

# PRE-PAID LEGAL CASUALTY, INC., LegalShield

Toll Free 800-654-7757

## MASSACHUSETTS ESSENTIALS FAMILY LEGAL PLAN LSMAESS(02/22)

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PRE-PAID LEGAL CASUALTY, INC.  
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ADA, OKLAHOMA 74820  
1-800-654-7757

# PRE-PAID LEGAL CASUALTY, INC., LegalShield

## ESSENTIALS FAMILY LEGAL PLAN CERTIFICATE

### Dear Member:

Covered Persons will receive the Services as outlined in this Contract. This is in return for payment of the membership fee (plus tax) and compliance with this Contract. The Services will be provided by lawyers in your home state that are chosen by the Company. For legal matters that arise within the United States and outside your home state, you may be assigned a lawyer in the appropriate state.

Your annual premium is: \$

### SECTION I – DEFINITIONS

- A. **Commercial Vehicle.** A Commercial Vehicle is any motor vehicle being driven by a Covered Person for commercial or income-producing purposes.
- B. **Company.** Shall refer to Pre-Paid Legal Casualty, Inc., dba LegalShield.
- C. **Contract.** This legal service contract between the Company and the Member. This includes any endorsements or supplements which may be added to this Contract.
- D. **Covered Person.** Shall include:
  - 1. The Member.
  - 2. The Member's Spouse.
  - 3. Never married Dependents under 26 years of age who are permanent residents of the Member's household or full-time students.
  - 4. Children under 18 years of age for whom the Member, or the Member's Spouse, is the legal guardian.
  - 5. Any Dependent, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions and is:
    - a. unable to be employed.
    - b. 51% or more financially dependent upon the Member or Member's Spouse; and
    - c. lives at home with the Member or Member's Spouse.

Proof may be required by the Company or the Provider Law Firm before legal services may be given.

- E. **Consumer Credit Issue.** Credit issues of a personal nature relating directly to the Covered Person. This includes, but is not limited to, credit reporting matters and debt issues.
- F. **Dependent.** The natural or adopted child of the Member.
- G. **Detained.** Being restrained, searched, or deprived of instant freedom by a Law Enforcement Officer.
- H. **Effective Date.** Effective Date is the inception date of the Contract.
- I. **Eligibility Period.** The period that starts on the Effective Date of the Contract. It ends on the date the Contract is terminated, cancelled, nonrenewed, or expires.

- J. **Law Enforcement Officer.** Any agent of any federal, state, or local law enforcement agency acting in their course of employment. This includes any private security personnel acting in the course of his or her employment.
- K. **Licensed Motor Vehicle.** A vehicle which is properly licensed and insured. The vehicle must be registered and inspected. The vehicle's equipment must work properly. A Commercial Vehicle is not included.
- L. **Member.** The person to whom this Contract is issued. They must be a natural person. The Member must be a citizen or legal resident of the country in which this Contract is issued.
- M. **Member's Spouse.** The legal spouse or the domestic partner of the Member.
- N. **Membership Year.** The period starting on the Effective Date of the Contract and ending one year after.
- O. **Pre-existing Events for IRS Audit Legal Services.** An inquiry, review, or notice from the IRS that was started or sent prior to the Effective Date.
- P. **Pre-existing Events for Motor Vehicle Related Services.** An act or event which results in a citation, ticket, or the filing of a criminal charge. The date of the act or event must be prior to the Effective Date of this Contract.
- Q. **Pre-existing Events for Trial Defense Services.** Act or event which results in the filing of a civil action. The date of the act or event must be prior to the Effective Date of this Contract.
- R. **Pre-Trial Time.** Provider Law Firm time rendered prior to the date of jury selection, or prior to the date of opening statements if a non-jury trial.
- S. **Provider Law Firm.** The Provider Law Firm is a lawyer or law firm who has contracted with the Company to provide the Services in this Contract in the Member's state of residence. The Provider Law Firm or the Company may refer matters to a referral lawyer (a "**Referral Law Firm**"). The term Provider Law Firm shall include any Referral Law Firm.
- T. **Services.** The legal services in **Section II – Schedule of Services**, unless excluded by this Contract.
- U. **Standard Hourly Rate.** The hourly rate charged by the Provider Law Firm to non-Covered Persons for a certain legal service.
- V. **Trial Time.** Provider Law Firm time starting with the date of jury selection, or the date of opening statements if a non-jury trial. The time ends on the date of the verdict, bench decision or other conclusion.
- W. **Uncontested Adoption.** An adoption where all parties have agreed in writing to the adoption. All consents must be obtained before filing. The adoption must be unchallenged.
- X. **Uncontested Divorce.** A divorce where legal counsel does not represent the Member or the Member's Spouse. Both parties must agree on all terms in writing without help from the Provider Law Firm. The net marital assets must be less than \$500,000.
- Y. **Uncontested Legal Separation or Uncontested Civil Annulment.** A separation or annulment where legal counsel does not represent the Member or the Member's Spouse. Both parties must agree on all issues in writing without help from the Provider Law Firm.
- Z. **Uncontested Name Change.** A name change where all consents are obtained before filing. The name change must be uncontested.

