

# Family Defender Program



## Plan Document and Summary Program Description

**CCPOA**  
**Benefit Trust Fund**  
*Personal Legal Services for  
CCPOA Members*



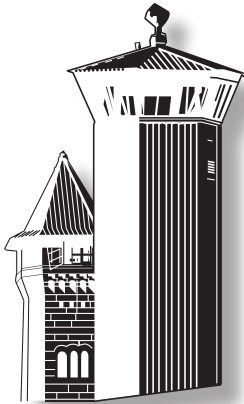
**U.S. LEGAL  
SERVICES**

1974



Effective July 1, 2016





**FAMILY DEFENDER PROGRAM**  
of the  
**California Correctional  
Peace Officers Association  
Benefit Trust Fund**

**SUMMARY PROGRAM  
DESCRIPTION  
AND PLAN DOCUMENT**

Updated:  
July, 2016

**U.S. Legal Services**  
8133 Baymeadows Way  
Jacksonville, Florida 32256  
800-356-LAWS



# TABLE OF CONTENTS

<b>PREFACE</b> .....	1
<b>GENERAL INFORMATION</b> .....	2
Name of the Program and Plan: .....	2
Type of Plan: .....	2
Type of Administration: .....	2
Plan Administrator and Plan Sponsor: .....	2
Program's Contract Administrator: .....	2
Funding Medium: .....	3
Plan Information: .....	4
<b>FAMILY DEFENDER PROGRAM</b> .....	5
<b>I. Introduction and Agreement</b> .....	5
<b>II. Definitions</b> .....	6
<b>III. Benefits</b> .....	8
A. Advice and Consultation: .....	8
B. Consumer-Seller Protection: .....	9
C. Personal Injury: .....	10
D. Criminal Matters: .....	10
E. Defense of Civil Lawsuits: .....	11
F. Document Preparation and Review: .....	11
G. Estate Planning Documents: .....	11
H. Family Law: .....	12
I. Adoption and Legitimization: .....	13
J. Guardianship or Conservatorship: .....	13
K. Name Change: .....	13
L. Insurance Law: .....	13
M. Real Estate Transactions: .....	13
N. Landlord/Tenant Law: .....	13
O. Traffic Violations: .....	14
P. Financial Matters: .....	14
Q. Juvenile Matters: .....	15
R. Immigration: .....	16

**U.S. Legal Service - Family Defender Plan**

S. Business Law: .....	16
T. *Trial Supplement: .....	16
U. Concealed Weapons .....	16
V. All other legal matters: .....	18
<b>IDENTITY THEFT RESOURCES</b> .....	<b>19</b>
A. Identity Theft: .....	19
B. 24/7 ID Monitoring .....	19
C. Unlimited Fraud Resolution Assistance for the Program Member: .....	19
<b>TAX AND FINANCIAL WELLNESS</b> .....	<b>20</b>
A. Financial Education: .....	20
B. Financial Coaching Benefits: .....	20
<b>TAX HELPLINE</b> .....	<b>22</b>
<b>FINANCIAL WELLNESS SERVICES</b> .....	<b>23</b>
<b>ID Theft Recovery Services For ID Theft Victims</b> .....	<b>24</b>
<b>Expense Reimbursement Policy</b> .....	<b>27</b>
<b>IV. Exclusions</b> .....	<b>28</b>
<b>V. Effective Date and for Those Members Who Voluntarily Elect and Pay for Program Coverage:</b> .....	<b>30</b>
<b>VI. Other Conditions</b> .....	<b>32</b>
<b>VII. Claims and Procedures</b> .....	<b>35</b>
<b>YOUR RIGHTS UNDER ERISA</b> .....	<b>37</b>
<b>AMENDMENT</b> .....	<b>40</b>
<b>PART VII. RESPONSIBILITIES OF THE PLAN ADMINISTRATORS AND PLAN ATTORNEYS</b> .....	<b>47</b>
<b>PART VIII. TERMINATION PROVISION</b> .....	<b>47</b>

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## **PREFACE**

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The Board of Trustees of the CCPOA Benefit Trust Fund is pleased to provide eligible members with this Family Defender Program which provides members with certain prepaid legal services benefits and access to legal services at a discount. This booklet is called a Summary Plan Description as provided under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and is the plan document. It is written to make it easier for you to understand your rights and responsibilities under the Family Defender Program. The Program is administered by US Legal Services pursuant to a contract with the CCPOA Benefit Trust Fund.

Nothing in this booklet is meant to interpret or extend or change in any way beyond the provisions stated in the Program.

U.S. Legal Services administers this Legal Program, and has been delegated the sole authority to determine what benefits are provided and has the sole and exclusive authority and responsibility to retain and employ attorneys to provide services to members under the Program.

The Board of Trustees of the CCPOA Benefit Trust Fund, in consultation with U.S. Legal Services, has the sole right to amend, modify, discontinue or terminate all or part of this Program for any reason and at any time when, in their judgment, it is appropriate.

This booklet and the U.S. Legal staff are your sources of information on the Program.

U.S. Legal Services has not authorized anyone else to speak on their behalf.

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## GENERAL INFORMATION

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### **Name of the Program and Plan:**

Family Defender Program (provided pursuant to the CCPOA Benefit Trust Fund Supplemental Benefit Plan)

### **Type of Plan:**

The CCPOA Benefit Trust Fund Supplemental Benefit Plan is a welfare benefit plan that provides various welfare plan benefits including prepaid legal services benefits.

### **Type of Administration:**

The Program is administered by U.S. Legal Services under rules promulgated by the Florida Department of Financial Services, ERISA and in accordance with a contract with the CCPOA Benefit Trust Fund.

Agent for Service of Legal Process:  
General Counsel, U.S. Legal Services, Inc., 8133  
Baymeadows Way, Jacksonville, Florida 32256  
904-448-6000

### **Plan Administrator and Plan Sponsor:**

Board of Trustees of the  
CCPOA Benefit Trust Fund  
2515 Venture Oaks Way, Suite 200  
Sacramento, CA 95833-423  
Telephone: (916) 779-6300

### **Program's Contract Administrator:**

U.S. Legal Services, Inc.,  
8133 Baymeadows Way,  
Jacksonville, Florida 32256.

**Source of Contributions:** The contributions necessary to finance the Benefit Programs provided by the Supplemental Benefit Plan consist of participant contributions, dues deductions, employer contributions including those described in the CCPOA Memorandum of Understanding and interest accrued on investments of those funds.

These contributions are calculated as necessary to cover the expected program premiums) and to defray administrative expenses of the Supplemental Benefit



Plan. The rate of contributions is subject to change at any time at the sole discretion of the Board of Trustees.

Any refunds, rebates, dividends, experience adjustment, or other similar payment under any group insurance contract with the Benefit Trust Fund or the Board of Trustees relating to benefits provided by the Supplemental Benefit Plan are plan assets and, pursuant to the Board of Trustees' sole discretion, will be used to pay for any combination of additional benefits, Plan expenses, or program premiums. No participant has a vested right to receive any portion of these funds.

**Funding Medium:**

All contributions are deposited and held in the CCPOA Benefit Trust Fund which is maintained by the Board of Trustees of the CCPOA Benefit Trust Fund. The Board of Trustees pays program premiums and administrative expenses of the Plan directly from the Benefit Trust Fund.

