(s). A Covered Person may receive toll-free calls and advice on an unlimited number of personal legal matters. Phone calls may be made to the extent the Provider Law Firm deems it needed to advise the Covered Person on the legal matter. If the matter cannot be fully covered during the call, the Provider Attorney, in his/her Professional Judgment, may provide up to one hour of legal research. For this Service, a Covered Person will call the number on the membership card during regular office hours, except on holidays.

B. Letter or Phone Call. If the Provider Attorney, in his/her Professional Judgment, decides from the call with the Covered Person that either a phone call or a letter to a third party would assist the Covered Person, then the first such letter or call will be made. For each non-related personal legal subject matter there is only one letter or call per Membership Year. Any extra phone calls or letters from the Provider Attorney after the first one per subject per Membership Year will be provided under the Preferred Member Discount.

C. Document Review. After speaking with the Provider Law Firm, the Covered Person may send for review any personal legal document of 15 pages or less. The Covered Person must be a contracting party of this document. Document review does not include review of a document(s) for use in ongoing court proceedings or lawsuits, such as petitions, complaints, or requests or motions for court determination. The Covered Person shall send a copy of the document to be reviewed, retaining the original, to the Provider Law Firm. The Provider Law Firm will review the copy and advise the Covered Person by phone on any areas of concern and their conformity to State and Federal law. Any editing or negotiations about the document fall under the Preferred Member Discount.

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## **24/7 EMERGENCY ACCESS**

The Covered Person may receive toll-free phone access to the Provider Law Firm on a 24-hour per day basis by calling the emergency number on the membership card when:

1. The Covered Person is detained by a Law Enforcement Officer. A "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official role or any private security personnel acting in the course of such person's employment. "Detained" means being restrained, searched or deprived of instant liberty by a Law Enforcement Officer.
2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency while the representative is acting in an official role regarding any minor child in the Covered Person's custody or control, or any dependent child of the Covered Person.
3. The Covered Person is involved in an auto or motorcycle accident that results in bodily harm or physical injury.
4. The Covered Person is served with a warrant.

Phone access is subject to conditions set by the detaining or questioning authority, which may keep the Provider Law Firm from speaking with the Covered Person at once.

24/7 Emergency Access Exclusion:

Help in making, posting, or obtaining bond, bail, or other security for release.

## **RESIDENTIAL LOAN DOCUMENT SERVICES**

The Member and Member's spouse can have any and all residential loan documents prepared by the Provider Law Firm when buying their main home. These documents may be required by the lending institution or by law and not otherwise provided or prepared by the seller, lender, or other third party. All information needed for the preparation of the documents must be provided to the Provider Law Firm at least five business days prior to the closing date. Legal Services under this paragraph are available once each Membership Year for the Member's main home. Any documents prepared by a third party may be reviewed by the Provider Law Firm prior to closing, provided they are sent to the Provider Law Firm at least five business days prior to the closing date. This Service does not include review of the abstract or preparation of a Title Opinion or the Provider Attorney's presence at closing.

## **FAMILY & DOMESTIC RELATED SERVICES**

Each of the following Family and Domestic Related Services in this section are available after your membership has been active for 90 consecutive days from the Effective Date. These Services are excluded from any proceedings that have already started.

A. Uncontested Separation or Annulment. Uncontested separation or uncontested civil annulment is defined as a separation or annulment where neither the Member nor Member's spouse is represented by counsel. For an uncontested separation or annulment, both parties must agree on all issues in writing, without negotiation by the Provider Law Firm. The Member has the right to these Services if available in the state of the Member's main residence. Services for a contested separation or contested civil annulment fall under the Preferred Member Discount. If, in the Provider Law Firm's Professional Judgment, an uncontested legal separation or uncontested annulment becomes contested, Services will then fall under the Preferred Member Discount.

