

PRE-PAID LEGAL SERVICES



# LEGAL PLAN

*Powered by the*  
**Benefit Trust Fund**

**ACTIVE**

*Partnered with:*



**MetLife**

**CERTIFICATE OF COVERAGE:  
ACTIVE MEMBERS**



**CCPOA  
Benefit Trust Fund**

Effective: January 1, 2026

**OREGON RESIDENTS** – Please note, the State of Oregon requires separate documents for Oregon situs. Please contact MetLife for Oregon specific documents.

**FRAUD NOTICE** – *For your protection California law requires the following to appear on this form:* Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.



**LEGAL SERVICES PLAN**  
of the  
**CALIFORNIA CORRECTIONAL PEACE  
OFFICERS ASSOCIATION BENEFIT TRUST FUND**

**CERTIFICATE OF COVERAGE:  
ACTIVE MEMBERS**

Updated:  
January 1, 2026



This Benefit Trust Fund program is governed by the BTF Supplemental Benefit Plan 503. A copy of this plan may be downloaded from our website: [ccpoabtf.org](http://ccpoabtf.org).

You can ask for a paper copy of the Trust's plans or programs at any time, even if you have agreed to receive the notice electronically. The Trust Administrator will provide you with a paper copy promptly.

## **LEGAL SERVICES PLAN CERTIFICATE OF COVERAGE**

You can count on Metropolitan to help provide You with the insurance protection You need.

This Legal Services Plan is insured by Metropolitan General Insurance Company, a Rhode Island company with its principal place of business at:

700 Quaker Lane

Warwick, Rhode Island, 02886.

Administrative services are provided under the policy by MetLife Legal Plans, Inc. (“MetLife Legal Plans”), a Delaware Corporation and an affiliate of Metropolitan General Insurance Company. Any reference to MetLife Legal Plans is as the Administrator of the Plan.

To obtain Covered Legal Services, contact MetLife Legal Plans through its internet web site, by phone or by mail. In this certificate You’ll find information about Your Legal Services Insurance coverage. We hope that You will take the time to read this information carefully. It is important to You.

This certificate certifies that You, and if Dependent coverage is in effect, Your Dependents, are insured for the legal services benefits described in this certificate, subject to the provisions of this certificate. This certificate is issued to You under the Group Legal Services Policy and it includes the terms and provisions of the Group Legal Services Policy that describe Your insurance. Please read this certificate carefully.

*Metropolitan General Insurance Company  
700 Quaker Lane, Warwick, RI 02886*

A complete list of the Trust Administration, Board Members and Legal Contacts can be found on our website: [www.ccpoabtf.org](http://www.ccpoabtf.org)

Contact the Trust Fund Office if you have any questions.

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## DEFINITIONS TO HELP YOU UNDERSTAND THE PLAN

It is important for You to know that whenever the following terms are used in this certificate with the first letter capitalized, they will have the meanings described below. The plural use of a term defined in the singular will share the same meaning. In addition, other defined terms can be found in the Declarations Pages attached to this certificate.

**Policyholder** means the Policyholder listed in the Declarations Pages.

**Covered Legal Services** means those legal services listed in the Declarations Pages and described in the Covered Legal Services Schedule.

**Participant** means a Plan Member, and if Dependent coverage is in effect, such Plan Member's Dependents as defined in the Declarations Pages.

**Legal Services Plan or Plan** means the group policy to provide insurance for Covered Legal Services.

**Metropolitan** means Metropolitan General Insurance Company.

**Plan Member** means an Eligible Member who participates in the Plan.

**Plan Attorney** means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.

**We, Us and Our** means the Administrator.

**You and Your** means the Plan Member.

## **HOW THE GROUP LEGAL SERVICES PLAN WORKS**

To use the Group Legal Services Plan, a Participant can call Our Client Service Center, visit Our web site, or go to a Plan Attorney they have already used. The Participant should be prepared to identify themselves as a Participant in the Group Legal Services Plan.