## SECTION II – SCHEDULE OF SERVICES

These Services will be provided by the Provider Law Firm.

### CONSULTATION SERVICES

- A. Phone Calls. A Covered Person may receive toll-free phone calls for an unlimited number of personal legal matters. Phone calls are available to the extent the Provider Law Firm deems it necessary to adequately advise the Covered Person on the personal legal matter. The Provider Law Firm may provide up to one hour of legal research concerning the matter.
- B. Letter or Phone Call. If the Provider Law Firm determines from the phone call with the Covered Person that either a phone call or a letter would be of aid to the Covered Person, then the letter or phone call will be provided. Only one letter or phone call will be provided for each unrelated personal legal matter.

### DOCUMENT REVIEW SERVICES

Document Review. After consultation, the Covered Person may send for review one personal legal document of 15 pages or less. The Covered Person must also be a contracting party. The Covered Person must send only a copy of the document to be reviewed. The Covered Person should keep all originals of the document. The Provider Law Firm will review the copy and advise the Covered Person by phone call. Advice is provided on any areas of concern, the legal implications of those provisions and their compliance with state and federal law.

#### Document Review Services Exclusions:

1. Documents in ongoing court proceedings or lawsuits are not covered. Examples of documents that are not covered include, but are not limited to, petitions, complaints, and requests or motions for court determination.
2. Revisions or amendments to, or negotiations of, the documents reviewed by the Provider Law Firm are not covered.
3. Any matter for which Services are provided under other provisions of this Contract are not covered.

### ESTATE PLANNING SERVICES

- A. Last Will & Testament (“Will”). A Covered Person has the right to (i) have a Will prepared by the Provider Law Firm, or (ii) have a review of, and amendment to, an existing Will by the Provider Law Firm. The Covered Person desiring a Will must provide all requested information to complete the Will. The Will may include a codicil or amendment. The Will may include the creation of a testamentary children's trust.
- B. Durable Power of Attorney. A Covered Person has the right to (i) have a Durable Power of Attorney prepared by the Provider Law Firm or (ii) have a review of, and amendment to, an existing Durable Power of Attorney by the Provider Law Firm.
- C. Physician's Directive/Living Will. A Covered Person has the right to (i) have a Physician's Directive/Living Will prepared by the Provider or (ii) have a review of, and amendment to, an existing Physician's Directive/Living Will by the Provider Law Firm.

The Covered Person has the right to each of these Services once per Membership Year. Execution and storage of the above forms shall be the responsibility of the Covered Person.

#### Estate Planning Services Exclusions:

1. Provisions in the Will regarding planning for estate taxes, distribution of any assets outside of the United States and trusts (except for a Section A testamentary children's trust) are not covered.

## RESIDENTIAL LOAN DOCUMENT SERVICES

- A. The Provider Law Firm will prepare all residential loan documents required by law, or by a lending institution, for a Member or the Member's Spouse for the purchase of their primary residence once per Membership Year. All information needed for the preparation of the loan documents must be received by the Provider Law Firm at least five business days prior to the closing date.
- B. Any documents prepared by a seller, lender, or a third party will be reviewed prior to closing if the documents are received by the Provider Law Firm at least five business days prior to the closing date. This review is only once per Membership Year.

