

# Family Defender Program



## Plan Document and Summary Program Description

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



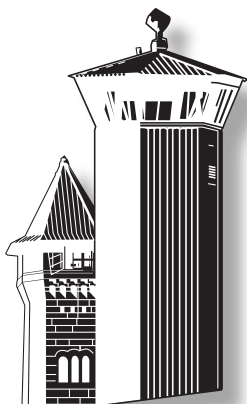
**U.S. LEGAL**  
**SERVICES**

1974



Effective September 15, 2017





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

**SUMMARY PROGRAM  
DESCRIPTION  
AND PLAN DOCUMENT**

Updated:  
**September 15, 2017**

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

## Certificate of Coverage

### Group Legal Services Family Policy of Insurance California

A Group Legal Services Family Policy of Insurance has been provided by Technology Insurance Company.

Administrative services under the Policy are provided by U.S. Legal Services®.

This Certificate states that the Covered Persons are insured for the legal services benefits as described. Coverage is subject to the provisions of this Certificate and the Policy. This Certificate is issued to You. It includes the terms and provisions of the Policy that describe the coverage. Please read it carefully.

The following is an outline of the content of this Certificate:

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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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## **SECTION I - DEFINITIONS TO HELP UNDERSTAND THE COVERAGE**

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Defined terms will have the meaning specified whenever they appear with capitalization. The plural use of a term defined in the singular form will share the same meaning.

**Administrator:**

Refers to U.S. Legal Services®.

**Attorney:**

A person licensed to practice law in his or her state and authorized to perform legal functions.

**Attorney Fee:**

The **Reasonable and Customary Amounts** billed by an **Attorney**. This will be for time spent providing services.

**Certificate:**

Document issued to each **Participating Employee** outlining coverage.

**Covered Legal Services:**

Services listed in Section IV - Services That Are Covered and not excluded.

**Covered Person:**

Each of the following:

- (a) A **Participating Employee**.
- (b) A **Participating Employee's** spouse.
- (c) The unmarried dependent children of either the **Participating Employee** or the **Participating Employee's** spouse under the age of 19 who reside in the household of a **Participating Employee**.
- (d) The unmarried dependent children of either the **Participating Employee** or the **Participating Employee's** spouse under the age of 23 if a full time student.

**Declarations Page:**

Document issued to the **Policy Holder** that discloses information pertinent to the coverage.

**Effective Date:**

At 12:01 a.m. EST., the date this **Policy** takes effect.

**Eligible Employees:**

Anyone employed by the **Policy Holder**.

**Legal Issue:**

A disagreement between the **Covered Person** and any other person or entity regarding legal rights with respect to personal or business activities.

**Out of Network Benefit:**

The amount paid to the Insured for reimbursement when contracting with an **Attorney** other than a **Policy Attorney**.

**Participating Employee:**

An employee of the **Policy Holder** that has enrolled, paid and possesses a valid **Certificate**.

**Participation Fee:**

The charge paid to be a **Participating Employee**.

**Policy:**

Group Legal Services Family **Policy** of Insurance.

**Policy Attorney:**

A law firm or **Attorney** contracted by the **Administrator**.

**Policy Holder:**

The person or entity to whom the **Policy** is issued and whose legal name appears in the **Declarations Page**.

**Policy Year:**

The 12-month period between the **Policy's** anniversary dates, based on the **Policy Certificate's Effective Date**.

**Pre-existing:**

Taking place prior to the **Effective Date**.

**Reasonable and Customary Amount:**

The number of hours or dollars required for performing like services in like conditions.

**Trial:**

A judicial examination and determination of issues between parties to action. **We, Us, and Our** Refer to Technology Insurance Company.

**You and Your:**

Refer to the **Participating Employee**.

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## **SECTION II - REQUIREMENTS FOR COVERAGE**

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**You** must be enrolled. **You** must authorize the payment of the **Participation Fee**. The Fee will be deducted automatically from **Your** pay. This Fee may change on the renewal date of the **Policy**.

Each time **You** enroll **You** are agreeing to participate for the balance of the **Policy Year**. **You** will be automatically enrolled in subsequent **Policy Years** unless **You** elect not to. A person who becomes **Your** spouse or dependent will be covered, beginning on the date he or she becomes **Your** spouse or dependent, subject to the conditions contained within the **Policy**.

