



**Dear Member:**

In consideration of payment of the membership fee and abiding by the terms and conditions of this Contract and any attached endorsements, the Covered Person will receive the herein contained benefits. Such benefits will be provided by attorneys designated by the Company, who are duly licensed, practicing attorneys (referred to as the Provider Attorney). This Contract only covers legal matters within the state of the Named Member's primary residence, EXCEPT the Provider Attorney will secure and pay for the services of an attorney licensed to practice law in the jurisdiction in which the Covered Person's problem arises and whereby the Covered Person will receive needed services which will be rendered pursuant to the terms of this Contract. Should the Named Member move to another state, the Company, at its option, may transfer the Named Member's Contract to one available in that state.

**TITLE I: LEGAL CONSULTATION AND LEGAL ASSISTANCE SERVICES**

A. The Covered Person may receive toll-free telephone consultations on unlimited legal matters, personal and/or business, to the extent that the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally, if, in the Provider Attorney's Professional Judgment, the legal matter cannot be adequately addressed during the telephone consultation, the Provider Attorney will provide up to one (1) hour of legal research concerning the matter at no additional charge. These toll-free telephone consultations shall be limited to a total of fifty (50) hours per Membership Year. For this consultation and advice, the Covered Person may call the appropriate telephone number listed on the membership card during regular office hours, except on holidays.

B. If the consulting Provider Attorney, in his/her Professional Judgment, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then in that event, the first such letter or telephone call for each non-related personal legal subject matter per Membership Year will be written or made on behalf of the Covered Person at no additional charge. The Covered Person is also entitled to a maximum of two (2) such letters or phone calls per Membership Year on business legal matters with no more than one (1) per subject matter. Any additional telephone calls or letters from the Provider Attorney after the first one (1) per subject per Membership Year will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's standard rate.

C. After consultation, the Covered Person may have reviewed by the Provider Attorney at no additional charge, up to five (5) personal legal documents of ten (10) pages or less per year in which the Covered

**OFFERED BY:  
PRE-PAID LEGAL SERVICES, INC.  
ONE PRE-PAID WAY - P.O. BOX 145  
ADA, OKLAHOMA 74820  
1-800-654-7577**

Person is a contracting party. Additionally, the Covered Person may have reviewed one (1) business legal document of ten (10) pages or less, per Membership Year, in which the Covered Person is signing on behalf of the business owned by the Covered Person. The Covered Person shall mail a copy of the document to be reviewed, retaining the original, together with his/her telephone number, to the Provider Attorney. The Provider Attorney will review the copy and thereafter advise the Covered Person by telephone.

D. The Named Member is entitled to have his/her Last Will and Testament prepared according to his/her testamentary desires and needs, at no additional charge, by the Provider Attorney. Any other Covered Person shall be entitled to have his/her Last Will and Testament prepared according to his/her testamentary desires and needs, upon the advance payment to the Provider Attorney of Twenty Dollars (\$20) for each Last Will and Testament. Any Covered Person desiring a Last Will and Testament should complete a copy of the attached Will Questionnaire, and return it by mail to the Provider Attorney. Execution and storage of any Last Will and Testament shall be the sole responsibility of the Named Member or Covered Person (Testator).

E. The Named Member shall be entitled once during each Membership Year, at no additional charge, to have the Provider Attorney review his/her Last Will and Testament to make any changes thereto which are necessary at that time to continue to satisfy the testamentary desires and needs of the Named Member. Any other Covered Person shall be entitled to an annual review of his/her Last Will and Testament with the Provider Attorney at no additional charge, but if any changes are required or necessary, they shall be done only after the Covered Person has paid the sum of Twenty Dollars (\$20) per Last Will and Testament to the Provider Attorney. The Named Member and Covered Person have the sole responsibility to initiate the annual review, and such review rights do not accrue from year to year.

F. Once a Covered Person has been determined to be entitled to benefits under any other Title of this Contract, the Covered Person shall communicate only with the specific attorney or attorneys handling those benefits rather than utilizing the benefits under this Title for that legal matter. This limitation is provided to facilitate the most effective representation of the Covered Person.