B. Uncontested Divorce. The Member has a right to Services relating to an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Member nor Member's spouse is represented by counsel. An uncontested divorce must have both parties agree on all issues in writing, without the negotiation by the Provider Law Firm. For an uncontested divorce, net material assets of the marriage, civil union or registered domestic partnership must be under \$500,000. If a court or third party changes any terms already agreed upon by the Member and Member's spouse, the matter will become contested, unless both parties agree to the changes. If the court with jurisdiction over the divorce action changes or denies any term of any agreed upon

decree, the divorce shall then be considered contested and Services provided under the Preferred Member Discount. Any division of retirement benefits or determination of a QDRO ("Qualified Domestic Relations Order") is not covered and is the duty of the Member. Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These Services fall under the Preferred Member Discount. If, in the Provider Law Firm's Professional Judgment, an uncontested divorce becomes contested or negotiated, these Services will then be under the Preferred Member Discount. Any post-decree legal issues would fall under the Preferred Member Discount.

C. Uncontested Adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption. For an uncontested adoption, all consents are obtained and the adoption is not contested or challenged. If, in the Provider Law Firm's Professional Judgment, an uncontested adoption becomes contested, Services then fall under the Preferred Member Discount. Guardianship proceedings are excluded.

D. Uncontested Name Change. A Covered Person has the right to Services relating to an uncontested name change prepared by the Provider Law Firm. An uncontested name change is defined as a name change where all consents are obtained and the name change is not contested or challenged. This Service includes the preparation for and attendance at, if required, the initial hearing to obtain the change in name. Preparation of any required publication notices and any governmental documentation, such as fingerprints and criminal history checks, fall under the Preferred Member Discount.

### **ESTATE PLANNING SERVICES**

A. Last Will & Testament. A Covered Person has a right to have a Last Will and Testament ("Will") prepared by the Provider Attorney. The Will may include a codicil or amendment and may include the creation of a testamentary children's trust. Any other provisions in the Will regarding planning for estate taxes, complex distributions, and special needs trusts, will be provided under the Preferred Member Discount. These Services do not include the distribution for any assets outside of the United States. The Covered Person desiring a Will must complete the Will Questionnaire form furnished by the Company. The form is then sent to the Provider Law Firm. Execution and storage of the Will shall be the duty of the Covered Person. The Covered Person has the right once during each Membership Year to have the Provider Law Firm review his/her Will and make any needed changes. The Covered Person has the sole duty to request the annual review and review rights do not accrue from year to year.

B. Health Care Power of Attorney. A Covered Person has the right to have a Health Care Power of Attorney prepared according to his/her instructions and conforming to state law. Execution and storage of the Health Care Power of Attorney shall be the duty of the Covered Person. The Covered Person has the right, once during each Membership Year, to have the Provider Law Firm review his/her Health Care Power of Attorney to make any needed changes.

C. Physician's Directive/Living Will. A Covered Person has the right to have a Directive to Physician/Living Will form prepared which conforms to state law. Execution and storage of the document shall be the duty of the Covered Person. The Covered Person has the right once during each Membership Year, to have the Provider Law Firm review his/her Directive to Physician/Living Will to make any needed changes.

### **MOTOR VEHICLE RELATED SERVICES**

The Motor Vehicle Related Services are available 15 days after the Effective Date of this Contract. Services are not available for any matter arising or reasonably anticipated prior to the expiration of the 15 day waiting period.

If the Covered Person, while driving any Licensed Motor Vehicle with the express consent and permission of the Licensed Motor Vehicle's owner, is involved in a motor vehicle accident, has a collision, or is charged with a moving traffic violation, the Covered Person will have the right to the following Services from the Provider Law Firm. These Services must be in the court of original jurisdiction.

A. Defense of all moving traffic violations except for those violations that result in misdemeanor or felony charges.

B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.

C. A total of 2.5 hours of attorney time in each of the following situations:

1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the issuing authority in a situation where a right to appeal is provided by statute.
2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters or medical reasons.