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## **SECTION III - HOW THE GROUP LEGAL SERVICES POLICY WORKS**

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To obtain the Covered Legal Services, a Covered Person must contact the Administrator. Please be prepared to explain the matter. The representative who answers the call will:

- Determine whether and to what extent there is coverage.
- Give the telephone number(s) and location of the Policy Attorney(s) most convenient.
- Answer questions about the coverage.

The telephone number is 1-844-896-LAWS (5297).

**Attorney Selection**

You may request to be assigned to a **Policy Attorney** of **Your** choosing, provided that the **Policy Attorney** is open to accept the case.

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## **SECTION IV - SERVICES THAT ARE COVERED (SEE LIMITATIONS AND EXCLUSIONS)**

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The following services will be provided to **Covered Persons** by **Policy Attorneys** where not specifically excluded:

### **A. Advice and Consultation:**

1. **Office and Telephone Consultation:** This service gives the opportunity to discuss with a **Policy Attorney** personal legal problems. The **Policy Attorney** will explain the **Covered Person's** rights under the law, point out his or her options and recommend a course of action. If representation is recommended, but is not covered, the **Policy Attorney** will provide a written fee statement in advance. The **Covered Person** may choose whether to retain the **Policy Attorney** at his or her own expense, seek outside counsel, or do nothing.

[Out of Network Benefit: \$50 per consultation]

### **B. Consumer-Seller Protection:**

1. **Consumer Protection Matters:** This service covers the **Covered Person** as Plaintiff for representation. Includes Trial\*\*, in disputes over consumer goods and services. It covers correspondence, filing of suit, ending in settlement or judgment and Trial\*\*, if needed. [Out of Network Benefit: \$100]\*\*\*

2. **Personal Property Protection:** This service covers counseling of the **Covered Person** on a personal property issue. It covers correspondence, filing of suit, ending in settlement or judgment and Trial\*\*, if needed. [Out of Network Benefit: \$750]\*\*\*

### **C. Personal Injury/Contingency Fee:**

This services includes auto accidents, medical malpractice and similar causes of action. In the event the **Policy Attorney** assumes responsibility over a 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 **Policy Attorney**. If the case is one which is to be handled according to contingent contract, the first \$1,000 shall be exempt from any fee. The **Policy**

**Attorney** will represent the **Covered Person** under a contingent fee arrangement where the contingent fee cannot exceed 25% of the net recovery if resolved before or after **Trial\*\***, or cannot exceed 30% of the net recovery if resolved only after appeal. Net recovery and Contingency fee terms will be defined by the **Attorney Fee** agreement between the **Policy Attorney** and the Insured. If such fees are controlled by Federal or State Statute, the terms of the statutes shall control.

**D. Criminal Matters:**

1. **Misdemeanor Defense:** This service covers representation of **Covered Persons** in defense of criminal misdemeanor charge(s) including first offense DUI/DWI. Representation includes court hearings, and disposition through **Trial\*\***. **[Out of Network Benefit: \$300]\*\*\***

2. **Habeas Corpus:** This service covers the **Covered Person** of all the preparation of all paperwork needed. Includes attendance at the hearing to pursue a habeas corpus proceeding to obtain the release of a **Covered Person** who is being unlawfully imprisoned. **[Out of Network Benefit: \$500]\*\*\***

**E. Domestic Violence:**

1. **Domestic Violence Defense:** This service covers representation for **Covered Persons** in defense of domestic violence charge(s). Representation includes court hearings, injunction hearings, restraining orders, and disposition where the **Covered Person** is the defendant. **[Out of Network Benefit: \$300]\*\*\***

**F. Civil Lawsuits:**

1. **Administrative Hearing Representation:** This service covers the **Covered Person** in defense of civil proceedings or adverse government action before a municipal, county, or state administrative board, agency or commission only.

2. **Civil Actions as Defendant:** Representation of a **Covered Person** as a named defendant in a personal civil action including representation through **Trial\*\***. **[Out of Network Benefit: \$750]\*\*\***

**G. Document Preparation and Review:**

1. **Demand Letters:** This service covers the preparation of letters that demand money, property or other personal interest of the **Covered Person**.