If a Participant calls Our Client Service Center, the Client Service Representative who answers the call will:

- make an initial determination of whether and to what extent the matter is covered;
- give a case number (a new case number will be needed for each new matter);
- give the telephone number(s) and location of the Plan Attorney(s) most convenient to the Participant; and
- answer questions about the Plan.

The Participant can decide to use a Plan Attorney or a non-Plan Attorney.

### **If a Plan Attorney is Used**

A Plan Attorney will advise on:

- applicable law;
- actions that might be taken to solve the problem; and
- the Participant's rights.

During the initial consultation the Plan Attorney will also state whether the matter qualifies for additional Covered Legal Services under the Plan. If the matter qualifies for additional Covered Legal Services and a Plan Attorney provides these services, Metropolitan will be responsible for paying the Plan Attorney for the Covered Legal Services provided, and for the consultation.

### **If a non-Plan Attorney is Used**

If the Participant decides to use a non-Plan Attorney, they must notify MetLife Legal Plans. MetLife Legal Plans will send the Participant a claim form and informational material including a Non-Plan Attorney Fee Schedule. After the matter is finished, the claim form must be completed and returned to MetLife Legal Plans with the attorney's final bill. Within 60 days of MetLife Legal Plans' receipt of the completed claim form and final bill, We will pay the Participant up to the amount stated in the Non-Plan Attorney Fee Schedule. The Participant receiving

services from the non-Plan Attorney will be responsible for making payment to the non-Plan Attorney for any expenses or fees incurred in excess of the amount paid by MetLife Legal Plans.

If a claim is denied in whole or in part, the Participant may ask MetLife Legal Plans for a written statement with the reason(s) for the denial and with information as to the steps that need to be taken to appeal the denial.

## **REQUIREMENTS FOR COVERAGE**

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All Eligible Members may participate in the Plan.

Because this is a Noncontributory Plan, the Policyholder pays all of the cost of Your Coverage. You will automatically be enrolled for insurance as of the date You become an Eligible Member.

If coverage for Your Dependents is in effect under this Plan, any person who subsequently becomes a Dependent will be covered beginning on the date they become a Dependent. For example, if You or Your spouse give birth to a child while Dependent coverage is in effect, the child will be covered as of the date of birth.

## **SERVICES THAT ARE COVERED**

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The Declarations Pages list the Covered Legal Services insured under the Plan. These Covered Legal Services are described in the Covered Legal Services Schedule provided with this certificate.

## **SERVICES WITH LIMITED COVERAGE**

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If Dependent coverage is provided under the Plan and a Plan Member for whom such coverage is in effect has a right to receive a Covered Legal Service involving a Dependent as an adversary, the Plan will provide services for the Plan Member only.

The Advice and Consultation service is the only service available for a matter that is not otherwise included as a Covered Legal Service and that is not listed in the section entitled "Services That Are Not Covered".

## SERVICES THAT ARE NOT COVERED

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### **Covered Legal Services will not be provided for:**

- Appeals or class actions.
- Transactions involving:
  - farms or businesses;
  - rental property when a Participant or the Policyholder is the landlord except for coverages that explicitly apply to rental properties;
  - patent, trademark or copyright law; or
  - property held for investment or rental.
- Any matter involving a dispute or a proceeding with:
  - the Policyholder or any of its affiliates as an adverse party;
  - any member benefit or benefit plan the Policyholder has established; or
  - Metropolitan or its affiliates, the Administrator or any Plan Attorney as an adverse party.
- Any employment related matter.
- Any matter for which an attorney-client relationship arose before You became eligible for the Covered Legal Services under the Plan.
- Amounts due to third parties such as:
  - court costs, filing fees or recording fees;
  - fines;
  - judgments;
  - witness fees; or
  - transcripts.
- Any matter deemed by Us to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.

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## HOW INSURANCE COVERAGE ENDS

Your insurance coverage will end upon the first of the following to occur:

- **Plan termination:** the date the group policy ends;
- **Failure to re-enroll:** the first day of the Plan Year for which You, as a Plan Member, have not been re-enrolled as described in the Declarations Pages;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for which the required contribution is not made;
- **Change in membership status:** the last day of the month in which You cease to be an Eligible Member.