D. The Provider Attorney will assist the Covered Person up to, but not including, the filing of a lawsuit to collect all property damage claims of \$5,000.00 or less. These services are for property damages incurred as a result of the Covered Person driving, being a passenger in, or being struck by any motor vehicle. Such assistance is limited to 2.5 hours of attorney time per property claim.

E. Traffic tickets must be submitted to the Provider Law Firm at least five working days prior to the appearance date to receive Motor Vehicle Related Services.

Motor Vehicle Related Exclusions:

1. Pre-existing Conditions which are defined as those acts or events which give rise to the issuance of a citation for a moving traffic violation and which are alleged to have occurred prior to 15 days after the Effective Date of this Contract, even though the citation or ticket might not be issued until after 15 days following the Effective Date of this Contract.
2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol or narcotics, unless such narcotics were administered on the advice of a physician and used in accordance with the physician's prescribed instructions.
3. Any matter where, in the Provider Law Firm's Professional Judgment, a claim, defense or legal position cannot prevail in court. This includes matters that are considered frivolous, groundless or without merit.
4. Any matter associated with driving a Commercial Vehicle. A Commercial Vehicle is defined as any motor vehicle being driven by a Covered Person for commercial or income-producing purposes.
5. Any matter associated with hit-and-run related charges, leaving the scene of an accident or similar charges, or criminal charges, except as provided above.
6. Any matters, tickets or violations which do not adversely impact a driving record or insurance record.
7. Any matter associated with charges that a Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration or inspection, or properly working equipment.
8. Any appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review.

### **TRIAL DEFENSE SERVICES**

A. If the Member or Member's spouse is the defendant in a covered civil action filed in a state or federal district court, Services shall be provided as outlined in the schedule below. The number of hours are for use on all covered lawsuits filed during that Membership Year. If more than one covered lawsuit is filed against a Member or the Member's spouse in a given year, the hours remaining at the end of the first lawsuit may be used for any following lawsuit(s). In no event will the number of hours exceed the annual maximum number of hours, regardless of how many lawsuits are filed during any one Membership Year. Hours that are not used during the year expire at the end of the Membership Year. Hours that are not used during the year do not roll over to following Membership Years. The Member must continue his/her membership while any covered action is pending in order to receive services.

Schedule:

1. First Membership Year: 60 hours of Trial Time, of which 2.5 hours may be used for Pre-Trial Time.
2. Second Membership Year: 120 hours of Trial Time, of which 3 hours may be used for Pre-Trial Time.
3. Third Membership Year: 180 hours of Trial Time, of which 3.5 hours may be used for Pre-Trial Time.
4. Fourth Membership Year: 240 hours of Trial Time, of which 4 hours may be used for Pre-Trial Time.
5. Fifth Membership Year: 300 hours of Trial Time, of which 4.5 hours may be used for Pre-Trial Time.

B. Pre-Trial Time, in the schedule above, is defined as Provider Law Firm time used in defense of a covered lawsuit prior to the date of jury selection (in a jury trial) or opening statements (in a non-jury trial). This will include, but is not limited to, time between jury empaneling and opening statements, settlement conferences, phone conversations, pre-trial conferences with the tribunal or judge. Pre-Trial Time may also include depositions, discovery, preparation of pleadings or motions and briefs, including motions for summary judgment.

C. Trial Time, in the schedule above, is defined as Provider Law Firm time used in defense of a covered lawsuit from the date of and including jury selection (in a jury trial) or opening statements (in a non-jury trial) to the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

Trial Defense Services Exclusions:

1. Defense of any criminal charge.
2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol or narcotics, unless such narcotics were administered on the advice of a physician and used in accordance with the physician's prescribed instructions. Any hit-and-run charges or leaving the scene of an accident.
3. Any matter against a Covered Person which arises as a result of business matters or interests (regardless of the form of the entity), or employment matters including:
  - a. Ownership, management, or association with a business, partnership, or corporate entity, or trust.
  - b. Any income producing property or venture regardless of the full-time or part-time nature.
4. Dependents, other than the Member's spouse, cannot have services under Trial Defense Services.
5. Help in matters relating to dissolution of marriage, civil union, domestic partnership, separation, annulment, child custody or other divorce or domestic related issues, to bankruptcy proceedings, including adversary proceedings, or to any other matters for which Services are provided under other provisions of this Contract.
6. Class actions, amicus curiae filings or interventions filed in which the Covered Person is a party or potential party.
7. Pre-existing Conditions. Pre-existing Conditions for Trial Defense Services are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even if the lawsuit was filed after such Effective Date.
8. Any matter where, in the Provider Law Firm's Professional Judgment, a claim, defense or legal position is not likely to prevail in court. While the suit may be excluded from Trial Defense Services, the Provider Law Firm may, at its discretion, help under the Preferred Member Discount for a possible resolution of the matter or other services deemed fitting.
9. Garnishment, attachment, collection, appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review and any arbitration, mediation, administrative proceedings, or other disputes, matters and actions outside a court of law and before a third party decision maker.

10. Counter claims where the Covered Person filed a lawsuit.

11. Any matter where a Covered Person is acting on behalf of, or representing, another party (for example: executor, administrator, guardian or trustee).

### **IRS AUDIT LEGAL SERVICES**

A. The Covered Person will receive up to 50 hours of services from the Provider Law Firm when he/she is notified in writing by the Internal Revenue Service (the "IRS") of an audit, investigation or examination of his/her tax return. These Services also include when the Covered Person is asked, in writing, to appear at the offices of the IRS in regard to his/her tax return.

B. Coverage for IRS Legal Services begins with any tax return due on April 15th of the same year as the Effective Date.

C. IRS Audit Legal Services shall be provided as follows:

1. Up to one hour of Services from the Provider Law Firm within the first 30 days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited, investigated or examined or when requested in writing to appear at the offices of the IRS in regard to his/her tax return.
2. Up to 2.5 hours beginning on the 31st day for representation at the audit and for negotiations, conferences, phone conversations with the attorney and settlement conferences following the audit but prior to a lawsuit.
3. Up to the balance of 46.5 hours in Trial Time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS. Trial Time is defined as Provider Law Firm time used in defense of a covered lawsuit. Trial Time starts with jury selection (in a jury trial) or opening statements (in a non-jury trial) and runs through the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

IRS Audit Legal Services Exclusions:

1. Garnishment, attachment or any other post judgment relief action.
2. Charges of tax fraud or income tax evasion.
3. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, or corporation returns, or portions thereof, that are included in the Covered Person's tax returns.
4. Pre-existing Condition(s) which, for IRS Audit Legal Services, includes any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date.
5. Audits, examinations, or investigations where a professional preparer or an IRS enrolled agent is making a defense are not available for IRS Audit Legal Services.
6. Requests by the IRS asking for more information to be given by mail or phone before written notice of an audit is received.

### **PREFERRED MEMBER DISCOUNT**

During the term of your Contract, a Covered Person may use the Provider Law Firm for personal legal matters that are not otherwise provided by this Contract. The Covered Person has the right to services at a 25% discount of the standard hourly rate. The Provider Law Firm will use its Professional Judgment in these matters and a separate Attorney-Client Contract will be signed. 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.