Family Defender Program benefits are provided through a contract with U.S. Legal Services. Monthly payments for prepaid legal services plan benefits are paid by the Board of Trustees from the Benefit Trust Fund. Claims for benefits are administered by U.S. Legal Services in accordance with its contract with the Benefit Trust Fund. U.S. Legal Services is financially responsible for the payment of the prepaid legal services claims under the Family Defender Program.

U.S. Legal Services has the sole responsibility for administering this Legal Program, and, therefore, has been delegated the sole discretionary authority to interpret the terms of the Program, grant or deny benefits and determine eligibility for Program benefits. U.S. Legal Services also has the sole and exclusive authority and responsibility for retaining and contracting with attorneys to provide services to members under the Program.

**Plan Information:**

The benefits are provided by U.S. Legal Services through a panel of participating, network and non-network attorneys designated U.S. Legal Services.

The Plan year ends as of December 31st.

**Employer Identification Number for  
CCPOA Benefit Trust Fund: 94-6459649**

**Amendment and Termination:** There is no guarantee that the Program will last forever. Although there is no present intention of doing so, the Board of Trustees reserves the right, in its absolute and unlimited discretion, to amend or terminate the Program or to eliminate any benefits, at any time and for any reason, without advance notice to any person by a written instrument signed by the Board of Trustees. The Board of Trustees may amend the Program by changing the administrator or the applicable contract. Any amendment to or termination of the Plan or Program will not reduce the benefits to which a participant may be entitled for a claim that is incurred prior to the effective date of such amendment or termination.

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## **FAMILY DEFENDER PROGRAM**

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### **I. Introduction and Agreement**

U.S. Legal Services is referred to throughout this document as “we”, “us”, “our” and this Family Defender Program, including the Schedule of Benefits, Application and any endorsements, is referred to as the “Program”. The following individuals are eligible to participate in the Family Defender Program:

- Supervisor members of Bargaining Unit #6 who are members in good standing of the California Correctional Peace Officers Association (“CCPOA) – such members are not required to pay any monthly contribution to participate in the Family Defender Program (note: for those legal services that exceed the maximums provided under the Program or which are only provided at a discount, members will be required to pay for the legal services as set forth in this document);
- State of California, non-supervisor active members of Bargaining Unit #6 who are members in good standing of the CCPOA – such members are not required to pay any monthly contribution to participate in the Family Defender Program (note: for those legal services that exceed the maximums provided under the Program or which are only provided at a discount, members will be required to pay for the legal services as set forth in this document);
- Retired members in good standing of the CCPOA – such members must elect and pay \$13.99 per month to participate in the Program (note: for those legal services that exceed the maximums provided under the Program or which are only provided at a discount, members will be required to pay for the legal services as set forth in this document); and
- Employees of the CCPOA Benefit Trust Fund and the CCPOA – such members must elect and pay \$13.99 per month to participate in the Program (such contributions will be made via payroll deduction; note: note: for those legal services that exceed the maximums provided under the Program or which are only provided at a discount, members will be required to pay for the legal services as set forth in this document).

In this Program, the terms “Member” and “Members” refer to the Named Participant and his/her eligible family members.

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

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

**You agree:**

- To comply with all the provisions of this Program and to pay your Contribution and any applicable fees on time; and
- To comply with our rules; and
- To notify us of any change which may affect the Contribution.

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## **II. DEFINITIONS**

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**Participating or Network Attorney:**

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

**Anniversary:**

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

**Attorney:**

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

**Attorney Fee:**

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

**Covered Legal Services:**

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

**Discounted Rate:**

The rate charged for non-covered legal issues.

**Effective Date:**

The date this Program takes effect, i.e., January 1, 2014.

**Legal Issue:**

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

**Member, Members, You, Your, Yours:**

The Named Participant, and provided the Contribution has been paid. The following family members of an eligible Member are eligible for coverage: the member's legal spouse or domestic partner and unmarried dependent children: (a) under the age of 19 who reside in his/her household; or (b) under the age of 23 if unmarried and a full time student. U.S. Legal Services will verify eligibility of family members. Members may be required to provide copies of birth certificates, marriage certificates, domestic partner registrations and/or class schedules for students.

**Named Participant:**

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

**Non-Network Attorney:**

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

**Out-of-Network Rate:**

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

**Program:**

The Family Defender Program.

**Reasonable and Customary Amount:**

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

**Sponsor:**

CCPOA Benefit Trust Fund.

**Trial:**

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

**Uncontested:**

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

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**III. BENEFITS**

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**LEGAL SERVICES**

The following legal services provided by a Participating or Network Attorney are available to eligible Program members:

**A. Advice and Consultation:**

1. Office and Telephone Consultation: This service provides the opportunity to discuss with a Participating or Network Attorney any personal legal problems that are not specifically excluded. The Participating or Network Attorney will explain the Plan Member's rights under the law, point

out his or her options and recommend a course of action. The Participating or Network Attorney will identify further coverage available under the Plan, and will undertake representation if the Plan Member so requests. If representation is covered by the Plan, the Plan Member will not be charged for the Participating or Network Attorney's services. If representation is recommended, but is not covered by the Plan, the Participating or Network Attorney will provide a written fee statement in advance. The Plan Member may choose whether to retain the Participating or Network Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Plan Member may use this service, although, it is not intended to provide the Plan Member with continuing access to a Participating or Network Attorney in order to undertake his or her own representation.

**B. Consumer-Seller Protection:**

1. Consumer Protection Matters: This service covers the Plan Member as Plaintiff for representation, including trial, in disputes over consumer goods and services. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment. It covers correspondence, negotiation, filing of suit, ending in settlement or judgment and trial, if necessary.\*

*\* Trial Supplement: In addition to fees indicated for trials, We will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.*

2. Personal Property Protection: This service covers counseling the Plan Member over the phone or in the office on any personal property issue such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is also included. The service also includes reviewing

any personal legal documents and preparing promissory notes, affidavits and demand letters.

**C. Personal Injury:**

Including auto accidents, medical malpractice and similar causes of action. In the event the Participating or Network Attorney assumes responsibility over any matter where the recovery of legal fees is provided by statute, by contract, contingent or otherwise, or by the nature of the claim, any attorney fees recovered shall be the property of the Participating or Network Attorney. Contingency fee terms will be set based on agreement between the Participating or Network Attorney and the Plan Member, except where such fees are controlled by Federal or State Statute in which case the terms of the statutes shall control.

**D. Criminal Matters:**

**1. Misdemeanor Defense:** This service covers representation for Plan Member's in defense of any criminal misdemeanor charge. Representation includes court hearings, negotiation with the prosecutor and trial.\*

*\* Trial Supplement: In addition to fees indicated for trials, We will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.*

**2. Habeas Corpus:** This service covers the Plan Member for all the preparation of all paperwork needed, and attendance at the hearing to pursue a habeas corpus proceeding to obtain the release of a Plan Member who is being unlawfully imprisoned.

**3. Criminal Felony:** Free 1 hour consultation and a 33.3% discount off Program Attorney's normal hourly rate for Named Participant only.

**E. Defense of Civil Lawsuits:**

**1. Administrative Hearing Representation:** This service covers the Plan Member in defense of civil proceedings before a municipal, county, or state



administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse government action. It does not apply where services are available or are being provided by virtue of a homeowner or vehicle insurance plan. It does not include family law matters, post judgment matters or litigation of a job-related incident.