If Dependent insurance coverage is in effect under the Plan, insurance coverage for a Dependent ends upon the first of the following to occur:

- **Termination of the Plan Member's coverage:** the date coverage for the Plan Member ends;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for which the required contribution is not made;
- **Change in Dependent status:** the date the Dependent ceases to be a Dependent of the Plan Member.

If insurance coverage ends, services that would begin on or after the date coverage ended will not be covered. However, services will continue to be covered for any matter where:

- Services for such matter were provided prior to insurance coverage ending; and
- such matter was open and pending when insurance coverage ended.

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## OTHER IMPORTANT INFORMATION

Plan Attorneys may not request or accept additional compensation from You for providing Covered Legal Services, except for payments required to be made to third parties. You have the right to complain to the state bar association about the conduct of an attorney who provides Covered Legal Services under the Plan. If, at any time, You have a question or concern about the service You have received, please call the Client

Service Center. MetLife Legal Plans and Metropolitan will work hard to fix the problem to Your satisfaction.

Nothing contained in this certificate is intended to interfere with Your freedom of choice in the selection of an attorney or with the attorney-client relationship.

Services under this certificate are administered by MetLife Legal Plans Legal Plans, Inc. a Delaware Corporation and an affiliate of Metropolitan General Insurance Company.

Metropolitan General Insurance Company  
700 Quaker Lane, Warwick, RI 02886

## **GROUP LEGAL SERVICES INSURANCE: DECLARATIONS PAGES**

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Date of Declarations: January 1, 2026

### **Name and Address of POLICYHOLDER:**

CCPOA Benefit Trust Fund  
2515 Venture Oaks Way #200  
Sacramento, CA 95833

**Plan of Coverage:** MetLife Legal Plan

**Group Legal Services Policy Number:** 990-9262

**Situs:** This contract is governed by the laws of the state of California.

## **CONTACTING METLIFE LEGAL PLANS**

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You may contact the Plan Administrator, MetLife Legal Plans, Inc. by internet website, phone, or mail.

**Internet website:** [www.legalplans.com](http://www.legalplans.com)

**Phone:** 1-800-821-6400

**Mail:** 1111 Superior Avenue  
Cleveland, OH 44114-2507

## **IMPORTANT DATES**

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**Group Policy Effective Date:** January 1, 2026

**Initial Plan Year:** Begins on the Group Legal Services Policy Effective Date and continues through December 31, 2026.  
Plan Year: means the Initial Plan Year and each 12 consecutive month period which occurs thereafter.

**Initial Contract Term:** The initial term of the Group Legal Services Policy begins on the Effective Date and continues through December 31, 2030. During the Initial Contract Term, the Participation Fee rate(s) will not be changed. Thereafter Metropolitan may change the Participation Fee rate(s) on the Renewal Date.

**Renewal Date:** Beginning on January 1, 2031 and on each January 1st which occurs thereafter, this Group Legal Services Policy will be automatically renewed for a period of one year. Such renewals will continue until either party gives advance notice of no less than 90 days prior to a Renewal Date that it intends to end or seek to amend the Group Legal Services Policy effective on such Renewal Date. The Group Legal Services Policy may be ended or amended with less than the required number of days notice if both parties agree in writing.

## **ADDITIONAL DEFINITIONS**

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**Eligible Member** means all CCPOA union dues paying members in good standing.

**Dependent** means the Plan Member's Spouse and/or Child.

**Spouse** means the Plan Member's lawful spouse or Qualified Domestic Partner or Civil Union Partner.

**Child** means a person under the Limiting Age who is the Plan Member's:

- natural child;
- adopted child; or
- stepchild.

**The term also includes** such person under the Limiting Age who is unmarried.

No Child who, because of a mental or physical handicap, is incapable of self-support and is fully dependent on the Plan Member for support, will cease to be a Child because they have reached the Limiting Age.

**Limiting Age** means 26 years of age.

**Qualified Domestic Partner or Civil Union Partner** means a person who resides with the Plan Member and who qualifies for coverage in another member benefit plan provided by the Policyholder.