2. **Document Review:** This service covers the review of any personal legal document of the **Covered Person**.

This service covers the preparation of personal legal documents including:

3. **Prenuptial Agreement.**

4. **Quit Claim Deed.**

5. **Personal Affidavit.**

6. **Promissory Note.**

7. **Bill of Sale.**

8. **Personal Contract.**

9. **Lessee Agreement.**

[Out of Network Benefit: \$30]\*\*\*

**H. Estate Planning Documents:**

1. **Estate Planning:** The **Policy Attorney** will provide consultation and advice concerning the planning of the **Covered Person's** estate.

[Out of Network Benefit: \$50]

2. **Living Wills:** This service covers the preparation of a living will for the **Covered Person**.

[Out of Network Benefit: \$25]

3. **Powers of Attorney:** This service covers the preparation of any power of **Attorney** when the **Covered Person** is granting the power.

[Out of Network Benefit: \$25]

4. **Wills and Codicils (including Simple Support Trust for Minor Children):** This service covers the preparation of a simple will for the **Covered Person**. The creation of a simple testamentary trust is covered. This benefit includes the preparation of codicils and will amendments. [Out of Network Benefit: Individual Will \$100; Husband/Wife Will \$125; Codicil \$50]

**5. Estate Administration:** Assistance in administering the **Covered Person's** estate. Includes the applicable property transfers and court appearances. This benefit specifically excludes services for which **Attorney Fees** are collectable from the **Covered Person's** estate. [**Out of Network Benefit: \$275**]\*\*

**I. Family Law:**

Representation for the **Participating Employee** or spouse for family law matters including:

- 1. Divorce (Contested and Uncontested).**
- 2. Child Support. (As respondent only)**
- 3. Child Custody. (As respondent only)**
- 4. Spousal Support.**
- 5. Equitable Distribution of Marital Assets.**
- 6. Modification Actions. (As respondent only)**
- 7. Enforcement Actions. (As respondent only)**
- 8. Annulments.**
- 9. Paternity Action.**

[**Out of Network Benefit: \$600**]\*\*

**J. Adoption and Legitimization:**

This service covers all legal services and court work in a state court for adoption and/or Legitimization of a child for the **Participating Employee** and/or Spouse. Includes reformation of a birth certificate. [**Out of Network Benefit: Uncontested \$300; Contested \$600**]\*\*

**K. Guardianship or Conservatorship:**

This service covers establishing an uncontested guardianship or conservatorship over a person and his or her estate when the **Covered Person** is appointed guardian or conservator. This does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting. [**Out of Network Benefit: Uncontested \$200**]\*\*

**L. Name Change:**

This service covers the **Covered Person** for all needed pleadings and court hearings for a legal name change.

Limited to one per year per **Covered Person**. [Out of Network Benefit: \$200]\*\*\*

**M. Insurance Law:**

Representation in disputes between a **Covered Person** and a **Covered Person's** insurance company regarding the non-payment of claims for losses incurred by the **Covered Person**. [Out of Network Benefit: \$100]\*\*\*

**N. Real Estate Transactions:**

This service covers the review or preparation, by a **Policy Attorney** representing the **Covered Person**, of all relevant documents (including the documents for a new home, the purchase agreement, mortgage and deed), which are involved in the purchase or sale of the **Covered Person's** primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of a **Policy Attorney** at closing. It does not include services provided by any **Attorney** representing a lending institution or title company. [Out of Network Benefit: Sale of Primary Residence \$200; Purchase of Primary Residence \$200; Refinance of Primary Residence \$50]\*\*\*

**O. Landlord/Tenant Law:**

Legal Disputes as a tenant with the landlord involving the occupancy of **Your** primary residence. Includes eviction defense. [Out of Network Benefit: \$100]\*\*\*

**P. Traffic Violations:**

Representation for non-criminal moving traffic violations which carry points. [Out of Network Benefit: \$100]\*\*\*

**Q. Financial Matters:**

**1. Debt Collection Defense:** This benefit provides the **Covered Persons** with a **Policy Attorney's** services to limit creditor harassment. Provides representation in defense of any action for personal debt collection, foreclosure of homestead, and determining head of household in garnishment suit.\*\* [Out of Network Benefit: \$750]\*\*\*

**2. Personal Bankruptcy:** This service covers the **Participating Employee** and spouse in personal



non-business Bankruptcy. Includes initial advice through filing of a Chapter 7 Final Report or Confirmation of a Chapter 13 Plan. This service is not available if the creditor is affiliated with Your employer or spouse chooses to reaffirm that specific debt. This service is not convertible. [Out of Network Benefit: \$400]\*\*\*

**R. Juvenile Matters:**

**Juvenile Court Defense:** This service covers the defense of a Covered Person in any juvenile court matter.\*\* [Out of Network Benefit: \$400]\*\*\*.