**2. Civil Actions as Defendant:** Representation of a Plan Member as a named defendant in a civil action and includes representation through trial. Where Plan Member is provided legal representation through other coverages, such as auto liability or homeowner's insurance, said coverages shall be primary for this Plan.\*

*\* Trial Supplement: In addition to fees indicated for trials, We will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.*

#### **F. Document Preparation and Review:**

**1. Demand Letters:** This service covers the preparation of letters that demand money, property or some other property interest of the Plan Member, except an interest that is an excluded service. It also covers mailing them to the addressee, and forwarding and explaining any responses to the Plan Member.

**2. Document Review:** This service covers the review of any personal legal document of the Plan Member, such as letters, leases or purchase agreements.

#### **G. Estate Planning Documents:**

**1. Estate Planning:** Participating or Network Attorney will provide consultation and advice concerning the planning of the covered person's estates.

**2. Living Wills:** This service covers the preparation of a living will for the Plan Member and spouse.

**3. Powers of Attorney:** This service covers the preparation of any power of attorney when the Plan Member or spouse is granting the power.

**4. Wills and Codicils (including Simple Support Trust for Minor Children):** This service covers the preparation of a simple or complex will for the Plan Member and spouse. The creation of any simple testamentary trust is covered. This benefit includes the preparation of codicils and will amendments. It does not include tax planning.

**5. Estate Administration:** Assistance in administering Plan Member's estate, including the applicable property transfers and court appearances. This benefit specifically excludes any legal services for which attorney fees are collectable from Plan Member's estate.

**6. Revocable Living Trust:** Revocable Living Trust document drafted by experienced Participating or Network Attorney. A/B revocable trust provisions (as needed) plus the following: two Durable Powers of Attorney for Financial Management, two Advanced Health Care Directives, Two Pour-Over Wills, Bill of Sale and two Transfer Deeds for a discounted rate of \$495.00.

**H. Family Law: Legal representation for family law matters including:**

1. Divorce (Contested and Uncontested)
2. Child Support
3. Child Custody
4. Spousal Support
5. Equitable Distribution of Marital Assets
6. Modification Actions
7. Enforcement Actions
8. Annulments

**I. Adoption and Legitimization:**

This service covers all legal services and court work in a state court for adoption for the Plan Member. Legitimization of a child for the Plan Member, including reformation of a birth certificate is also covered.

**J. Guardianship or Conservatorship:**

This service covers establishing an uncontested guardianship or conservatorship over a person and his or her estate when the Plan Member or spouse or domestic partner is appointed guardian or conservator. It includes obtaining a guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting.

**K. Name Change:**

This service covers the Plan Member for all necessary pleadings and court hearings for a legal name change.

**L. Insurance Law:**

Representation and consultation in disputes between Plan Member and Plan Member's insurance company regarding the non-payment of claims for losses incurred by the Plan Member under a plan of insurance issued to the Plan Member.

**M. Real Estate Transactions:**

Participating or Network Attorney will provide Plan Members with legal assistance in connection with the sale or purchase of a family dwelling which shall be used by Plan Member as a dwelling place. Excluded from Real Estate Transactions shall be time that may be required to examine title and the rendering of any opinion or the issuance of a title policy guaranteeing title in respect to the transfer, mortgaging, or other disposition of said real property.

**N. Landlord/Tenant Law:**

Legal Disputes as defendant with landlord involving the occupancy of Your primary residence, including eviction defense.

**O. Traffic Violations:**

Representation for non-criminal moving traffic violations.

**P. Financial Matters:**

**1. Debt Collection Defense:** This benefit provides Plan Member with a Participating or Network Attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, up to and including trial, if necessary. It does not include vacating a judgment; counter, cross or third party claims; bankruptcy, matters against the Plan, any action arising out of family law matters, including support and post decree issues; or any matter where the creditor is affiliated with Your employer.\*

*\* Trial Supplement: In addition to fees indicated for trials, We will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.*

**2. Identity Theft Defense:** This service provides the Program Member with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial, if necessary. The service also provides the Program Member with online help and information about identity theft and prevention. It does not include counter, cross or third party claims; bankruptcy; any action arising out of family law matters, including support and

post decree matters; or any matter where the creditor is affiliated with the Sponsor or your employer.\*

*\* Trial Supplement: In addition to fees indicated for trials, we will pay one half of the attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.*

**3. Identity Theft:** The Fraud Resolution Program™ is a confidential and easily accessible service that provides an administrative structure for dealing quickly and effectively with Identity Theft concerns. Members will receive unlimited access to highly trained specialists who will conduct emergency response activities, prepare documents, make phone calls on member's behalf and assist with other related identity theft recovery needs.

**4. Personal Bankruptcy:** This service covers the Plan Member and spouse or domestic partner in pre-bankruptcy planning, the preparation and filing of personal bankruptcy or wage earner petition, and representation at all court hearings and trials. This service is not available if creditor is affiliated with the Sponsor or Your employer or spouse chooses to reaffirm that specific debt.

**Q. Juvenile Matters:**

**Juvenile Court Defense:** This service covers the defense of a Plan Member and Plan Member's dependent child in any juvenile court matter, provided there is no conflict of interest between the Plan Member and child. In that event, this service provides for an attorney for the Plan Member only, including services for Parental Responsibility.

*\* Trial Supplement: In addition to fees indicated for trials, We will pay one half of the Participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.*

**R. Immigration:**

**Visa Extensions:** Defined as application for extension of any existing visas where eligible for said extensions.

**Naturalization:** Defined as advice, consultation, preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services.

**Deportation (Now Known as Removal):** Advice, consultation and appearance before the U.S. Immigration Court to provide Plan Members with Defense of Removal actions and/or applications for Relief from Removal before the Immigration Judge.

**All Immigration Matters Not Listed Above:** All other Immigration matters to be provided to Plan Members at 33 1/3% off Participating or Network Attorney's normal hourly rate.

**S. Business Law:**

Preparation of legal documents for formation of one corporation, partnership or other business entity per year.

**T. \*Trial Supplement:**

In addition to fees indicated for trials, We will pay one half of the participating or Network Attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$15,000 total trial supplement maximum.

**U. Concealed Weapons:**

Members will have the rights to representation in any legal matter resulting from a self defense incident consistent to a duly licensed in good standing concealed carry weapon permit. Representation will include securing legal services from U.S. Legal Services attorneys and network law firms.

*Note: You must have a VALID State Concealed Weapon Permit issued to be eligible for any representation from U.S. Legal. This is not an insurance product. It is a service*

*agreement. U.S. Legal will obtain and pay all legal fees associated with a use of force incident, however, the member will be responsible for any money judgements rendered against a member.*

Use of force incidents are recognized as both civil and criminal offenses. Administrative actions can be taken by a state, local, federal or regulatory agency which administers a state's concealed carry permit.

**Covered Incidents:**

1. Any shooting and/or occurrence in a location that recognizes your concealed carry permit or firearm license.
2. Any use of deadly force in any location that recognizes your permit(s) or license(s).
3. Any shooting or use of force with any weapon, object or any legal firearm, even outside of your concealed carry permit occurring in your residence during the commission of a crime against you, your family or any occupants in a place you can legally possess a firearm. (A legal firearm meets the legal description of state and federal laws.)
4. Any administrative action resulting from the use of force incident taken against your concealed weapon license in the state which issued your license.
5. Criminal, administrative or civil actions brought against member in relation to one of the outlined events.

**Exclusions and Limitations:**

- Services will not be provided if the use of force incident is a criminal event.
- Service will not be provided if a member is intoxicated, under the influence of alcohol, marijuana or drugs, conditions defined by a blood level of .04 or higher, or have any illegal substances in the member's system, or the member has been publicly consuming alcohol, illegal drugs, or prescribed medications that may alter ones judgement.