## **TITLE II: MOTOR VEHICLE RELATED BENEFITS**

The benefits under Title II are available fifteen (15) days after the Effective Date of this Contract. Any matter arising or reasonably anticipated or foreseeable prior to the expiration of the fifteen (15) day waiting period shall be considered a Pre-existing Condition and will not be covered.

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the owner of said vehicle, shall have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following services from the Provider Attorney, in the court of original jurisdiction.

- A. Defense of all moving traffic violations during the Membership Year.
- 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 two and one-half (2-1/2) hours of attorney time at no additional charge 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 Department of Public Safety or the Department of Motor Vehicles 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.

3. When legal assistance is needed to reinstate or maintain a driver's license because of medical reasons.

D. The Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit, to collect all personal injury and property damage claims of \$2,000.00 or less for personal injuries or property damages received as a result of the Covered Person driving, riding in, or being struck by any motor vehicle or boat. Such assistance is limited to two and one-half (2-1/2) hours of attorney time per claim.

**E. Exclusions:**

1. Pre-existing Conditions as defined in the General Provisions 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, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.
3. Any claim or defense which, in the opinion of the Provider Attorney, appears to be frivolous or groundless.
4. Any traffic tickets received while driving a commercial vehicle with more than two (2) axles will be excluded under this benefit.
5. Hit and Run related charges, leaving the scene of an accident or similar charges.
6. Charges where the Covered Person is driving without a valid operator's license.

**TITLE III: TRIAL DEFENSE BENEFIT**

A. If the Named Member or Named Member's spouse is the named defendant in a covered civil action or in a covered criminal action as defined herein, filed in a state or federal district court, the Provider Attorney will provide benefits according to the following schedule. For the specified Covered Person to receive benefits under this Title, the criminal action must be one which arises as a result of the Covered Person's conduct within the scope of his or her legal employment.

B. During the first Membership Year, the benefits under this Title shall be limited to the provision of a total of sixty (60) hours of attorney time. Of that total of sixty (60) hours, a maximum of two and one-half (2-1/2) hours will be provided at no additional charge for any and all legal services rendered in defense of the covered lawsuit prior to its actual trial, such as conferences with associated parties and their attorneys or agents, telephone conversations or other efforts to settle cases, pre-trial conferences, settlement conferences prior to trial, court appearances, interrogatories, depositions, briefs and pleadings.

Total benefits provided under the Trial Defense Benefit shall not exceed the annual aggregate per membership amount of sixty (60) hours the first Membership Year.

C. In each subsequent Membership Year, the benefits under this Title increase as follows:

1. Second Membership Year: Up to a total of 120 hours of trial time at no additional charge, which includes 3 hours of pre-trial time at no additional charge.
2. Third Membership Year: Up to a total of 180 hours of trial time at no additional charge, which includes 3-1/2 hours of pre-trial time at no additional charge.
3. Fourth Membership Year: Up to a total of 240 hours of trial time at no additional charge, which includes 4 hours of pre-trial time at no additional charge.

4. Fifth Membership Year: Up to a total of 300 hours of trial time at no additional charge, which includes 4-1/2 hours of pre-trial time at no additional charge.

**D. Exclusions:**

1. This Title does not cover defense of claims or charges relating to alcohol, drugs, substance abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, Hit and Run charges or leaving the scene of an accident.
2. This Title does not cover any criminal or civil charge against the Covered Person which arises as a result of the ownership, management, or association with a business, partnership, or corporation. This does not exclude lawsuits filed as a result of the Covered Person's direct action necessary to employment, ownership, or association. Example: A suit filed against a store owner who removed an irate customer disturbing the normal flow of business would be covered.
3. This Title provides benefits for only the Named Member and Named Member's spouse permanently residing with Named Member. Dependents are not covered by this Trial Defense Benefit.
4. This Title does not provide for assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related matters, to bankruptcy proceedings, or any other matters for which benefits are provided under Titles II and IV of this Contract.
5. Class actions, amicus curiae filings, or interventions in which the Covered Person is a party or potential party are excluded.
6. Pre-existing Conditions are excluded under this Title. Pre-existing Conditions for Title III are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was not filed until after such date.
7. Any claim, defense, or legal position which, in the opinion of the Provider Attorney, will not prevail in court.
8. Any claim or defense which, in the opinion of the Provider Attorney, appears to be frivolous or groundless.
9. Any civil or criminal charge against the Covered Person while driving a commercial vehicle with more than two (2) axles will be excluded under this Title.
10. This Title does not cover garnishment, attachment, or any other post judgment relief action. The Provider Attorney will provide services in accordance with the Contract up to the point of final judgment by the court of record.