**S. Immigration:**

**1. Visa Extensions:** Defined as application for extension of an existing visa where the Covered Person is eligible for said extensions. [Out of Network Benefit: \$350]\*\*\*

**2. Naturalization:** Defined as advice, consultation, preparation and filing of applications for naturalization before the United States Bureau of Citizenship and Immigration Services. [Out of Network Benefit: \$350]\*\*\*

**3. Deportation (Now Known as Removal):** Appearance before the U.S. Immigration Court to provide Covered Persons with Defense of Removal actions and/or applications for Relief from Removal before the Immigration Judge. [Out of Network Benefit: \$350]\*\*\*

**4. All Immigration Matters Not Listed Above:** All other immigration matters to be provided to Covered Persons at 33 1/3% off Policy Attorney's normal rate or fees.

**T. Business Law:**

Preparation of legal documents for formation of one corporation, partnership or other business entity per year per Policy. [Out of Network Benefit: \$100]\*\*\*

**U. All Other Legal Matters:**

Except as provided herein above or excluded herein below, Policy Attorneys will provide legal representation

for all other limited, **Pre-existing** or non-covered legal matters at 33 1/3% off their normal rates or fees.

**\*\*Trial Indemnity Benefits:** \$50 per hour up to \$600 and **Trial** time (\$200 per ½ day for **Trial** time) up to \$15,000.

**\*\*\*Out of Network Benefit:** \$50 per hour up to amount stated in **Policy**.

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## **SECTION V - LIMITATIONS AND EXCLUSIONS**

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### **1. Limitations**

**Policy Attorneys** will provide legal representation for 33 1/3% off their normal rates or fees if any of the following are present:

- A. Legal matters under coverages for Family Law (where the **Covered Person** is the petitioner), Foreclosure and Bankruptcy during the first 120 days from the **Effective Date** of the **Policy**.
- B. Legal matters under coverages for Family Law that have exceeded twelve (12) hours per event or exceeded twelve (12) hours during a **Policy Year**.
- C. Actions as Plaintiff for the following family law matters: child support, child custody, modification actions, and enforcement actions.
- D. Coverage for a DUI/DWI that is not the **Covered Persons'** first DUI/DWI offense.
- E. Preparing, completing, or filing of a federal, state, or local tax return, tax law, or tax planning for wills and/or trusts.
- F. Felony crimes.
- G. Interventions and amicus curiae.
- H. Appellate proceedings of any nature.

I. Duplication of services previously claimed in relation to the same matter.

J. Legal proceeding in which the **Covered Person** is entitled to legal representation or reimbursement for the costs thereof from any source other than this **Policy** or another legal expense **Policy**.

K. Legal services received or contracted for prior to the **Effective Date**. Legal incident occurring prior to the **Effective Date**.

L. Legal representation regarding a matter arising out of or in connection with a business venture or investment matter. Includes trademark, patent or copyright matters, except as specifically covered under this **Policy**. Legal services which ordinarily would be deductible under the Internal Revenue Code as a business expense. Including but is 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 such property; or business transactions; or farm transactions; or like transactions.

M. Legal services pertaining to timeshares, vacation property, or refinancing of a second home.

N. Non-court ordered depositions and arbitrations.

O. Reinstatement of **Your** license after knowingly driving on a suspended license and/or representation on a violation received for knowingly driving on a suspended license.

P. Negotiations for any matters described in Section IV - Services That Are Covered herein that have exceeded two (2) hours, excluding paragraph I.

Q. Legal services for post-judgment matters other than those described in Section IV - Services That Are Covered paragraph I herein.