### Residential Loan Document Services Exclusions:

- 1. This Service does not include a review of the abstract, the preparation of a title opinion, or the Provider Law Firm's attendance at closing.

## FAMILY & DOMESTIC RELATED SERVICES

- A. Uncontested Legal Separation or Uncontested Civil Annulment. The Member has the right to obtain an Uncontested Legal Separation or Uncontested Civil Annulment if allowed in the Member's state of residence.

If an Uncontested Legal Separation or Uncontested Civil Annulment becomes contested, any further Services will be provided at a 25% discount to the Standard Hourly Rate.

- B. Uncontested Divorce. The Member has the right to obtain an Uncontested Divorce. If a court or third party changes or denies any terms already agreed to by the Member and the Member's Spouse, the divorce is deemed contested. Further Services will be provided at a 25% discount to the Standard Hourly Rate unless both parties agree to the changes.

If the Provider Law Firm determines an uncontested divorce becomes contested, further Services will be provided at a 25% discount to the Standard Hourly Rate.

- C. Uncontested Adoption. A Covered Person has the right to obtain an uncontested adoption. If an Uncontested Adoption becomes contested, further Services will be provided at a 25% discount to the Standard Hourly Rate.

- D. Uncontested Name Change. A Covered Person has the right to obtain an uncontested name change. This includes preparation and attendance at the initial hearing to obtain the change in name. Preparation of any required notices and/or any official documentation, such as fingerprints and/or background checks will be provided at a 25% discount to the Standard Hourly Rate.

### Family and Domestic Related Services Exclusions:

- 1. These Services will not be provided until the Contract has been active for at least 90 consecutive days.
- 2. These Services will not be provided for proceedings that commenced prior to the Effective Date.
- 3. Division of retirement benefits calculations or determination of a Qualified Domestic Relations Order are not covered.
- 4. Preparation and filing of documents affecting the property ownership or encumbrances on property are not covered.

## MOTOR VEHICLE RELATED SERVICES

- A. Defense of Violations. A Covered Person has the right to receive a defense from the Provider Law Firm when the Covered Person is issued a moving traffic violation while driving a Licensed Motor Vehicle. The Covered Person must have been driving with the permission of the owner,

- B. Defense of Criminal Charges. A Covered Person has the right to receive a defense from the Provider Law Firm when the Covered Person is charged with manslaughter, involuntary manslaughter, negligent homicide, or vehicular homicide arising from the use of a Licensed Motor Vehicle. The Covered Person must have been driving with the permission of the owner.
- C. Reinstatement. A Covered Person has the right to legal help with any appeal available pursuant to applicable law when the Covered Person has been denied a driver's license or their driver's license has been cancelled, suspended, or revoked.
- D. Maintenance. A Covered Person has the right to legal help with maintaining their driver's license.
- E. Property Damage Claim. A Covered Person has the right to legal help to collect for property damage incurred when the Covered Person was a driver of or a passenger in or was struck by a motor vehicle.

**Motor Vehicle Related Services Exclusions:**

1. Services listed in paragraph C, D, and E are limited to 2.5 hours of Provider Law Firm time per occurrence.
2. Services in paragraph E do not include help with the filing of or representation in any lawsuit.
3. Services in paragraph E are limited to property damage that is less than \$5,000.
4. Traffic tickets must be sent to the Provider Law Firm at least five working days prior to the appearance date, to receive Services.
5. Pre-existing Events for this Service are not covered.
6. Matters 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, are not covered.
7. Matters where, in the Professional Judgment of the Provider Law Firm, a claim, defense, or legal position cannot prevail in court are not covered. This includes matters that are considered frivolous, groundless or without merit.
8. Matters involving a Commercial Vehicle are not covered.
9. Hit-and-run related charges, leaving the scene of an accident or similar charges are not covered.
10. Matters involving criminal charges, except for those in paragraph B above, are not covered.
11. Matters, tickets, or violations which do not adversely impact the Covered Person's driving record or motor vehicle record are not covered.
12. Matters involving charges that a Covered Person is driving without a valid operator's license, required insurance or proper registration are not covered. Matters involving vehicle inspections or improperly working equipment are not covered.
13. These Services may only be used in the court of original jurisdiction. Any appeal or any other post judgment relief action is not covered.