**TITLE IV: IRS AUDIT LEGAL SERVICES**

A. The Covered Person will receive up to fifty (50) hours of professional services at no additional charge from the Provider Attorney when he/she is notified in writing by the Internal Revenue Service (IRS) of an audit of his/her tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage begins with the return due on April 15th of the year this Contract is effective.

C. Benefits to be provided as follows:

1. Up to one (1) hour of professional services from the Provider Attorney within the first thirty (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 or when requested in writing to appear at the offices of the IRS concerning his/her tax return.

2. Up to two and one-half (2-1/2) hours beginning on the thirty-first (31) day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and/or professionals, and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of forty-six and one-half (46-1/2) hours in professional 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.

**D. Exclusions:**

1. Garnishment, attachment or any other post judgment relief action.
2. Class actions or interventions or amicus curiae filings.
3. Charges of tax fraud or income tax evasion.
4. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.
5. Pre-existing Condition(s) which is any event, investigation or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date of this Contract.
6. Services rendered by an enrolled agent are not coverable.
7. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

**TITLE V: ALL OTHER LEGAL WORK**

The Covered Person will receive all other legal work at a twenty-five percent (25%) discount from the Provider Attorney's standard rate.

**GENERAL PROVISIONS**

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

**A. Named Member:** The person executing this Contract, who shall be a natural person, is the "Named Member."

**B. Covered Person Shall Include:**

1. The Named Member.
2. The Named Member's spouse.
3. Any unmarried dependent children of the Named Member, or Named Member's spouse, under 21 years of age who are permanent residents of the Named Member's household. The term unmarried for the purpose of this Contract is defined as persons who have never been married.
4. Any child under 18 years of age for whom the Named Member, or the Named Member's spouse, is the legal guardian.

5. Any unmarried dependent children of the Named Member, or Named Member's spouse, under 23 years of age who are full-time students.

6. Any dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability and is chiefly dependent upon the Named Member, or Named Member's spouse, for support.

7. The term dependent for the purpose of this Contract is defined as the natural or adopted child of the Named Member or Named Member's spouse unless otherwise specified in this Contract.

**C. Licensed Motor Vehicle:** Any properly licensed and insured motor vehicle, except commercial vehicles with more than two (2) axles.

**D. Contract:** Any reference to "Contract" herein refers to this legal service Contract between the Company and the Named Member.

**E. Entire Agreement:** This Contract represents the entire agreement between the Named Member and the Company.

**F. Provider Attorney:** The Provider Attorney is defined as a law firm designated by the Company to provide the benefits described in this Contract.

**G. Territory:** This Contract provides services within the United States.

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

**I. Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Named Member cancel the Contract, either in writing 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.

**J. 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 (1) year thereafter, and each one (1) year period thereafter while this Contract is in force.

**K. The Company:** Any reference to the "Company" in this Contract refers to Pre-Paid Legal Services, Inc., dba LegalShield.

**L. Pre-existing Conditions:** Pre-existing Conditions under the terms of this Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's enrollment. Pre-existing Conditions are also defined as those acts which give rise to the issuance of a citation for a moving violation and which are alleged to have occurred prior to fifteen (15) days after the Effective Date of the Contract, even though the citation might not be issued until after fifteen (15) days following the Effective Date of the membership.

**M. Exclusions:** All acts or omissions otherwise giving rise to coverage if such acts or omissions were performed in the commission of any crime under any municipal ordinance or state or federal statute, except as otherwise specifically provided for and covered under Titles II and III of this Contract. This Exclusion does not apply to legal services provided under Titles I or V of this Contract.

**N. Specific Exclusions:** The following items are specifically excluded and shall not be interpreted as included benefits:

1. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, any out-of-pocket expense, and any matter which the Provider Attorney determines is raised an inordinate or unreasonable number of times without substantial change of circumstances.