**Qualifying Event** means a life event experienced by an Eligible Member, including:

- marriage;
- divorce, legal separation or annulment;
- change in Qualified Domestic Partner or Civil Union Partner status;
- the birth, adoption or placement for adoption of a dependent child; or
- the death of a dependent.

## **ADDITIONAL TERMS OF COVERAGE**

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**Coverage for Dependents:** is provided under this Plan.

**Re-enrollment:** will be automatic unless the Plan Member elects not to participate during the annual enrollment period.

**Participation Fees:** This is a Noncontributory plan. Noncontributory means the Policyholder pays all Participation Fees. The Participation Fee is:

- \$7.34 per month per Plan Member with Dependent Coverage all of which is paid by the Policyholder. The Due Date for the payment of Participation Fees to Us is the 10th day of each month beginning with the Participation Fee due February 10, 2026.

## **DISPUTE RESOLUTION**

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This plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA). If any dispute or controversy arises among:

- Metropolitan,
- the Policyholder, and/or
- the Administrator,

it will be resolved as follows:

- Representatives of the parties in dispute will, in good faith, attempt to resolve the dispute or controversy within thirty days of the written request of any aggrieved party.
- If the dispute or controversy is not settled within the thirty-day period, the parties to the dispute or controversy may mutually agree upon a process to resolve it.

- This Section is not intended to limit the legal options of a party to a dispute or controversy if the dispute or controversy cannot be resolved, or a process to resolve it cannot be agreed upon, within the thirty-day period.

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

## **ENROLLMENT MATERIALS**

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Subject to Our review and written approval, the Policyholder will be responsible for printing and distributing enrollment materials to all members.

## **IF COVERAGE ENDS BECAUSE OF A CHANGE IN MEMBERSHIP STATUS**

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A Plan Member whose coverage ends because of a change in membership status may:

- buy a policy of individual legal services insurance from Metropolitan on any form of individual legal services insurance then customarily offered in the Participant's state of residence.

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## **COVERED LEGAL SERVICES**

### **ADVICE AND CONSULTATION**

- Office Consultation
- Telephone Advice

### **CONSUMER PROTECTION**

- Consumer Protection Matters
- Small Claims Assistance
- Personal Property Protection

### **JUVENILE MATTERS**

- Juvenile Court Defense

### **FINANCIAL MATTERS**

- Debt Collection Defense
- Identity Protection & Restoration
- Identity Restoration Services

- Identity Theft Defense
- Personal Bankruptcy or Wage Earner Plan
- Tax Audits
- Tax Preparation & Filing

#### **DEFENSE OF CIVIL LAWSUITS**

- Administrative Hearing Representation
- Civil Litigation Defense
- Incompetency Defense

#### **DOCUMENT PREPARATION**

- Affidavits
- Deeds
- Demand Letters
- Mortgages
- Promissory Notes

#### **DOCUMENT REVIEW**

#### **ELDER LAW MATTERS**

#### **FAMILY LAW**

- Enforcement or Modification of Support Order
- Change or Establishment of Custody Order
- Name Change
- Prenuptial Agreement
- Postnuptial Agreement
- Protection from Domestic Violence
- Personal Safety Orders
- Adoption and Legitimization (Contested and Uncontested)
- Divorce, Dissolution and Annulment (Contested and Uncontested)
- Guardianship or Conservatorship (Contested and Uncontested)
- Reproductive Assistance Law Coverage

#### **IMMIGRATION ASSISTANCE**

Immigration Assistance

#### **INSURANCE MATTERS**

Insurance Claims

**MISCELLANEOUS**

- Attorney Services for Non-Covered Matters – Eight Hour Maximum

**PERSONAL INJURY**

- Personal Injury (Discount)
- Social Security Disability

**REAL ESTATE MATTERS**

- Boundary or Title Disputes
- Eviction and Tenant Problems (Tenant only)
- Home Equity Loans (Primary Residence)
- Home Equity Loans (Second or Vacation Home)
- Property Tax Assessment
- Refinancing of Home (Primary Residence)
- Refinancing of Home (Second or Vacation Home)
- Sale or Purchase of Home (Primary Residence)
- Sale or Purchase of Home (Second or Vacation Home)
- Tenant Negotiations
- Zoning Applications
- Security Deposit Assistance (Tenant Only)