**TRIAL DEFENSE SERVICES**

A Member and the Member's Spouse have the right to receive a defense, if the Member and/or Member's Spouse is named as a defendant in a civil action filed in a state trial level court or a federal district court. This Service is subject to the schedule below,

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.

**Trial Defense Services Exclusions:**

1. Trial Defense Services for any criminal charge are not covered.
2. Trial Time is limited to 8 hours per day. It includes Provider Law Firm time in and out of the courtroom.
3. The hours are available to use on all civil actions filed during a Membership Year. If more than one civil action is filed against a Member and/or the Member's Spouse in a Membership Year, the unused hours remaining at the conclusion of each civil action may be used for any later civil action. Hours that are not used during the Membership Year expire. Hours do not roll over to any later Membership Year. The Member must continue their membership while any civil action is pending to receive Services.
4. The hours in the schedule above are only available for consecutive years of membership.
5. Civil actions for IRS or bankruptcy proceedings, including adversary proceedings are not covered.
6. Civil actions for dissolution of marriage, separation, annulment, child custody, or other divorce or domestic related issues are not covered.
7. Civil actions related to garnishment, attachment, collection, appeal, or any other post judgment relief action are not covered. Any matters that must be filed in a different court for review are not covered.
8. Civil actions containing allegations of dependency on, or abuse of, alcohol, drugs, chemicals, or the use of medicines (whether prescribed or not) are not covered. Civil actions involving hit-and-run or leaving the scene of an accident, are not covered.
9. Any dispute resolution process is not covered. This includes but is not limited to arbitrations, mediations, administrative proceedings, or other process that is outside a court of law and before a third-party decision maker.
10. Counterclaims where the Member or Member's Spouse started the civil action are not covered.
11. Class actions, amicus curiae filings, or interventions filed are not covered. The 25% Discount to the Standard Hourly Rate may not be used for these matters.
12. Civil actions where a Member or the Member's Spouse is acting on behalf of or representing another party (for example: executor, administrator, guardian, or trustee) are not covered.
13. Pre-existing Conditions for this Service are not covered.
14. Civil actions where, in the Professional Judgment of the Provider Law Firm, a claim, defense, or legal position is not likely to prevail in court, are not covered. These actions may use the 25% Discount to the Standard Hourly Rate.

15. Hours available are limited to the schedule above for the Member and the Members spouse combined.

## **IRS AUDIT RELATED LEGAL SERVICES**

A. A Covered Person has the right to the Services outlined below from the Provider Law Firm if the Covered Person is notified by the offices of the Internal Revenue Service (the "IRS") of an audit, investigation, or examination of their personal tax return. If the Covered Person, is asked to appear at the office of the IRS he or she may use the below Services.

1. Advice, Audit Representation and Pre-Trial Negotiation. A Covered Person has the right to 3.5 hours of Pre-Trial Time from the Provider Law Firm for advice, audit representation, and pre-trial negotiation if the Covered Person is notified by the IRS of an audit, investigation, or examination of their personal tax return or is asked to appear at the offices of the IRS.
2. Trial Time. A Covered Person has the right to 46.5 hours of Trial Time. Trial Time only applies when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

### **IRS Audit Related Legal Services Exclusions:**

1. Trial Time is limited to up to 8 hours per day. It includes Provider Law Firm time in and out of the courtroom.
2. Hours for Service are limited to a total of 50 hours per Membership Year for all Covered Persons.
3. IRS Legal Services are only available for the tax return originally due on April 15th of the same year as the Effective Date.
4. The hours included are available to use in response to any notification received during the Membership Year. If more than one notification is received by a Covered Person in a Membership Year, the unused hours remaining at the conclusion of each matter may be used for any later notification. Hours that are not used during the Membership Year expire. Hours do not roll over to any later Membership Year.
5. IRS actions related to garnishment, attachment, or any other post judgment relief action are not covered.
6. IRS actions or charges of tax fraud or income tax evasion are not covered.
7. Matters related to trust returns, business and/or corporate tax returns or payroll and information returns are not covered. Matters involving or related to business related income, or matters related thereto, that are included in the Covered Person's personal tax return, are not covered.
8. Pre-existing Events for this Service are not covered.
9. IRS actions where representation is available from a professional preparer, or an IRS enrolled agent are not covered.
10. Requests by the IRS asking for more information to be supplied by mail or phone before written notification of an audit, investigation, or examination is received are not covered.
11. Any matter for which Services are provided under other sections of this Contract are not covered.
12. The Member must continue their membership while any IRS action is pending to receive Services.
13. Services related to any IRS notification that is sent to the Provider Law Firm more than 30 days after receipt by the Covered Person, are not covered.