2. Any person or entity who initiates or participates in a lawsuit against Pre-Paid Legal Services, Inc. or any of its subsidiaries, or is named as a defendant or respondent in a lawsuit initiated by Pre-Paid Legal Services, Inc., or any of its subsidiaries, shall be specifically excluded from receiving any of the benefits under any Title of this Contract, during the pendency of such lawsuit or until its resolution.

3. Any action, proceeding, or dispute between the Covered Person and the Provider Attorney.

**O. Attorney-Client Contract:** All benefits provided under any Title herein, except Title I, shall be subject to the terms of an Attorney-Client Contract to be executed by the Covered Person prior to the time services are rendered, which contract shall require payment of anticipated cost and payment of a retainer to the Provider Attorney to cover reasonably anticipated legal services not covered by this Contract. All determinations of retainers and anticipated costs to be incurred shall be made in the sole discretion of the Provider Attorney, and eligibility for receipt of benefits hereunder is contingent upon payment of same prior to commencement of legal representation by the Provider Attorney.

**P. Provider Attorney's Professional Judgment:** It is within the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any Title of this Contract present a frivolous or otherwise unmeritorious claim or defense including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments regarding presentation of same. The Company will in no way influence or attempt to affect the rendering of professional services of the Provider Attorney, that prerogative being reserved by the Provider Attorney.

**Q. Cancellation of Contract:** The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Attorney determines, in its professional and independent judgment, that the Named Member is unable, unwilling, or incapable of accepting or understanding legal advice and services. The Company shall notify the Named Member in writing of any such cancellation. All benefits will automatically terminate at the end of the Eligibility Period. The Named Member may cancel the Contract at any time by giving written notice to the Company. Upon written request, the Named Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Named Member. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney during the Eligibility Period are covered.

**R. Settlement of Disputes:** All disputes or claims relating to the Company, this Contract, any Company products or services or any claims or causes of action between the Covered Person and the Company, and any of the Company's officers, directors, employees or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection. If the Covered Person files a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, the Covered Person may do so only on an individual basis and not with any other member or as part of a class action. In the event that a 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.

**S. Application:** No statement made by the Named Member in his/her application for this Contract shall void this Contract or be used in any legal proceeding hereunder unless the application or an exact copy thereof is attached to this Contract.

**T. Duplication of Coverage:** A Covered Person may not secure services from the Provider Attorney for the same matter under more than one (1) Company Contract, no matter how many such contracts the Covered Person owns.

**U. Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and unless such change is endorsed on or attached to the Contract. No agent or sales associate

has authority to change the Contract or to waive any of its provisions. A thirty (30) day notice will be given should there be any change in this Contract.

V. **Reinstatement Procedure:** The Covered Person may reapply for this Contract after cancellation. The Company, at its option, may reinstate this Contract upon payment by the Covered Person of the appropriate fee, without change in the Contract. Benefits are not available for any act or occurrence during the lapse period.

W. **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 Named Member will be given a thirty (30) day written notice at the Named Member's address according to the records of the Company.



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

SAMPLE



This Addendum is to be attached to and form a part of your legal plan membership. In addition to the services covered by the aforementioned legal plan, members shall be entitled to the benefits set forth in this Addendum as follows:

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney in the event of the following:

1. The Covered Person is detained 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 capacity 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 accident that results in bodily harm or physical injury to the Covered Person.
4. The Covered Person is served with a warrant.

#### **ADDITIONAL PROVISIONS**

**A.** This Addendum is subject to the General Provisions of the aforementioned legal plan.

**B.** As used herein, a "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or private security personnel in the course of such person's employment.

**C.** As used herein, "detention" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer, official government representative as defined above or private security personnel in the course of such person's employment, and may include the presentation of any warrant, or questioning by officials.

**D.** These benefits are available subject to the following exclusions:

1. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.
2. Assistance in making, posting, or obtaining bond, bail, or other security required for release.
3. Detention or arrest arising from alleged domestic violence, child abuse, sexual abuse or misconduct, or alleged stalking.

**E.** The telephone access provided in this Addendum is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.

**PRE-PAID LEGAL SERVICES, INC.**