**RENTAL PROPERTY**

- Disputes and Tenant Problems (Landlord Only)

**TRAFFIC AND CRIMINAL MATTERS**

- Restoration of Driving Privileges
- Traffic Ticket Defense (No DUI)
- Driving Under the Influence Defense
- Expungement
- Habeas Corpus
- Misdemeanor Defense
- Concealed Carry Weapon (CCW) Defense

**WILLS AND ESTATE PLANNING**

- Trusts
- Living Wills
- Powers of Attorney
- Wills and Codicils
- Probate Proceedings
- Electronic Estate Documents

## ADVICE AND CONSULTATION

### Office Consultation

This service enables the Participant to talk with a Plan Attorney about any personal legal problems not specifically excluded. The attorney will:

- explain the Participant's rights;
- point out their options; and,
- if needed, suggest a course of action.

The Plan Attorney will describe any further coverage under the Plan, and will represent the Participant if requested. If representation is covered as outlined in this Schedule, the Participant will not be charged for the Plan Attorney's services. For non-covered matters where this is the only service provided, You may obtain consultations with a Plan Attorney for an unlimited number of matters. If representation is suggested but is not covered, the Plan Attorney will give a written fee estimate. The Participant may then choose to:

- retain the Plan Attorney at their own expense;
- seek other counsel; or,
- do nothing.

This service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake their own representation.

### Telephone Advice

This service enables the Participant to talk with a Plan Attorney about any personal legal problems not specifically excluded. The attorney will:

- explain the Participant's rights;
- point out their options; and,
- if needed, suggest a course of action.

The Plan Attorney will describe any further coverage under the Plan, and will represent the Participant if requested. If representation is covered as outlined in this Schedule, the Participant will not be charged for the Plan Attorney's services. For non-covered matters where this is the only service provided, You may obtain consultations with a Plan Attorney for an unlimited number of matters. If representation is suggested but is not covered, the Plan Attorney will give a written fee estimate. The Participant may then choose to:

- retain the Plan Attorney at their own expense;
- seek other counsel; or,
- do nothing.

This service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake their own representation.

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## **CONSUMER PROTECTION**

### **Consumer Protection Matters**

This service provides the Participant with representation, as a plaintiff, in consumer protection matters and includes representation at trial. It covers disputes over consumer goods and services where:

- the amount being contested exceeds the small claims court limit; and
- the controversy is evidenced by a written document such as a sales slip, contract, note or warranty.

This service does not include disputes over real estate, construction or insurance, or collection activities after a judgment.

### **Small Claims Assistance**

This service provides the Participant with:

- counseling on prosecuting a small claims action;
- help in preparing documents;
- advise on evidence, documentation and witnesses; and
- help in preparing for trial.

This service does not cover the Plan Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

### **Personal Property Protection**

This service provides the Participant with:

- counseling on any personal property issue;
- examples are consumer credit reports, contracts for purchase of personal property, consumer credit agreements or installment sales agreements;
- counseling on pursuing or defending a small claims action;
- reviewing personal legal documents; and
- preparing promissory notes, affidavits and demand letters.

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## **JUVENILE MATTERS**

### **Juvenile Court Defense**

This service covers the defense of a Plan Member and/or Spouse and their dependent child in any juvenile court matter, provided there is no conflict of interest between the Plan Member and the dependent child. When a conflict exists, or where the court requires separate counsel for the child, this service provides an attorney for the Plan Member only, including services for parental responsibility.

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## **FINANCIAL MATTERS**

### **Debt Collection Defense**

This service provides a Participant with an attorney to:

- negotiate with creditors for a repayment schedule;
- help limit creditor harassment;
- defend any action for personal debt collection, foreclosure, repossession or garnishment; and
- defend tax agency debt collection.