## CONSUMER CREDIT SERVICES

- A. Phone Calls. A Covered Person may receive toll-free phone call for an unlimited number of Consumer Credit Issues. Phone calls are available to the extent the Provider Law Firm deems it necessary to adequately advise the Covered Person on the Consumer Credit Issue. The Provider Law Firm may provide up to one hour of legal research concerning the matter.
- B. Letter or Phone Call. If the Provider Law Firm determines from the phone call with the Covered Person that either a phone call or a letter would be of aid to the Covered Person regarding the Consumer Credit Issue, then the letter or phone call will be provided. Only one letter or phone call will be provided for each unrelated Consumer Credit Issue.
- C. Document Review. After consultation, the Covered Person may send for review one document of 15 pages or less relating to the Consumer Credit Issue that was the subject of the consultation. The Covered Person must send only a copy (Covered Person should keep all originals) of the document to be reviewed. The Provider Law Firm will review the copy and advise the Covered Person by phone call on any areas of concern, the legal implications of the provisions of the document and their compliance with state and federal law.

### Consumer Credit Services Exclusions:

- 1. Documents in ongoing court proceedings or lawsuits are not covered. Examples include, but are not limited to petitions, complaints, and requests or motions for court determination.
- 2. Revisions or amendments to, or negotiations of, the documents reviewed by the Provider Law Firm are not covered.

## 25% DISCOUNT

A Covered Person has the right to receive a 25% discount to the Standard Hourly Rate for personal legal services that are not part of this Contract. The 25% discount is for use during the Eligibility Period unless this Contract states that it is not available. The 25% discount may not be used for contingency fee matters or flat fee arrangements.

## 24/7 EMERGENCY ACCESS

A Covered Person may receive toll-free phone access to the Provider Law Firm 24-hours per day. The Covered Person must call this number 1-877-825-3797 to consult with the Provider Law Firm only when:

- A. The Covered Person is Detained or questioned by a Law Enforcement Officer acting in their official role.
- B. The Covered Person is being Detained or questioned by an agent of a federal, state, or local child welfare agency about a minor child in the Covered Person's custody or control, or Dependent of the Covered Person.
- C. The Covered Person is involved in an auto or motorcycle accident that results in bodily harm or physical injury.
- D. The Covered Person is served with a warrant.

### 24/7 Emergency Access Exclusions:

- 1. Help with posting, obtaining bond, bail, or other security required for release is not covered.
- 2. The conditions set by the detaining or questioning authority may prevent the Provider Law Firm from communicating with the Covered Person on an immediate basis.

### SECTION III -- HOW TO OBTAIN SERVICES

A Covered Person may obtain Services from a Provider Law Firm or an Attorney of Choice by following the steps below:

#### **Provider Law Firm**

- Step 1.** Call the Provider Law Firm at 1-800-686-0118, during office hours, excluding holidays;
- Step 2.** Provide your name, membership number, and the reason for the call;
- Step 3.** An attorney will return your call.

#### **Attorney of Choice**

- Step 1.** A Covered Person has the right to use an attorney of their choice in lieu of the Provider Law Firm. The Covered Person must first call the Provider Law Firm.
- Step 2.** The Covered Person must tell the Provider Law Firm of their Attorney of Choice.
- Step 3.** The Provider Law Firm will call the Attorney of Choice in order to enter into a contract before services are rendered. The Provider Law Firm's contract with the Attorney of Choice will set up the fees to be paid by the Provider Law Firm to the Attorney of Choice. The Attorney of Choice will be paid the same fee as the Provider Law Firm would get paid.
- Step 4.** If the Attorney of Choice agrees to such a contract, the Covered Person will have to pay to the Attorney of Choice any legal fees or charges in excess of those covered by the normal fee paid to the Provider Law Firm to the Attorney of Choice.
- Step 5.** The Provider Law Firm will let the Member know when the agreement has been made with the Attorney of Choice.
- Step 6.** Call your Attorney of Choice and follow the same steps as for the Provider Law Firm.