## **U.S. Legal Service - Family Defender Plan**

- USL will not provide any of the above services for any domestic violence occurrences, criminal investigations or prosecutions as a result of illegal usage of a firearm or unlawful weapon by a member against the member's current or former family member, household or dating relationship, defined by the applicable state law.

*The following services are available to CCPOA members:*

- 25 Hours Administrative Law
- Skelley Hearing
- SPB Board
- After 25 hours the member will be billed directly at the discounted rate of 1/3 off of the attorneys normal hourly rate.

100 hours felony representation through trial, not including other felony charges other wise covered under the plan.

## **V. All Other Legal Matters:**

Except as provided herein above Participating or Network Attorneys will provide legal representation for all other limited, pre- existing or non-covered legal matters at a 33 1/3%% discount from their normal hourly rates or fees.



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## IDENTITY THEFT RESOURCES

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### A. Identity Theft:

The **Fraud Resolution Program™** is a confidential and easily accessible service that provides an administrative structure for dealing quickly and effectively with Identity Theft concerns. Members will receive unlimited access to highly trained specialists who will conduct emergency response activities, prepare documents, make phone calls on member's behalf and assist with other related identity theft recovery needs.

### B. 24/7 ID Monitoring (ID Theft Victims Only):

**Identity Risk Score Alerts:** Receive "risk score" alerts for suspicious activity against your Social Security Number (SSN), date of birth and address.

**SSN Alerts:** Receive alerts for non-credit activities such as employment, DMV, real estate and criminal activities under your SSN.

**Counseling Assistance:** Receive assistance with identity monitoring changes and related issues.

**Personalized Attention:** Receive personalized attention for your identity monitoring concerns and needs and specific factual circumstances.

### C. Unlimited Fraud Resolution Assistance for the Program Member:

- **Fraud Resolution Specialists™:** Unlimited access to highly trained specialists who conduct (7) emergency response activities within (2) business days. The member receives credit account investigations and personal advocacy under a limited power of attorney.
- **Credit Report Review:** Helps members obtain a free copy of their credit report. Review report with Program Member to investigate any suspicious activity and correct/dispute credit report errors.
- **Fraud Alerts/Security Freezes:** Assistance in placing "Fraud Alerts" or

## U.S. Legal Service - Family Defender Plan

- **“Credit Freezes”** on the Program Member’s credit report.
- **Identity Restoration:** Assist members with restoring their identity and good credit reputation.
- **Free ID Theft Emergency Response Kit™** is provided, which includes a “Uniform ID Theft Affidavit” approved by the Fair Trade Commission (FTC).
- **Full Case Administration:** Administer the costly steps to dispute and clear up fraudulent debts and claims resulting from ID theft.
- **Case File Management:** Creates a case file to document actions taken during the entire recovery and resolution process to conclusion.
- **Document/Letter Preparation:** Prepare all necessary state specific documents and letters for a Program Member’s signature and mailing to creditors and authorities. (Spouse/Domestic partner and Family not covered.)

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## TAX AND FINANCIAL WELLNESS

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### A. Financial Education:

**1. Monthly Live Webinar Personal Finance Forums.** These forums are held monthly and are available to all. The forums contain a 15 minute discussion by a Money Coach, followed by 45 minutes dedicated for Q&A. All questions are submitted anonymously and your privacy is always protected.

**2. Monthly Webinar Financial Education Classes.** Classes typically last and educational topics include spending plans, managing debt, improving credit, mortgage, retirement, tax, etc.

**3. Monthly Financial and ID Theft Tips.** Education on finances, identity theft, economic issues, seasonal financial topics, etc.

**4. Personal Website Access.** Each Program Member has unlimited access to a website which gives a Program Member access to many financial tools,

financial resources and information, thousands of self-help documents, a complete suite of estate planning documents and allows you to communicate with your Money Coach in reaching financial goals.

### **B. Financial Coaching Benefits:**

The financial coaching benefit provides 30 days free access to “Financial Coaches” with a broad range of experience in financial services, including licensed CPAs and Certified Financial Planners. Coaches are salaried professionals who do not sell or promote products and services to Program Member. The financial benefit allows families an opportunity to determine the most appropriate way to handle their financial problems or issues by talking with an expert.

Building a “secure financial life” requires some clarity, consistency and commitment. Sometimes it helps to have someone in your corner. Not so much a friend, but an open, honest “coach” who will hold you accountable to “stay the course”. The individual, who invests the time and uses a Financial Coach, will gain concise, focused direction for a positive, simplified, yet significant financial future.

Spending Plans	Credit Analysis
Debt Management	Mortgage Review
Taxes	Retirement
College Planning	Savings Strategies

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## TAX HELPLINE

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A comprehensive tax planning, consultation and review service is provided at no additional charge to Members. This service includes the following:

**A. Personal Tax Return Preparation.** State and Federal tax form preparation provided to Members free of charge.

**B.** Unlimited telephone advice and consultation on federal tax matters from qualified professionals including former auditors, enrolled agents and tax attorneys.

**C.** Research into complex tax matters provided with the plan.

**D.** Free review of last year's tax return.

**E.** On-line written answers are also provided free of charge to questions submitted via e-mail for those Members desiring a written response to their questions.

**To utilize this service please call toll-free  
1-888-724-2325.**

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## FINANCIAL COACHING

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**Free Financial Consultations:** Receive a free (60) minute telephone consultation with a **Certified Credit Counselor**. Financial Counselors are in-house financial professionals who can assist with credit counseling, credit restoration strategies, credit report analysis and tax planning, all of which may have been seriously impacted by an ID theft.

## MySecureAdvantage FINANCIAL WELLNESS SERVICES

Each Member and their eligible dependents will have access to the following educational and coaching services.

<b>FINANCIAL EDUCATION</b>		
Monthly Webinar Classes	Topics – Spending Plans, Managing Debt, Credit, Mortgage, Tax, Retirement, etc.	One hour in length, confidential and anonymous
Monthly “Live Chat” Webinars	Discussion topics may include above class subject matters, financial trends, newsworthy issues, etc.	One hour in length, confidential and anonymous
Monthly Financial Tip	Variety of Tips, etc.	Emailed monthly
<b>Financial Coaching*</b>		
30 days* of free and unlimited financial coaching, additional services billed at \$39.95/month	Helps individual or family address any financial issues, concerns, goals, etc.	Telephonic program provided by salaried financial professionals who are prohibited from selling products or services
	Spending Plan Review	Yes
	Credit Report Review and Improvement	Yes
	Mortgage Counseling	Yes
	Debt Elimination & Wealth Builder	Yes
	Retirement Planning	Yes
	College Funding	Yes
	Other financial questions or concerns	Yes

Website Resources		
Member and Coach communication	Interactive Web Portal for Employee and Coach, includes tasks, goals, calendar, coaches notes, etc.	Free
Self-help Tools	Financial Calculators, Guides, Articles, etc.	Free & Unlimited

*\*In the event a Member does not participate in additional months of coaching at the conclusion of the 30 day free period, the Member will be eligible for free 30 day coaching after a 3 month rest period. For example, if a Member engages financial coaching January 1st, the next 30 days of coaching are provided at no cost. In the event the Member does not elect to continue financial coaching on a self-pay basis, Member will be eligible for the 30 day free coaching benefit May 1st.*

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## **ID THEFT RECOVERY SERVICES FOR ID THEFT VICTIMS**

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If a Member becomes a victim of ID theft, USL provides a **comprehensive identity recovery service to work with creditors, collection companies, collection law firms and Credit Reporting Agencies (TransUnion, Experian & Equifax)**. Under a Limited Power of Attorney granted by the Member, USL's Fraud Resolution Specialists™ will serve as **the Member's personal advocate** in representing the Member in disputing and clearing up fraudulent or incorrect claims and credit records.