R. Legal services for camera initiated violations referred to as a red light ticket. Toll violations, parking tickets, sound violations, equipment violations, window tinting violations and any other such non-pointable violations.

S. Civil actions as Plaintiff.

## 2. Exclusions

We will not provide legal representation for the following circumstances:

A. Coverage in Federal Courts of the United States except for Personal Bankruptcy and Immigration provided herein.

B. Actions or disputes between **You** and **Your** employer, or **Your** employer's insurance carrier, unions, **Policy** underwriter or any other party not covered.

C. Class action lawsuits.

D. Fines, penalties, court-ordered payments of **Attorney Fees**, court costs, service of process fees, travel, clerical, postage, and any other costs and expenses not specified under Section VI - Services That Are Covered.

E. Any action, dispute or proceeding against **Our** interest, or that of **Our** affiliated companies, the underwriter(s) of the **Policy**, or any of **Our** or their agents, **Policy Attorneys**.

F. Legal services for the benefit of any person other than a **Covered Person**.

G. Legal services for the **Covered Person(s)** other than the **Participating Employee** against the interests of another **Covered Person** under this **Policy**.

H. Except as provided for in this **Policy**, a matter arising out of or in connection with **Your** employment, past or present. Includes but is 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, workers' compensation matters, and unemployment compensation matters.

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## **SECTION VI - EFFECTIVE DATE, RENEWAL, CANCELLATION, REINSTATEMENT AND CONVERSION**

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### **A. Cancellation**

Provided **Your** Premium and any applicable fees have been received by **Us**, this **Policy** is effective upon the **Effective Date**, and will renew automatically on its anniversary without further notice and will continue to renew thereafter, unless:

1. Written notification of cancellation is Received by **Us**: (i) within 30 days of the **Effective Date**, or (ii) after 30 days from the **Effective Date**, together with any unpaid administration fees; or
2. **We** provide **You** with 30 days' written notice of cancellation; or
3. **You** don't pay **Us** promptly.

If **You** paid **Us** any Premium in advance, **We** will return the unearned portion to **You** (less administrative fees, if any). Earned Premium will be calculated as if **You** had paid **Your** Premium on a monthly basis. If **Your** **Policy** is lapsed because **You** didn't pay **Your** Premium, **You** may reinstate it by paying **Your** Premium and any fees owed. If **You** do this within 30 days of the date **Your** **Policy** otherwise would have been canceled, it will be reinstated as it had never lapsed. Otherwise, **You** may choose to buy a new **Policy**, provided **Your** payments due under this or any other **Policy** are paid in full.

### **B. Conversion to Other Policy**

The **Policy Holder** may convert this **Policy** to an individual **Policy** when no longer qualified as an employee or member of the sponsor who offered this **Policy** to him/her. The **Policy Holder** must notify **Us** within 30 days of non-renewal to make arrangements for Premium payment. The **Policy Holder** may also

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

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## **SECTION VII - OTHER IMPORTANT INFORMATION**

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### **A. Attorney Independence**

**Policy Attorneys** are not **Our** agents or employees. We are not liable to a **Covered Person** for an act of a **Policy Attorney** or any other **Attorney**. We are not liable to a **Covered Person** for the failure to act or omission of a **Policy Attorney** or any other **Attorney**. We will not interfere with the attorney- client relationship between a **Covered Person** and their **Policy Attorney**. In the event a **Covered Person** is not satisfied with a **Policy Attorney** or a **Policy Attorney** performs or omits an act, which may give rise to a claim for malpractice, a **Covered Persons** sole recourse will be against the **Policy Attorney** handling the case. Nothing in this **Policy** shall be deemed to interfere with the Bar Association's or the court's right to discipline **Attorney(s)**.

### **B. Dispute Resolution**

If a dispute arises between **You** and **Us**, all parties agree to use their best efforts to resolve such dispute amicably. If **We** cannot reach a 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**. We will choose a second **Attorney**. The two **Attorneys** so chosen by **You** and **Us** will select the third **Attorney**. The decision of the majority of the three **Attorneys** will be binding on all parties. Expenses of arbitration will be shared equally. Each party will be responsible for their own **Attorney Fees**.

The dispute resolution process described here will not be allowed to infringe upon the attorney-client relationship between **Policy Attorneys** and their **Covered Person** clients.