## GENERAL PROVISIONS

**All Services are a part of and are subject to all General Provisions of this Contract.**

- A. **Member:** The person executing this Contract, who shall be a natural person, who is named on the second page of this Contract.
- B. **Covered Person Shall Include:**
1. The Member.
  2. The Member's spouse. Spouse includes Domestic Partners, Civil Union Partners, Same-Sex Partners, or Opposite-Sex Partners. Civil Union Partner includes partners in legal relationships that may go by a different name but which provide substantially all of the rights and benefits of marriage. Domestic Partner includes partners in legal relationships that may go by a different name but which provide some, but not all of the rights and obligations of marriage.
  3. Any unmarried, dependent child of the Member, or Member's spouse, under 26 years of age who are permanent residents of the Member's household or full-time students. The term unmarried for the purpose of this Contract means persons who have never had a spouse, as defined in General Provision B. 2.
  4. Any child, under 18 years of age, for whom the Member or Member's spouse, is the legal guardian.
  5. Any dependent child, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions and is (i) unable to be employed; (ii) 51% or more financially dependent upon the Member or Member's spouse; and (iii) lives at home with the Member or Member's spouse. Documentation may be required by LegalShield or the Provider Law Firm before any legal services may be rendered.
  6. A dependent is the natural or adopted child of the Member, or Member's spouse, unless otherwise specified in this Contract.
- C. **Licensed Motor Vehicle:** A vehicle, except a Commercial Vehicle, which is properly licensed, insured, registered, inspected and with properly working equipment.
- D. **Contract:** Any reference to "Contract" herein refers to this legal service contract between the Company and the Member.
- E. **Availability of Services:** (i) For any matter involving both the Member and another Covered Person, only the Member may be entitled to Services (ii) Covered Person is entitled to the Services outlined in this Contract only to the extent such Services are available and permitted by the laws of the state having jurisdiction over the legal matter.
- F. **Entire Agreement:** This Contract represents the entire agreement between the Member and the Company.
- G. **Provider Law Firm:** The Provider Law Firm is a law firm that has contracted with the Company to provide the Services described in this Contract in the Member's main state of residence. This does not require all legal Services under the Contract to be performed by the Provider Law Firm. The Provider Law Firm or the Company may, under certain circumstances, refer matters to a referral attorney ("Referral Attorney"). The Provider Law Firm employs attorneys who are licensed, practicing attorneys who provide the Contract Services ("Provider Attorney"). Referral Attorney and Provider Attorney may also be collectively referred to in this Contract as the Provider Law Firm.
- H. **Geographical Area of Coverage:** This Contract only provides for legal Services in the United States, except where excluded, and does not include Services outside the United States or Services in other territories.

**I. Native American Legal Issues Exclusion:** Native American legal issues are excluded from Services. Such issues include any legal matters relative to the body of law dealing with the status of Indian Tribes, Native American citizens and their special status and relations with federal, state and tribal governments. This includes, but is not limited to, jurisdictional disputes, tribal and individual properties, royalties, conflicts with governmental powers and the Indian status of participants or subject matters as found in federal, tribal and/or state treaties, constitutions, statutes, regulations, case decisions, laws, ordinances, resolutions and administrative laws and decisions. This also excludes legal issues before federal, tribal and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges or officers.

**J. Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

**K. Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract. The Company will immediately cancel the Contract in the event of fraud. Should the Member cancel the Contract, either by giving notice or by non-payment of membership fees, the Eligibility Period shall terminate on the date the membership is no longer paid current to the Company.

**L. Membership Year:** Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one year thereafter, and each one year period thereafter.

**M. The Company:** In this Contract, the "Company" is Pre-Paid Legal Casualty, Inc. dba LegalShield.

**N. General Exclusions:** The following items are excluded from this Contract:

1. Any matter involving any Covered Person which arises as a result of business matters or interests (regardless of the form of the entity), including:
  - a. Ownership, management, or association with a business, partnership, corporate entity, or trust.
  - b. Any income producing property or venture regardless of the full-time or part-time nature.
2. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds and out-of-pocket expenses.
3. Any person or entity who starts or joins in a lawsuit against the Company or any of its subsidiaries or affiliates, or is named as a defendant or respondent in a lawsuit started by the Company or any of its subsidiaries or affiliates, shall be excluded from receiving any of the Services of this Contract, during the pendency of such lawsuit or until its outcome.
4. Any matter, issue, consultation, action, proceeding, or dispute between the Covered Person and the Provider Law Firm or the Covered Person and the Company.
5. This Contract does not cover any criminal or civil charge against the Member or Member's spouse in which the victim of the crime or a member of his/her immediate family or any corporation or partnership in which the victim has a substantial interest contributed to the plan on behalf of the Member.