The recovery process usually consumes significant amounts of personal time and effort in trying to figure out what to do and how to deal with creditors and collection firms. These interactions are generally confrontational in nature and are extremely uncomfortable for most victims. Many victims simply give up and pay debts that are not theirs in order to protect their credit scores. Unfortunately, the first loss is rarely the last and

additional fraudulent claims will follow, until the correct steps are taken.

**USL's Fraud Recovery Service is provided and does the following:**

1) Provides **24/7 "Identity Monitoring"** benefits to report suspicious activity involving a Member's name, Social Security Number (SSN), address and DOB, or combinations thereof. The Member is notified by email to contact USL for high-risk activity involving this private information. (Member authorization is required.)

2) **Sends monthly risk scores** (low, medium or high) by email to the Member and provides **personalized counseling assistance** for any questions regarding the score and what preventative action needs to be taken.

3) **Unlimited Fraud Resolution and Recovery services** to represent the Member in dealing with creditors, collection firms and Credit Reporting Agencies in restoring the Member's stolen identity. (Limited Power of Attorney is required.)

4) **Free (60) minutes of telephone consultation with a Financial Counselor** to assist the Member with strategies to rebuild damaged credit.

5) **Free (60) minutes of consultation with an attorney** if legal services are needed. After the free initial consultation, the attorney can be retained at a 25% discount off of the attorney's standard fixed or hourly fees. (Member is responsible for all court costs.)

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## DETAILS OF ID THEFT RECOVERY BENEFITS FOR VICTIMS

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### ***Unlimited* Fraud Resolution Assistance:**

- **Fraud Resolution Specialists™:** Unlimited access to highly trained specialists who conduct (7) emergency response activities within (2) business days.

The Member receives credit account investigations and personal advocacy under a limited power of attorney.

- **Credit Report Review:** Helps Members obtain a free copy of their credit report. Review report with Member to investigate any suspicious activity and correct/dispute credit report errors.
- **Fraud Alerts/Security Freezes:** Assistance in placing “Fraud Alerts” or
- “Credit Freezes” on the Member’s credit report.
- **Identity Restoration:** Assist Members with restoring their identity and good credit reputation.
- **Free ID Theft Emergency Response Kit™** is provided, which includes a “Uniform ID Theft Affidavit” approved by the Fair Trade Commission (FTC).
- **Full Case Administration:** Administer the costly steps to dispute and clear up fraudulent debts and claims resulting from ID theft.
- **Case File Management:** Creates a case file to document actions taken during the entire recovery and resolution process to conclusion.
- **Document/Letter Preparation:** Prepare all necessary state specific documents and letters for a Plan Member’s signature and mailing to creditors and authorities.



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**EXPENSE REIMBURSEMENT POLICY\***


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**Summary of Expense Reimbursement Benefits\*:**

Limit of Expense Reimbursements:

Aggregate Limit	\$10,000* per policy period (maximum)
Lost Wages	\$500 per week, for 4 weeks (maximum)
Deductible	\$ 100 per policy period

The Master Policy ID Theft Plan will cover the following up to the Expense Reimbursement limits stated above. (note: If a reimbursement is payable to a minor or a legally incapacitated individual, the Program shall exercise its discretion and pay the appropriate representative of such individual, including but not limited to, the minor's parent or the individual's legally appointed representative who is authorized to receive such payment.)

**a.) Out of Pocket Costs**

i. Reasonable and necessary costs incurred in the United States for re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of a stolen identity event;

ii. Reasonable and necessary costs incurred in the United States for notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of efforts to report a stolen identity event and/or amend or rectify records as to one's true name or identity as a specific result of a stolen identity event;

iii. Reasonable and necessary costs incurred for up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau) dated within 12 months after knowledge or discovery of a stolen identity event.

**b.) Lost Wages**

Actual lost wages earned in the United States, whether partial or whole days, for time reasonably and necessarily taken off work and away from the work premises, solely as a result efforts to amend or rectify records as to one's true name or identity

as a result of a stolen identity event. Actual lost wages includes remuneration for vacation days, discretionary days, floating holidays, and paid personal days but not for sick days or any cost arising from time taken from self-employment. Coverage is limited to wages lost within twelve months after discovery of a stolen identity event.

**c.) Legal defense fees and expenses**

Reasonable and necessary fees and expenses incurred in the United States, with our consent, for an attorney appointed by us for:

- i. Defending any civil suit brought against the individual by a creditor or collection agency or entity acting on behalf of a creditor for non-payment of goods or services or default on a loan as a result of a stolen identity event; and
- ii. Removing any civil judgment wrongfully entered against you as a result of the stolen identity event.

*\*Insurance underwritten by Plan Member companies of AIG. The description herein is a summary only. It does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for complete details of coverage and exclusions. Coverage not available to residents of New York and may not be available in other jurisdictions.*

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## **IV. EXCLUSIONS**

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- 1. Preparing, completing, or filing of a federal, state, or local tax return or tax law except as may be provided herein by Endorsement.
- 2. No coverage is provided in Federal Courts of the United States except for Bankruptcy provided herein.
- 3. Actions or disputes between You and Your employer, the CCPOA, CCPOA Benefit Trust Fund, its Trustees, employees or agents, or Your employer's insurance

carrier, unions, plan underwriter or any other party not covered by this Plan are excluded from coverage.

4. Workers' Compensation, unemployment compensation, class actions, interventions and amicus curiae.

5. Matters relating to patents copyrights or appellate proceedings of any nature.

6. Duplication of services previously claimed in relation to same matter.

7. Any legal proceeding in which Plan Member is entitled to legal representation or reimbursement for the costs thereof from any source other than this Plan or another legal expense plan.

8. Fines, penalties, court-ordered payments of Attorney Fees, court costs, service of process fees, litigation expenses, and any other costs and expenses not specified under Section III Benefits.

9. Legal services received or contracted for prior to the Effective Date. Also, legal services obtained after the date on which Your coverage under this Plan terminates.

10. Any action, dispute or proceeding in any way against Our interest, or that of Our affiliated companies, the underwriter(s) of the Plan, or any of Our or their agents, Participating or Network Attorneys.

11. Legal services for the benefit of any person other than a Plan Member, or legal services for Plan Member other than the Named Plan Member against his/her interests or those of another Plan Member under this Plan.

12. Except as specifically provided for in this Plan, any matter, whatsoever, arising out of or in connection with Your employment, past or present, including but not limited to disputes between You and Your employer, You and Your fellow employees, You and Your union, You and Your labor/management trust fund or pension fund, worker's compensation matters, and unemployment compensation matters.

13. Legal representation regarding any matter arising out of or in connection with any business venture or investment matter, including trademark, patent or copyright matters, except as specifically covered under this Plan. Legal services which ordinarily would be deductible under the Internal Revenue Code as a business expense; including but not limited to, legal services rendered to You relative to income-producing property, including commercial or residential rental property transactions where You are the owner and/or landlord of more than one such property; or business transactions; or farm transactions; or like transactions.