### **C. Claims Processing Consent**

Each **Covered Person** agrees to allow their **Policy Attorney** to provide information to **Us** or **Our Administrator**. This includes the frequency and general nature of a contact the **Covered Person** has with them for the purpose of processing a claim. They will not be asked to provide any details of these contacts. They will be asked to provide the date, time, and general nature of the contact, the time spent, the outcome, and any other information needed for **Us** to determine the extent of coverage.

### **D. Other Insurance, Subrogation, Transfer of Rights of Recovery Against Others to Us**

If a **Covered Person** is entitled to receive services or reimbursement for services from any other person, **Policy**, organization, or insurance **Policy** (e.g. auto or homeowners insurance), **We** will pay benefits under this **Policy** only to the extent they are in excess of other plans or policies.

In the event of a payment in this **Policy**, **We** will be entitled to the **Covered Person's** rights of recovery against any person or organization. The **Covered Person** agrees to assign all rights of recovery to **Us**. If an assignment is sought, the **Covered Person** must cooperate with **Us** to secure such rights.

### **E. Attorney Discretion**

**Attorneys** shall have the obligation to decline the representation of any **Covered Person** where the matter presented is deemed by the **Attorney** to be frivolous, false, or without merit. Likewise, if a conflict has developed between **Attorney** and **Covered Person(s)** to the extent that **Attorney** cannot in good faith or pursuant to the Code of Professional Responsibility continue to represent said **Covered Person(s)**.

### **F. Out of Network Claims**

If a **Covered Person** wants to obtain legal services for a **Covered Legal Service** from an **Attorney** other than a **Policy Attorney** and utilize the **Out of Network Benefit**, the **Covered Person** must contact **Us** or **Our Administrator** first. The **Covered Person** must send **Us** or **Our Administrator** a completed claim form and itemized billing within ninety (90) days of the date of service, whether the matter is concluded or on-going, or reimbursement for **Covered Legal Services** will be denied. This means the **Covered Person** should send interim statements no less than every ninety (90) days.

### **G. General**

The **Covered Person's** have the right to make a complaint to the state bar association about the conduct of a **Policy Attorney**. If a **Covered Person** has a question or concern about the service they have received, please call the **Administrator** at 1-844-896-LAWS (5297).

Nothing contained in this **Certificate** is intended to interfere with a **Covered Person's** freedom of choice in the selection of an **Attorney** or with the **Attorney-client** relationship.



## FORMS & ENDORSEMENTS

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### ENDORSEMENT E-1

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This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance

Group Legal Services Family Policy of Insurance

Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following subsection under “Limitations” is deleted from the **Policy**:

Legal matters under coverages for Family Law (where the Insured is the petitioner), Foreclosure and Bankruptcy during the first 120 days from the **Effective Date**.

LS990003 0215

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## ENDORSEMENT E-5

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This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance

Group Legal Services Family Policy of Insurance

Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following is added as a coverage to the Policy:

### **ELDER LAW:**

1. This benefit entitles the Insured to consultations with a qualified Elder Law **Policy Attorney** for their or their spouses' parents at no cost to the Insured. There shall be no limit to the number of free consultations per year. Such consultation shall be of sufficient length or duration in time, in the opinion of the **Policy Attorney**, to adequately respond to the Insured's inquiry. This benefit shall be limited to consultation on the following areas:

a. **Elder Fraud, Schemes or Scams:** Perpetrated on Senior's 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 ownership.

c. **Health Care Decisions:** Decisions by patient, decisions for incompetent patient, durable power of attorney, living wills, and anatomical gifts.

d. **Financial Planning:** In order to save on income, gift and estate taxes, to adequately provide for family members, including development and reviewing a financial plan. IRA's, 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.

2. Preparation of an individual Simple Will, Codicil or change in individual Simple Will, Living Will and/or Advanced Care Directive and Durable Power of Attorney. **[Out of Network Benefit: \$100]\*\***

LS990005 0215

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**ENDORSEMENT E-35**

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This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance

Group Legal Services Family Policy of Insurance

Certificate of Coverage – Group Legal Services Family Policy of Insurance

Subsection 1.B. under “Limitations” is deleted and replaced as follows:

Legal matters under coverages for Family Law that have exceeded twenty (20) hours per event or exceeded twenty (20) hours during a Policy Year.