This help includes representation at trial if necessary. It does not include:

- defense against a judgment, vacating a judgment, counter claim, cross claim, third-party claims, or bankruptcy;
- any action arising out of divorce or post-decree matters;

- any matters involving child custody, alimony or support; or
- any matter where the creditor is an affiliate of Yours.

**Identity Protection & Restoration**

This service provides the Participant with access to Credit Monitoring provided by a third-party service provider, covering all three credit bureaus for activity, including credit inquiries, delinquencies and judgments. This service includes alerts based on the Participant's Social Security number and other financial accounts as provided by the Participant and one free annual credit report from each bureau. If identity theft is uncovered, the service provides access to fraud specialists to restore the Participant's identity. The Participant also has access to up to \$5 million in reimbursement for losses resulting from the identity theft according to the terms of coverage provided by the third-party service provider. For coverage to be active you must register with the third-party service provider. This coverage is not portable.

**Identity Restoration Services**

This service provides the Participant with access to Identity Restoration Services provided by a third-party service provider. These services include both Proactive Services when the Participant believes their personal data has been compromised as well as Resolution Services to assist the Participant in recovering from account takeover or identity theft with unlimited assistance to fix issues, handle notifications, and provide victims with credit and fraud monitoring. Theft Support, Fraud Support, Recovery and Replacement services are covered by this service. For more information on identity theft protection, please visit <http://www.members.legalplans.com/>.

**Identity Theft Defense**

This service provides Participants 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 identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides Participants with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any actions arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor.

### **Personal Bankruptcy or Wage Earner Plan**

This service covers the Plan Member and Spouse in pre-bankruptcy planning. It includes the preparation and filing of a personal bankruptcy or wage earner petition and representation at all court hearings and trials. This service does not include bankruptcy or wage earner petitions for any business in which the Plan Member or Spouse may have an interest. It is not available if the Plan Member is a creditor, even if they choose to reaffirm the specific debt. If Dependent coverage for a Spouse is in effect, this service extends to such person.

### **Tax Audits**

This service provides the Participant with an attorney to:

- review tax returns;
- review questions from the IRS or other state or local taxing authority concerning the Participant's tax return;
- negotiate with the agency;
- advise the Participant on necessary documentation; and
- attend an IRS or a state or local taxing authority audit, if necessary.

This service does not include prosecuting a claim for the return of overpaid taxes, costs of hiring an accountant or the preparation of any tax returns.

### **Tax Preparation & Filing**

This service provides the Plan Member with access to tax preparation software that will allow the Plan Member to prepare and file their Federal and State taxes online.

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## **DEFENSE OF CIVIL LAWSUITS**

### **Administrative Hearing Representation**

This service provides the Participant, as defendant, in civil proceedings. It includes proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where legal representation is available or being provided by virtue of a homeowner or vehicle insurance policy. It does not include:

- family matters;
- post judgment matters; or
- litigation of a job-related incident.

### **Civil Litigation Defense**

This service provides the Participant with defense in civil proceedings. It includes proceedings in a trial court of general jurisdiction or before an administrative agency or a local, state or federal agency. It does not apply where legal representation is available or being provided by virtue of another insurance policy. It does not include:

- family matters;
- post judgment matters; or
- litigation of a job-related incident.

This service does not include bringing counterclaims, cross claims or third-party claims.

### **Incompetency Defense**

This service provides the Participant with defense in any incompetency action. It includes representation at court hearings when there is a proceeding to find the Participant incompetent.

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## **DOCUMENT PREPARATION**

### **Affidavits**

This service provides preparation of an affidavit where the Participant is the person making the statement.

### **Deeds**

This service provides for the preparation of any deed for which the Participant is either the grantor or grantee.

### **Demand Letters**

This service provides for:

- the preparation of letters which demand money, property or some other property interest of the Participant;
- mailing them to the addressee; and
- forwarding and explaining any response to the Participant.

Negotiations and representation in litigation are not included.

### **Mortgages**

This service provides for the preparation of any mortgage or deed of trust for which the Participant is the mortgagor.

### **Promissory Notes**

This service provides for the preparation of any promissory note for which the Participant is the payor or payee.