**O. Attorney-Client Contract and Representation:** All Services which may require payment of any anticipated cost or payment of a retainer to the Provider Law Firm to cover reasonable anticipated legal services not covered by the Contract shall be subject to the terms of an Attorney-Client Contract. This Attorney-Client Contract is to be agreed upon by the Covered Person and the Provider Law Firm prior to the time services are rendered. All determinations of retainers and anticipated costs to be incurred shall be the sole discretion of the Provider Law Firm. When applicable, eligibility for receipt of Services under the Contract is contingent upon payment of such retainers and anticipated costs prior to commencement of legal representation. All services and legal representation will be limited to the Services available under this Contract and the Provider Law Firm has no duty or relationship beyond the specified Services.

**P. Attorney of Choice:** If the Covered Person wishes to secure the services of an attorney of his/her choice for any matter arising under this Contract, the Covered Person shall contact the Provider Law Firm prior to contacting the attorney of his/her choice. The Provider Law Firm and the Attorney of Choice shall enter into an agreement before services are rendered, such agreement setting forth the services available under this Contract and fees to be paid by the Provider Law Firm to the Attorney of Choice. If the Attorney

of Choice accepts such contract, the Covered Person will be responsible to the Attorney of Choice secured by the Covered Person for any charges other than those agreed to and paid by the Provider Law Firm to the Attorney of Choice.

If no agreement can be reached between the Covered Person's Attorney of Choice and the Provider Law Firm, and the Covered Person chooses to utilize the Attorney of Choice for the services available, the Attorney of Choice shall be entitled to \$85.00 per hour for the services provided herein, EXCEPT as follows:

1. Under Consultation Services, the Covered Person(s) may receive up to one-half hour of legal consultation and/or legal assistance at the rate of \$85.00 per hour on any personal legal problem, including, but not limited to, document review and follow up phone calls and/or letters to third parties. If further work is needed, the Covered Person will be directly responsible for payment of any additional charges from the Attorney of Choice.

The consultation and legal assistance service covers only personal legal problems. It will not pay attorney's fees on matters of corporate, business or commercial nature.

This section does not provide for a duplication of legal services previously billed relating to the same matter per membership in a 90-day period.

The Company shall provide payment or reimbursement for the preparation of a Last Will and Testament (Will) for the Member or Covered Person up to a maximum of \$100.00. Annual review of said Wills will be provided as a one-half hour consultation. If changes or modifications are necessary as a result of the review, the Company shall make payment or reimbursement of up to \$50.00 for such a change. Execution and storage of any Will shall be the sole responsibility of the Covered Person (Testator).

2. Under Motor Vehicle Related Services, defense of Moving Traffic Violation - up to a maximum of 1.5 hours at \$85.00 per hour for covered moving traffic violations; and, defense of the Charges of Manslaughter, Involuntary Manslaughter, Negligent Homicide or Vehicular Homicide - up to a maximum of 50 hours of pre-trial hours at \$85.00 per hour; and up to an additional 50 hours for actual trial time at \$85.00 per hour will be paid to the Attorney of Choice.

3. The Attorney of Choice shall submit invoices directly to the Company for payment by the Company of covered services rendered by the Attorney of Choice as indicated above.

**Q. Provider Law Firm's Professional Judgment:** The Company will in no way attempt to influence or affect the Provider Law Firm's independent professional judgments. The Provider Law Firm will make the decision whether to accept any case, including a contingency case, or whether to appeal any judgment or legal decision. The Provider Law Firm will select the defense, as permitted by law, to be used for any legal matter.