LS990028 0317

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**ENDORSEMENT E-36**

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This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance

Group Legal Services Family Policy of Insurance

Certificate of Coverage – Group Legal Services Family Policy of Insurance

The definition of **Insured**, is modified to include the following:

Participating Employee’s legal spouse or domestic partner

If applicable as respects the “Certificate of Coverage”, the term **Insured** is replaced with **Covered Person**.

LS990029 0317

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**ENDORSEMENT E-37**

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This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance

Group Legal Services Family Policy of Insurance

Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following is added as a coverage to the **Policy**:

**Wills and Codicils:**

**Policy Attorneys** will provide legal representation for preparation of a complex will for the **Insured**.

LS990030 0317

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**ENDORSEMENT E-38**

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This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance

Group Legal Services Family Policy of Insurance

Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following is added as a coverage to the **Policy**:

**Revocable Living Trust:**

**Policy Attorneys** will provide legal representation for preparation of a Revocable Living Trust document including A/B revocable trust, 2 Durable Powers of Attorney for Financial Management, 2 Advanced Care Directives, 2 Pour-Over Wills, Bill of Sale and 2 Transfer Deeds.

LS990031 0317

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**ENDORSEMENT E-39**

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This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance

Group Legal Services Family Policy of Insurance

Certificate of Coverage – Group Legal Services Family Policy of Insurance

The **Trial** Indemnity Benefits section under Coverages is deleted and replaced as follows:

**\*\*Trial Supplement:** In addition to fees indicated for **Trials**, We will pay one half of the **Policy 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.

LS990032 0317



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**ENDORSEMENT E-40**

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This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance

Group Legal Services Family Policy of Insurance

Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following is added to the Family Law coverage:

Representation for the **Participating Employee** or spouse as Petitioner and Respondent.

If applicable as respects the “Certificate of Coverage”, the term **Participating Employee** is replaced with **Policy Holder**.

LS990033 0317

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**ENDORSEMENT E-41**

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This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance

Group Legal Services Family Policy of Insurance

Certificate of Coverage – Group Legal Services Family Policy of Insurance

Subsection P. is deleted from the Limitations and Exclusions section.

LS990034 0317

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## ENDORSEMENT E-42

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This endorsement modifies insurance provided under the following:

Legal Services Family Policy of Insurance

Group Legal Services Family Policy of Insurance

Certificate of Coverage – Group Legal Services Family Policy of Insurance

The following is added as a coverage to the Policy:

### **A. CCW Benefit**

Members shall be entitled to legal representation for administrative and criminal actions brought against them resulting from a self defense incident involving a duly licensed and in good standing concealed carry weapon permit.

Representation will include securing legal services from one of Our **Policy Attorneys**.

To be entitled to these services from **Us You** must have a valid State Concealed Weapon Permit issued. It is **Your** responsibility to maintain the eligibility to carry a concealed weapon by meeting the training requirements set forth by the state in which the permit was issued.

**We** will provide legal representation and pay legal fees associated with a use of force incident, however, **You** will be responsible for any monetary judgments or fines rendered against **You**.

(Subject to limitations as described below).

### **B. Covered Incidents:**

1. Shooting and/or occurrence in a location that recognizes **Your** concealed carry permit or firearm license.

2. Use of deadly force in any location that recognizes **Your** permit(s) or license(s).

3. 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. Administrative action resulting from the use of force incident taken against **Your** concealed weapon license in the state which issued **Your** license.

**C. Exclusions and Limitations:**

1. Representation will not be provided if the use of force incident is an intentional and/or criminal event.
2. Service will not be provided if **You** are 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 **Your** system, or **You** have been publicly consuming alcohol, illegal drugs, or prescribed medications that may alter one's judgement.
3. **We** 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 **You** against **Your** current or former family member, household or dating relationship, defined by the applicable state law.

**D. The following services are available to CCPOA members:**

1. Up to 25 Hours of Legal Representation of the above described Administrative Law Matters including:
  - a. Skelly Hearing
  - b. State Personnel Board (SPB)- California Only

After 25 hours **You** will be billed directly at the discounted rate of 33 1/3% off of the attorneys normal hourly rate.