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## **DOCUMENT REVIEW**

This service provides for the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

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## **ELDER LAW MATTERS**

This service provides the Participant with:

- counseling on any personal issues relating to the Participant's parents as they effect the Participant;
- reviewing documents of the parents as they effect the Participant;
- examples of documents are Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills;
- preparing deeds involving the parents when the Participant is the grantor or the grantee; and
- preparing promissory notes involving the parents when the Participant is either the payor or payee.

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## FAMILY LAW

### **Enforcement or Modification of Support Order**

This service is available to the Plan Member and/or Spouse, and covers representation after a judgment has been entered to enforce or modify a court's award of support or alimony, whether the Plan Member or Spouse is a plaintiff or a defendant. This service does not cover transfer of a divorce decree from one state to another, the division of property, or collection activities after a judgment.

### **Change or Establishment of Custody Order**

This service is available to the Plan Member and/or Spouse, and covers preparation of petitions, consent forms, and waivers and representation at any court hearings to establish or modify a child custody order.

### **Name Change**

This service provides for all necessary pleadings and court hearings for a legal name change for the Participant.

### **Prenuptial Agreement**

This service provides for the negotiation, preparation, review and execution of an agreement by a Plan Member and their fiancé(e)/partner prior to marriage or legal union (where allowed by law), outlining how property is to be divided in the event of:

- separation;
- divorce; or
- death of either.

Representation is provided only to the Plan Member. The fiancé(e)/partner must have separate counsel or waive representation. It does not include subsequent litigation arising out of a prenuptial agreement.

### **Postnuptial Agreement**

This service provides for the negotiation, preparation, review and execution of an agreement by a Plan Member and their partner/spouse during or after marriage or legal union (where allowed by law), outlining how property is to be divided. Representation is provided only to the Plan Member. The other party must have separate counsel or waive representation. It does not include subsequent litigation arising out of a postnuptial agreement.

### **Protection from Domestic Violence**

This service provides the Plan Member as the victim of domestic violence with representation to obtain a protective order, including:

- preparing the paperwork;
- attending all court appearances.

This service does not include:

- coverage for the Plan Member's Dependents;
- representation in suits for damages; or
- representation for the Plan Member as the offender.

### **Personal Safety Orders**

This service provides a Participant with legal advice and representation to obtain a personal safety order against a third party, including: preparing the paperwork, attending all court appearances. This service does not include representation when the Participant is the offender.

### **Adoption and Legitimization (Contested and Uncontested)**

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

### **Divorce, Dissolution and Annulment (Contested and Uncontested)**

This service is available to the Plan Member only, not to a Spouse or dependents. This service includes preparing and filing all necessary pleadings, motions, and affidavits, drafting settlement or separation agreements, and representation at the hearing or trial, whether the Plan Member is a plaintiff or a defendant. This service does not include disputes that arise after a decree is issued.

### **Guardianship or Conservatorship (Contested and Uncontested)**

This service provides for establishing a guardianship or conservatorship over a person and their estate by the Plan Member. It includes:

- obtaining a temporary guardianship or conservatorship if necessary;
- gathering any necessary medical evidence;
- preparing the paperwork;
- preparing the initial accounting.

This service does not include:

- representation of the person over whom guardianship or conservatorship is sought;
- any proceedings involving annual accountings after the initial accounting; or
- terminating the guardianship or conservatorship once it has been established.

If Dependent coverage for a Spouse is in effect, this service extends to such person.

### **Reproductive Assistance Law Coverage**

This service covers the Plan Member and/or Spouse for legal services and court work related to reproductive assistance matters. Reproductive assistance matters may include, but shall not be limited to, as permitted by law, surrogacy, egg donation, sperm donation, gamete donation, embryo donation and embryo adoption. This service includes reviewing and preparing any necessary agreements or documents, the preparation and filing of any pleadings or other documentation to obtain any necessary orders or decrees, and representation at any hearing or other proceeding related to the matter as may be required by law. This service does not include representation of any party other than the Plan Member and/or Spouse, even if the Plan Member and/or Spouse may be required to pay that party's legal fees or expenses.