### SECTION IV – GENERAL PROVISIONS AND EXCLUSIONS

- A. **Entire Agreement.** This Contract is the entire agreement between the Member and the Company.
- B. **Availability of Services.** A 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.
- C. **Provider Law Firm's Professional Judgment.** The Provider Law Firm shall determine whether claims or defenses, pertaining to any matter under this Contract, are frivolous or otherwise unmeritorious. This includes decisions to take any contingency case, appeal any judgment, or appeal any decision. The Provider Law Firm reserves the right to make independent professional judgments about the provision of any Services under this Contract. The Company will in no way influence or attempt to affect the rendering of the services by the Provider Law Firm.
- D. **Attorney-Client Contract and Representation.** Any payment of additional costs or a retainer to the Provider Law Firm to cover legal services not covered by the Contract, shall be subject to an attorney-client contract. The Company is not a party to this contract. This contract is to be agreed upon by the Covered Person and the Provider Law Firm prior to the time services are rendered. Any retainer and/or additional costs to be incurred shall be at 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 additional costs prior to commencement of legal representation. The Provider Law Firm has no duty or relationship under this Contract beyond the specified Services.
- E. **Geographical Area of Coverage.** This Contract only provides for Services in the 50 states of the United States, except where prohibited.
- F. **General Exclusions.** The following items are specifically excluded from this Contract. They are not eligible for the 25% Discount and shall not be interpreted as included Services under any provision of the 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). This includes but not limited to:

- 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. The payment of fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, and any out-of-pocket expenses.
  3. Any matter involving a person or entity who starts or takes part in a lawsuit against the Company or any of its subsidiaries or affiliates, or any matter involving a person or entity that is named as a defendant or respondent in a lawsuit started by the Company or any of its subsidiaries or affiliates, shall be specifically excluded from receiving any of the Services of this Contract, during the pendency of such lawsuit or until its resolution.
  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. Any matter which the Provider Law Firm determines is resolved or has been raised an unreasonable number of times without substantial change of circumstance.
  6. Any matters which are covered by any insurance policy or any other legal service plan.
  7. Any matters related to Native or First American tribes and tribal governments. This includes but is not limited to legal issues before federal, tribal, and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges, or officers.

G. **Conflict for Services.** For any matter where a conflict arises between a Member and a Covered Person, only the Member may use the Services.

H. **Duplication of Coverage.** A Covered Person may not secure Services from the Provider Law Firm for the same matter under more than one contract. A Covered Person may not use the Services of more than one Provider Law Firm on the same matter.

I. **Examination Right.** The Member shall have 10 days after delivery to examine the Contract. If the Member is not satisfied with it, the Member may send written notice requesting the Contract be rescinded and their fee refunded. The Member must deliver the written notice to the Company or the agent through whom it was bought. The Company will void the Contract and the parties shall be in the same position as if this Contract had not been issued.

J. **Cancellation or Non-renewal of Contract.** This is a monthly contract renewable each month. The Company will cancel this Contract in the event of fraud. Otherwise, this Contract will remain in force until cancelled by the Member. The Member may cancel either in writing or by non-payment of the membership fees. The Company provides a 30-day grace period to remit payment of member fees that are due and unpaid after the Effective Date. The Contract will continue during the grace period. The Contract ceases at the end of the grace period if the fees remain unpaid. Termination will be effective at 12:01 a.m. on the 31st day after the due date for which the member fees remain unpaid. All Services will cease at the end of the Eligibility Period. If the Company cancels the Contract, only events reported in writing to the Provider Law Firm during the Eligibility Period are covered. The Member shall have the right to be reimbursed by the Company the unused portion of the fees paid for this Contract. The refund amount will be calculated on a pro-rata basis over the payment period. The payment period is either the monthly, semi-annual, or annual payment option selected by the Member for membership fees on the application.