14. Tax related matters; class actions; intervention (unless otherwise entitled to coverage as a plaintiff or defendant under this Plan); amicus curiae filings; criminal felonies, appeals; and any matter arising out of or in connection with federal law, except as specifically provided in this Plan.

15. Participating or Network Attorneys shall have the obligation to decline the representation of any Plan Member where the matter presented is deemed by the Participating or Network Attorney to be frivolous, spurious, or without merit, or where a conflict has developed between Participating or Network Attorney and covered Plan Member(s) to the extent that Participating or Network Attorney cannot in good faith or pursuant to the Code of Professional Responsibility continue to represent said covered Plan Member(s).

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**V. EFFECTIVE DATE AND FOR THOSE MEMBERS WHO VOLUNTARILY ELECT AND PAY FOR PROGRAM COVERAGE: RENEWAL, CANCELLATION, REINSTATEMENT AND CONVERSION**

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Provided your Contribution and any applicable fees have been Received by Us, this Program is effective upon the Effective Date as stated in the Schedule, and will renew automatically on its Anniversary without further notice and will continue to renew thereafter. For those Members who must voluntarily elect and pay for

Program coverage (e.g., retired members of the CCPOA and staff of either the CCPOA Benefit Trust Fund or the CCPOA), coverage will be terminated upon:

- a. Your written request for cancellation of your coverage. Written notification
- b. of cancellation must be provided to U.S. Legal Services and the CCPOA Benefit Trust. Notice must be Received by Us and the CCPOA Benefit Trust Fund: (i) within 30 days of the Effective Date, or (ii) after 30 days from the Effective Date, together with any unpaid administration fees; or
- c. We provide you with 45 days written notice of cancellation (for any or no reason); or
- d. You don't pay us promptly.

If this Program does not automatically renew it is cancelled. All cancellations are effective as of the earlier of the last day of the month:

- A. In which notice was Received by Us (if sent by you); or
- B. In which notice was stated to be effective (if sent by us); or
- C. For which timely payment was Received by Us.

If you paid us any Contribution in advance, we will return the unearned portion to you (less administrative fees, if any). Earned Contribution will be calculated as if you had paid your Contribution on a monthly basis. If your Program is lapsed because you didn't pay your Contribution, you may reinstate it by paying your Contribution and any fees owed. If you do this within 30 days of the date your Program otherwise would have been canceled, it will be reinstated as it has never lapsed. *[Note: If contributions to participate in the Program are paid on your behalf by the CCPOA Benefit Trust Fund, you are not entitled to the return of any contributions that were paid on your behalf.]*

**Conversion to Other Program:**

The Named Participant may convert this Program to an individual Program when no longer qualified as a member as provided by the Sponsor who offered this Program to him/her. The Named Participant must notify us within 30 days of non-renewal to make arrangements for Contribution payment. The Named Participant may also convert this

Program to any other Program for which he/she is eligible. In the event of such conversion, you will be eligible for any additional benefits under that Program in accordance with its provisions. You will be credited with your time for the time this Program was effective only with respect to the Program provisions which are the same in both Programs.

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**VI. OTHER CONDITIONS**

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**Changes (also known as “Endorsements”)**

In consultation with and with the agreement of the Board of Trustees of the CCPOA Benefit Trust Fund, We reserve the right to periodically change the terms of this Program, including the Contribution. If we change the terms, then we will give you at least 45 days advance written notice of the change. If you do not like the changes and you were required to elect and pay for coverage on a monthly basis, you may elect to cancel the Program according to the above cancellation terms within 10 days of our sending notice of these changes. Notice is effective on the date it is mailed to your address.

**Entire Agreement**

This Program comprises the entire agreement between you and us and includes the Schedule, Application and any endorsements. No one other than our duly elected officers is authorized to modify or add to any of the terms of this Program.

### **Attorney Independence**

Neither Participating nor Network Attorneys are our agents or employees, and we are not liable for any acts or omissions of any Participating or Network Attorney or any other attorney to you, or we on your behalf, have retained. Furthermore, neither Participating nor Network Attorneys are the agents or employees of the CCPOA Benefit Trust Fund, and the CCPOA Benefit Trust Fund is not liable for any acts or omissions of any Participating or Network Attorney or any other attorney to you and is not liable for any claim you may have or believe you have against U.S. Legal. We will not interfere with the confidential attorney-client relationship between you and your attorney. In the event you are not satisfied with any attorney or any attorney performs or omits an act which may give rise to a claim for malpractice, your sole recourse will be against the attorney or firm of attorneys handling your legal matter. Nothing in any of the Program documents shall be deemed to interfere with the Bar Association's or the court's right to discipline attorney(s) for violation of any Bar Association Canon or Rule or court rule addressed to honesty, integrity, or fair dealing.

### **Administrative Rules**

In conjunction with the CCPOA Benefit Trust Fund, We reserve the right to adopt rules supplementing and implementing administration of the Program, including rules concerning payment of Contributions, procedures and forms required, arbitration of disputes arising under the Program, and any other rules we deem necessary to implement this Program. We will inform you of these rule changes. We cannot enforce a rule, however, that conflicts with the express terms of this Program.

### **Dispute Resolution**

If a dispute arises between you and us, you and we agree to use our best efforts to resolve such dispute amicably. If, however, we cannot reach a mutually satisfactory resolution, this dispute will be submitted to an arbitration board composed of three attorneys practicing in the same bar circuit as your Address. You will choose one attorney to serve on the arbitration board, we will choose a second attorney, and the two attorneys so chosen will select the third attorney to

serve on the arbitration board. The decision of the majority of the three attorneys will be binding on you and us, except as stated herein. You and we will share any expenses of arbitration equally; however, each party will be responsible for its own attorney fees.

### **Implied Consent**

By accepting this Program, you agree to allow your Participating or Network Attorney to provide certain information to us, including the frequency and nature of any contacts you have with them. This helps us monitor the quality of service for your benefit. They will not, however, be asked to provide any details of these contacts, other than the date, time and general nature of the contact, the time spent, the outcome, and any other information necessary for us to determine the extent of coverage.

### **Subrogation**

If you can seek legal fees elsewhere, you must. You agree to assign all rights of legal fee recovery to the extent of any and all of our payments under this Program. If an assignment is sought, you must cooperate with us.

### **Other Legal Representation**

If you are entitled to receive legal services or reimbursement for legal services from any other person, Program or organization, or could be as a matter of agreement or law (e.g. your auto or homeowners insurance) we will pay benefits under this Program only to the extent they are in excess of other Programs or policies which you have or could have.

### **Eligibility**

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

### **Program Conformed to Statute**

Any terms of this Program which are in conflict with the laws of the state where issued are amended to conform to its statutes. All other terms will remain in effect.



## **Notice of Claim, Proof of Expense Incurred and Payment of Claim**

If you obtain services from a Non-Network Attorney, you **MUST** send us a completed claim form and itemized billing within sixty (60) days of the date of service, **whether the matter is concluded or on-going**, or compensation for services will be denied. This means you should send interim statements no less than every 60 days. You can get a copy of the claim form at: [www.uslprotects.com/ccpoa](http://www.uslprotects.com/ccpoa) or by calling 888-724-2325.