**R. Examination Right:** The Member shall have 10 days after delivery to review the Contract. If not satisfied for any reason, the Member may send written notice, to the Company or agent through whom it was purchased, cancelling the Contract. The paid fees will then be refunded. The Company will have 10 days from the receipt of the cancellation to void the Contract leaving both parties in the same position as if the Contract had not been issued.

**S. Cancellation of Contract:** The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Law Firm determines, in its professional and independent judgment, that the Member is unable, unwilling, or incapable of accepting or understanding legal advice and services. The Company shall give the Member a 30 day written notice of any such cancellation. This Contract will be cancelled immediately for fraud; provided that fraudulent statements made by the Member shall not void coverage or reduce services hereunder after the Contract has been in force for 2 years. The Member may cancel either by giving notice or by nonpayment of membership fees. The Company provides a 31 day Grace Period to remit payment of the member fees that become due and unpaid after the Effective Date. This Contract will continue during the Grace Period. This Contract will be terminated at the end of the Grace Period if the Member's fees remain unpaid. Termination will be effective at 12:01 am on the 32nd day following the due date for which the member's fees remain unpaid. The Member may cancel the Contract at any time by giving notice to the Company. The Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract. The refund amount will be calculated on a pro-rata basis over the period

of the Contract. Enrollment fees are considered earned when paid. They will not be refunded should the Member cancel this Contract. If the Company cancels the Contract, only events reported in writing to the Provider Law Firm during the Eligibility Period are covered.

**T. Settlement of Disputes:** All disputes or claims arising out of or related to the Contract between the Company and the Member shall be subject to nonbinding arbitration, according to the Commercial Arbitration Rules of the American Arbitration Association.

**U. Mutual Cooperation:** The Member and Company shall work together with the Provider Law Firm to provide effective legal services. At all times, the Member shall act with professionalism and mutual respect.

**V. Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company. Such a change must be endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract. No agent or sales associate may waive any of its provisions. A 30 day notice will be given should there be any change in this Contract.

**W. Reinstatement Procedure:** The Covered Person may reapply for reinstatement of this Contract after cancellation. The Company, at its option, may reinstate this Contract upon receipt of request and payment by the Covered Person of the membership fee, without change in the services of the Contract before cancellation. Upon approval by the Company of such request and receipt of the membership fee the Contract will be reinstated. The Company will notify the applicant in writing within 45 days of denial of reinstatement. Services are not available for any act or occurrence during the lapse period.

**X. Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Member will be given a 30 day written notice at the Member's address according to the records of the Company.

**Y. Divorce:** Should a divorce occur, the Covered Spouse shall be entitled to apply for separate coverage. A Contract with the same services and same effective date as the former spouse's contract will be issued with no interruption of coverage provided the Covered Spouse applies within 31 days following the date that coverage under this Contract terminated and pays the membership fee.

**Z. Severability:** In the event that any provision of this Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of the Contract will remain in full force and effect.

**AA. Release of Information:** In order to provide customer service, any Covered Person with a concern about a Provider Attorney authorizes the Provider Law Firm to share with the Company any and all communications between the Covered Person and the Provider Attorney. All Covered Persons acknowledge personal information is electronically stored. A Covered Person should contact Member Services at the number listed on their Membership Card with any complaint or concern. A written release may be required for the Provider Law Firm to respond to a complaint.

**BB. Adequate and Timely Notice:** The Covered Person must send the Provider Law Firm adequate facts and required documents and authorizations in a timely manner to receive services. This includes reporting a traffic violation to the Provider Law Firm within 5 days of receiving the notice of the violation. A Trial Defense matter must be reported to the Provider Law Firm within 10 days of receiving first notice of the matter. Failure to timely submit adequate documents and facts to the Provider Law Firm shall render any obligation of the Provider Law Firm to enter an appearance in the matter, or to provide any other services, null and void.



Jeff Bell  
Chief Executive Officer  
Pre-Paid Legal Services, Inc.