The Company may, at its option, non-renew this Contract by providing written notice to the Member.

K. **Reinstatement Procedure.** If the Company cancels this Contract for nonpayment of premium or the Contract lapses, the Member may request the Contract be reinstated. The Member must request the reinstatement within 45 days of the cancellation or lapse and confirm that no events have occurred for which Services will be requested. A fee may apply.

L. **Change of Contract.** No change in the Contract shall be valid until approved by an officer of the

Company and added to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions.

- M. **Duty to Report Changes.** Any notice relating to this Contract will be sent to the Member. The Company will use the Member's contact information on file. The Member shall send to the Company changes to their contact information within 30 days of a change. If a Member moves to a new state, their Contract and Provider Law Firm may switch based on the new state of residence.
- N. **Contact Information.** Any correspondence relating to this Contract to the Company should be sent to Attn: Member Service at One Pre-Paid Way, Ada, OK 74820 or via email at [memberservice@legalshield.com](mailto:memberservice@legalshield.com). A Covered Person may contact Member Services at **1-800-654-7757** with any questions they have about the Services or this Contract.
- O. **Complaints & Board of Bar Overseers.** A complaint regarding the Provider Law Firm may be reported to the Company at 1-800-654-7757. The Covered Person may also send a written complaint to the Company at the Contact Information address.

Lawyers in Massachusetts are bound by the Rules of Professional Conduct. The Rules are approved by the Supreme Judicial Court. The Rules set out standards for the ethical practice of law. A Member with questions about the conduct of an attorney may call the Attorney and Consumer Assistance Program in the Office of Bar Counsel. The phone # is (617)728-8750.

A Complaint about an attorney may be filed with the Massachusetts Board of Bar Overseer's Office of Bar Counsel. Complaints **MUST** be sent in writing and signed. You may call (617)728-8750 to ask for a complaint form. Complaints should be sent to:

Massachusetts Board of  
Bar Overseer's Office of  
Bar Counsel  
99 High St  
Boston, MA 02110

General inquiries, requests for hearings or complaints about insurance companies or agents may be directed to the Massachusetts Division of Insurance. The Consumer Service Section will help with general insurance information. They will advise consumers about their rights under the law. The Consumer Hotline # is (888) 283-3757. A complaint form can also be found on the Division of Insurance web site ([www.state.ma.us/doi](http://www.state.ma.us/doi)). You may have a right to a hearing to resolve your dispute.

- P. **Settlement of Disputes.** Disputes against insurers providing prepaid legal service plans are governed by Massachusetts General Laws Chapter 176H Section 14. A hearing will be held on disputes with our Company or the Provider Law Firm if a written request is made to the Commissioner within 30 days of the dispute. The Commissioner or his designee shall hear such party or parties within 30 days after receipt of such request. A written notice shall be given of the time and place of the hearing at least 15 days prior to the hearing. Within 30 days after such hearing the commissioner or his designee shall issue a decision thereon.
- Q. **Severability.** If any provision of this Contract 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 change the validity and enforceability of all other provisions of this Contract.
- R. **Subrogation.** If the Company or Provider Law Firm makes a payment under this Contract 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.** A Covered Person may file a complaint with the Company about a Provider Law Firm. The Covered Person authorizes the Provider Law Firm to share with the Company all communications about the complaint. A Covered Person should contact Member Services at 1-800-654-7757 with a complaint. A written release may be required by the Provider Law Firm prior to sharing any communications related to the complaint.

- T. **Adequate and Timely Notice.** The Covered Person shall timely send to the Provider Law Firm enough facts, documents, and authorizations to receive Services. The Covered Person must

follow the Provider Law Firm's instructions. If the Covered Person fails to do the above, the Provider Law Firm shall have no obligation to provide the Services.

- U. **Prevailing Language.** The English version of this Contract shall prevail in the case of any inconsistencies with translated versions.
- V. **Member Satisfaction.** After a Covered Person receives Services, they will be sent a survey to complete.



Jeff Bell  
Chief Executive Officer



Kathleen S. Pinson  
Secretary