2. Up to 100 Hours Representation for Defense of the above described Civil and Criminal Matters pretrial and trial in a court of competent jurisdiction, not including other felony charges other wise covered under the plan.

After 100 hours **You** will be billed directly at the discounted rate of 33 1/3% off of the attorneys normal hourly rate.

LS990035 0317

## FINANCIAL COACHING

### **Purpose:**

To provide you and your eligible family members with financial referrals to top rated financial professionals.

### **Benefits:**

- **Financial Consultations** - Each member is entitled to no cost telephonic consultation with staff model financial counselors. Typical matters include credit counseling, debt and budgeting assistance, tax planning, retirement and college planning questions. These services are provided by seasoned financial professionals and licensed CPA's. Telephone consultations are generally limited to thirty minutes per issue.

*Examples of the types of matters for which you may use this program include:*

- Budgeting
- Mortgages/Foreclosure
- Debt
- Retirement
- Credit
- College Funding
- Bankruptcy
- Taxes
- Garnishments
- And much more

- **Tax Preparation and Consultation Component** - Members are entitled to receive a 30-minute income tax planning related consultation per year on each separate tax issue they encounter. Preparation of all personal income tax documents are prepared by a CPA at a preferred rate reduction of 25% from the CPA's normal fee.

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## HOW TO USE THE PLAN

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To utilize this benefit, simply call **1-866-262-5793**. If you call between the hours of 9:00AM to 8:00PM Monday through Friday EST, you will be assisted by a trained Financial Coach. If you call during evening hours or on weekends, you will be connected to the answering service and will be able to reach an attorney in the case of an emergency.

FINANCIAL COACHING

01/2015

## **ADDENDUM A**

### **IDENTITY DEFENDER FRAUD RESOLUTION & ID THEFT PREVENTION PROGRAM**

Welcome to the growing number of individuals and families who are benefiting from the extensive scope of identity theft services that are provided through this unique program. Now, you can finally enjoy the peace of mind afforded by knowing that you will have proper representation when confronted with identity theft issues.

The **Fraud Resolution Program** is a confidential and easily accessible service that provides an administrative structure for dealing with Identity Theft. By simply contacting customer service, a member will receive a **free 60 Minute Telephonic Consultation** with a trained and experienced Fraud Resolution Specialist (FRS), who is a highly trained specialist available to listen to your issues, answer your questions, and assist members with restoring their identity and good credit.

When a member calls to inform the FRS of an Identity Theft event, the FRS will conduct the following **seven emergency response activities**:

1. Provide the member with a “Uniform ID Theft Affidavit,” answer any questions with regards to completing the affidavit and counsel the member on submitting the affidavit to the proper authorities, credit bureaus and creditors.
2. Furnish the member with separate fraudulent account statements for itemizing each fraudulent occurrence and advising the members on where to submit the statements.
3. Direct the member on where to report the fraudulent activity and how to notify the local and federal authorities, and the fraud department of their creditors.



4. Furnish the member with the contact information for the three major credit reporting agencies.
5. Advise the member on how to obtain a “free copy” of their credit report and how to place a “Fraud Alert” on their credit record.
6. Provide the member with an “ID Theft Emergency Response Kit™”.
7. Educate the member on how identity theft occurs and inform the member of protective measures to take to avoid further ID theft occurrences.

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## HOW TO USE THE PLAN

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To utilize this benefit, simply call **1-866-262-5793** between the hours of 9:00AM to 8:00PM Monday through Friday EST and you will be connected with a trained Fraud Resolution Specialist. If you call during evening hours or on weekends, you will be connected to the answering service and will be able to reach an attorney in the case of an emergency.

ADDENDUM A/ID THEFT A  
01/2015

## **ADDITIONAL FREE 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 1(800)356-5297.

**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.

ADDITIONAL FREE SERVICES

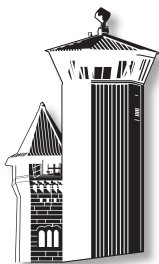
01/2015



# We've Got You Covered.

## 1-800-In-Unit-6

1-800-468-6486



### CCPOA Benefit Trust Fund

2515 Venture Oaks Way, Suite 200  
Sacramento, CA 95833-4235

[www.ccpoabtf.org](http://www.ccpoabtf.org)