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## **VII. CLAIMS AND PROCEDURES**

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If a request for benefits has been denied by the Program you can file a written claim with U.S. Legal Services. The writing should include the grounds on which the claim is based and any documents, records, written comments or other information that will support the claim. U.S. Legal Services shall make a determination on the claim within 90 days after the claim is received. However, if there are special circumstances that require additional time, U.S. Legal Services will provide written notice of the extension prior to the termination of the initial 90 day period. In such case, U.S. Legal Services shall make a determination within 180 days after the claim is received. If U.S. Legal Services denies the claim, in whole or in part, U.S. Legal Services will send a written notice explaining the reason(s) for the denial, including references to the specific Program provision(s) or policy upon which the denial was based. If the claim was denied because you did not furnish complete information or documentation, the notice will specify the additional materials or information needed to support the claim and an explanation of why such information or materials are necessary. The notice will also state how and when to request a review of the denied claim and will include a statement of your right to bring a civil action under section 502(a) following denial of the claim on appeal.

**Right of Appeal.**

Any person, whose claim that was filed in accordance with the procedure of this Section VII is denied in whole or in part, may appeal such denial by submitting to U.S. Legal Services a written request for review of the claim within 90 days after receiving written notice of such denial from U.S. Legal Services. The request for review must be in writing and shall set forth all of the grounds upon which it is based, all facts in support thereof and any other matters that you deem pertinent. You shall have the opportunity to submit written comments, documents, records, and other information relating to the claim. Upon request, and free of charge, you will be provided reasonable access to and copies of, all documents, records, and other information relevant to your claim that is not privileged or protected.

U.S. Legal Services shall act on each request for a review within 60 days after receipt thereof. However, if there are special circumstances that require additional time, U.S. Legal Services will provide written notice of the extension prior to the termination of the initial 60 day period. In such case, U.S. Legal Services shall make a determination within 120 days after the appeal is received.

U.S. Legal Services will both reverse the earlier decision and permit participation in the Program, or it will deny the appeal. In the event that U.S. Legal Services confirms the denial of the claim, in whole or in part, U.S. Legal Services shall give written notice of its decision to you. The notice shall set forth, in a manner calculated to be understood by you, the following information:

- (a) The specific reasons for the denial and the specific Plan provisions or policy on which the denial is based; and
- (b) A statement that, upon request, and free of charge, you will be provided reasonable access to and copies of, all documents, records, and other information relevant to your claim that is not privileged or protected; and
- (c) A statement of your right to bring a civil action

under section 502(a) of ERISA.

U.S. Legal Services may require you to submit (at your expense) additional information, documents or other material that it believes is necessary for the review.

U.S. Legal Services shall have the discretionary power and authority to establish such rules and procedures, consistent with the Plan and with ERISA, as it may deem necessary or appropriate in carrying out its responsibilities under this claims and appeals procedure.

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## **YOUR RIGHTS UNDER ERISA**

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As a participant in Family Defender Program which is provided as part of the CCPOA Benefit Trust Fund Supplemental Benefit Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### **Receive Information About Your Plan and Benefits**

Examine, without charge, at the CCPOA Benefit Trust Fund office, all documents governing the plan, including insurance contracts, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the CCPOA Benefit Trust Fund office, copies of documents governing the operation of the plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.

Receive a summary of the plan's annual financial report. The CCPOA Benefit Trust Fund is required by law

to furnish each participant with a copy of this summary annual report.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for plan participants ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate your plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### **Enforce Your Rights**

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the plan administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. If it should happen that plan fiduciaries misuse the plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about your plan, you should contact the plan administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the

Division of Technical Assistance and Inquiries,  
Employee Benefits Security Administration  
U.S. Department of Labor,  
200 Constitution Avenue N. W.  
Washington, D. C. 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

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## AMENDMENT

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### **USL FAMILY DEFENDER® ADDITIONAL SERVICES**

The following services are available to Plan Member at no additional cost:

- 1. 24 Hour Emergency Services:** In the event of being jailed or arrested, Plan Members will have access to legal providers after hours and weekends. Members will be assisted with non-emergency issues next business day and during normal hours of operations. The emergency contact phone number is (800) 356-LAWS.
- 2. “Do It Yourself” Legal Form Document Preparation:** Our simple and online process will enable consumers to complete their own legal documents preparation from the comfort of their home, without incurring the cost of an attorney or dealing with lengthy completion and delivery periods.
- 3. Free Will Preparation:** Plan Members will also have access to the interactive online will program that provides Plan Members with a resource to create their own will privately online. The Plan Member follows the prompts for the will format selected, building their own will, which they can then download/print, with complete instructions on proper signing and witnesses, so the will is valid.

### **FAMILY DEFENDER® ENDORSEMENT 1**

Under Section III Benefits, Item H, 1 through 8, shall have the following limitation:

Legal matters under coverage for Family Law shall be limited to twenty (20) hours during a calendar year.

Any legal services required beyond this limitation shall be rendered by the attorney at a 33 1/3% discounted rate.

## **RIDER SENIOR DEFENDER®**

### **I. INTRODUCTION**

In addition to the comprehensive legal services available through our other legal plans, this rider extends legal services in the specialized field of Elder Law to the Covered Individual. Elder Law attorneys will assist you with the many legal and other issues which confront seniors and retirees and parents of our members. Elder law attorneys can advise you on the laws in your state and assist you in all the coverage areas of Part I of the Benefits. Elder Law Attorneys could also be of assistance if your net worth or your asset structure is unusually complex. Your legal plan has contracted with this sector of the bar in anticipation of your specific needs in this area of law.

### **II. DEFINITIONS**

- 1. Plan** - the Senior Defender.
- 2. Member Application Agreement** - the agreement entered into by the person receiving the benefit.
- 3. Contribution** - the amount paid for services offered.
- 4. Attorney(s)** - any person properly licensed to practice law.
- 5. Plan Attorney** - one selected by U.S. Legal to provide legal service to the member.
- 6. Plan Member or Covered Individual** - Those persons designated in Part III.
- 7. Plan Administrator** - U.S. Legal Services, Inc.

### **III. PARTIES TO WHOM BENEFITS ARE AVAILABLE**

The legal benefits provided by the Plan shall be available to the Plan Member and spouse named in the

policy as it appears on the Declaration page. The Plan Member may also name in writing, one adult child or other adult care giver who may utilize the benefits on behalf of the covered Plan Member.

## **BENEFITS AVAILABLE**

### **PART I. ELDER LAW CONSULTATION**

This benefit entitles the member to consultations with a qualified Elder Law Attorney at no cost to the Plan Member during normal business hours at the telephone number listed on the Member's identification card. There shall be no limit to the number of free consultations per year under Part I. Such consultation shall be of sufficient length or duration in time, in the opinion of the attorney, to adequately respond to the member's inquiry. This benefit shall include but not be limited to consultation on the following areas:

- a. ELDER FRAUD, SCHEMES OR SCAMS** – perpetrated on Seniors including telephone, mail or other solicitation and to avoid becoming a victim of Fraud, Abuse, Schemes, Chicanery or other misleading ideas or deceptions.
- b. PLANNING FOR INCAPACITY** - including powers of attorney, living wills, health care surrogates, living trusts and forms of ownerships
- c. HEALTH CARE DECISIONS** - decisions by patient, decisions for incompetent patient, durable power of attorney, living wills, anatomical gifts.
- d. FINANCIAL PLANNING** - in order to save on income, gift and estate taxes, to adequately provide for family members, including developing and reviewing a financial plan, IRAs, C.D.s, annuities, life insurance, personal residence, health care benefits as well as retirement planning.
- e. DEBT & CONSUMER COUNSELING** - concerning problems with collections, debt and/or credit or credit reports.



f. **ESTATE PLANNING, WILLS, TRUSTS AND LIVING TRUSTS** - including planning for surviving spouse, planning for single person, including tax strategies and techniques.

## **PART II. HOW TO USE THIS PLAN**

To utilize any of the consultation benefits under Part I or to obtain a referral to an Elder law attorney under Part IV of this coverage and/or to determine the amount of the one- third reduction of a referral attorneys hourly rate, the Plan Member shall be entitled to call the Designated Plan Elder Law Attorney during normal business hours at the toll-free number shown on the Plan Member's identification card.

## **PART III. CLIENT ORGANIZER AND CHECKLIST**

A. By virtue of becoming a member of this plan you are entitled to receive a Client Organizer and Checklist. This document has been prepared for your use by attorneys who specialize in Elder law and Taxation. The areas of Elder law and Taxation cover a wide variety of issues that older Americans and their children must deal with and will serve as a quick reference by you of the foregoing summary of areas of the law that you are entitled to consult. This Organizer has been designed to achieve maximum efficiency. The Organizer is divided into general areas of law so as to be of its best help to you in evaluating your own circumstances and at the same time readily and efficiently allows you to be able to give to your attorney the information that he or she will need to advise you as best as is possible.

When you receive the organizer, please familiarize yourself with its contents and make arrangements to keep it permanently secured in a safe place where you would normally keep your other important records. This Organizer is best utilized prior to calling the attorney. When you need to discuss a problem or matter with your attorney, please refer to your Organizer and to the general area of concern that is reflected in the table of contents of the Organizer. Please review the questions therein and be prepared to give those answers to your attorney when you call.

**B. WILL & TRUST PLANNER** - Your membership in this plan also entitles you at no cost to receive a free Will & Trust Planner. This document has been prepared by our attorneys and will enable you to decide if you need a will or trust, or, whether you need to update or change an existing will or trust.

**PART IV. ADDITIONAL BENEFITS AVAILABLE**

In the event that after a consultation, as covered above, the Plan member and the attorney agree that there are additional legal services required or necessary in order to serve the member and in the event the member wishes to retain a Plan attorney for these additional services, then that Plan attorney shall reduce their hourly rate and the member shall be entitled to a reduction of 1/3 off the attorney's normal rate for those services.

**PART V. LEGAL SERVICES EXCLUDED**

**A.** Any controversy or proceeding between the administrator and any party to the Plan.

**B.** Any matter not specifically covered under Part I or Part IV herein.

**PART VI. GENERAL PROVISIONS**

It is expressly understood that all costs incident to any legal matter including, but not limited court filing fees, sheriff fees for service of summons or other process, deposition and discovery cost, fines, penalties, investigative fees, postage, costs of copying, long distance calls; or damages assessed will be borne and paid directly by the Plan Member.

Any Plan Member entitled to service under this Plan may choose another attorney in any case where a Plan Member prefers not to have representation by a Designated Attorney, but such use of non-Designated Attorney shall be at the member's expense.

In the event the attorney assumes responsibility over any matter where the receipt of legal fees is provided by statute, by contract, or by the nature of the claim, any attorney fees recovered shall be the property of the attorney.

An attorney-client relationship comes into being at such time as the Plan Member chooses to employ the services of an attorney in the law firm to which the Plan Member is assigned.

In the event Plan Member has need of legal services outside the area served by the Designated Attorney for the Plan Member, Plan Member should first contact Plan Administrator to determine the availability of another Plan Attorney in that area to conveniently and lawfully represent Plan Member. Such attorney or law firm, if there is one in the area, must be one that bears a similar contractual relationship with Plan Administrator as does the Plan Member's Designated Attorney.

The Plan Attorneys, for uses under Part IV, have already agreed in writing as to the amount of their hourly fee and this information and the amount of legal fee reduction may be obtained by the Plan Member upon inquiry.

The Plan Administrator, in the implementation of this plan, enters into agreements with numerous attorneys, who agree to provide stipulated services under the conditions contained in each type of agreement. In none of these instances does the Plan Administrator stand in the position of guarantor as to the honesty, proficiency, accuracy, or resourcefulness of the individual practitioner or firm of practitioners of law. Accordingly, if any attorney to whom a Plan Member takes the legal problem, performs or omits an act which may give rise to a claim for malpractice, the Plan Member's sole recourse is against the individual attorney or firm of attorney's handling that Plan Member's legal matter. Member has the right to file a grievance with the State Bar Association.

The Plan Administrator will in no way become involved or interfere with the firm's handling of those cases that may arise by reason of the attorney-client relationship entered into when a Plan Member brings a problem to an attorney. However, in the event of complaints from Plan Members, Plan Administrator will make an inquiry into the complaint or complaints. If it is determined that the firm or attorney has demonstrated

an inability to handle the needs of the Plan Member, arrangements will be made for the transfer of such Plan Member to another Designated attorney or law firm. Before any such action is taken, however, the attorney or firm will be given an opportunity to resolve the problem. If the Plan Member is unable to find a participating attorney willing to perform services covered or if attorney is disqualified or otherwise unable to perform the services, the Plan Administrator will select or appoint another attorney who bears a similar contractual relationship with the Plan Administrator to provide the covered services to the insured. If there is a disagreement between the policyholder and Plan Administrator concerning the grounds for demanding the above alternative benefit, then each party may select an impartial arbiter and their decision shall be binding on both parties. Additionally, should the Plan Member so choose, the Plan Administrator will act as mediator in the event of a dispute between the Plan Member and the attorney. This procedure shall be available to the plan member at no cost. Additionally, most state's Bar Associations have attorney fee dispute mechanisms that are available at no cost to the public.

Nothing in any of the Plan documents shall be deemed to interfere with a Bar Association's right to discipline attorneys for violation of any Bar Association Canon addressed to honesty, integrity, or fair dealing. The grievance resolution machinery contained herein addresses itself only to disputes between a Plan Member and an attorney involving issues other than legal ethics.

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## **PART VII. RESPONSIBILITIES OF THE PLAN ADMINISTRATORS AND PLAN ATTORNEYS**

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The obligation of Plan Attorneys providing services under this Plan shall be solely to their member-clients. Plan Attorneys shall maintain the confidentiality of the attorney/client relationship in accordance with the Code of Professional Responsibility.

Plan Attorneys shall refuse to provide services in any matter they believe to be clearly frivolous, without merit, or which would violate the Code of Professional Responsibility.

In the event that a member terminates membership in the Plan for any reason, or has membership revoked, the legal services provided to the member shall be ended. In such event, as to any active matters, the Plan Attorney involved shall complete the proceeding at the Member's expense, unless the Member does not desire to be further represented by the Plan Attorney involved or any other Plan Attorney.

In the event that a Member terminates membership or it is revoked and even though such Member does not have an active matter pending, or has not used any services of the Plan, such Member shall not be entitled to a refund of monthly membership fees previously paid. Likewise, should a Member discharge a Plan Attorney as to any active matter without terminating membership in the Plan, no refund shall be due. The entire basis of the Plan is to provide quality legal services at a low cost, and only by application of all fees collected can this be possible.

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## **PART VIII. TERMINATION PROVISION**

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The Plan Administrator reserves the right to cancel this contract for nonpayment of premium. If there is an unearned premium, it will be returned within ten (10) days of the effective cancellation date.

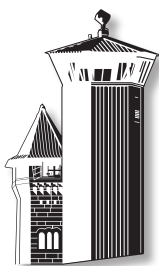




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