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## **IMMIGRATION ASSISTANCE**

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents, attendance at hearings, and helping the Participant prepare for hearings.

## **INSURANCE MATTERS**

### **Insurance Claims**

This service provides the Participant with assistance in making insurance claims with the Participant's own carrier, provided the carrier is not affiliated with the Participant's sponsor or employer. Litigation of coverage issues is included. Litigation of damages is not included.

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## **MISCELLANEOUS**

### **Attorney Services for Non-Covered Matters – Eight Hours Maximum**

For non-covered matters that are not otherwise excluded, this benefit provides eight hours of attorney time and services per year. The Participant is responsible to pay fees beyond the eight hours. No more than a combined maximum total of eight hours of attorney time and service are provided for the Plan Member, Spouse and qualified Dependents annually.

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## **PERSONAL INJURY**

### **Personal Injury (Discount)**

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters where the Participant is the plaintiff at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay the attorney's fee and all costs

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## **SOCIAL SECURITY DISABILITY**

This service covers representation for a Plan Member or Spouse through the administrative process including preparing initial forms, requests for reconsideration, hearing requests, attendance at hearings and review of decision order.

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## REAL ESTATE MATTERS

### **Boundary or Title Disputes**

This service provides representation for the Participant in disputes concerning boundary or real property title disputes involving their residence. It does not apply where legal representation is available or being provided by virtue of homeowner or title insurance policies. The service includes filing to remove a mechanic's lien.

### **Eviction and Tenant Problems (Tenant Only)**

This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

### **Home Equity Loans (Primary Residence)**

This service covers the review or preparation of a home equity loan on the Participant's primary residence.

### **Home Equity Loans (Second or Vacation Home)**

This service covers the review or preparation of a home equity loan on the Participant's second or vacation home.

### **Property Tax Assessment**

This service provides the Participant with coverage for review and advice on a property tax assessment on their residence. The service includes:

- filing the paperwork;
- gathering the evidence; and
- negotiating a settlement and attending the hearing necessary to seek a reduction of the assessment.

### **Refinancing of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's primary residence. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second

home, vacation property or property that is held for any rental, business, investment or income purpose.

**Refinancing of Home (Second or Vacation Home)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's second home or vacation home. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

**Sale or Purchase of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

**Sale or Purchase of Home (Second or Vacation Home)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new second home or vacation home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's second home, vacation home or of a vacant property to be used for building a second home or vacation home. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home or vacation home held for rental purpose, business, investment or income or leases with an option to buy.

**Tenant Negotiations**

This service provides the Participant with representation as a tenant for matters involving leases, security deposits or other disputes with a residential landlord. It does not include representation in a lawsuit.

**Zoning Applications**

This service provides the Participant with counsel to help get a zoning change or variance for their residence. This service includes:

- reviewing the law;
- reviewing the surveys;
- advising the Participant;
- preparing applications for the zoning hearings;
- preparing for the hearing; and
- attending the hearing, if necessary, to change the zoning.

**Security Deposit Assistance (Tenant Only)**

This service covers counseling the Participant in recovering a security deposit from the Participant's residential landlord; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit.

**It also covers:**

- assisting the Participant in prosecuting a small claims action;
- helping prepare documents;
- advising on evidence, documentation and witnesses; and
- preparing the Participant for the small claims trial

**This service does not include:**

- the Plan Attorney's attendance or representation at the small claims trial;
- collection activities after a judgment; or
- any services relating to post-judgment action.

## **RENTAL PROPERTY**

### **Disputes and Tenant Problems (Landlord Only)**

This service covers the Participant as a landlord for matters involving leases, security deposits and disputes with a residential tenant. The service includes attorney services for the eviction of a tenant up to and including trial.

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## **TRAFFIC AND CRIMINAL MATTERS**

### **Restoration of Driving Privileges**

This service provides the Participant with representation in proceedings to restore their driving license.

### **Traffic Ticket Defense (No Driving under Influence)**

This service provides the Participant with representation in defense of any traffic ticket when they are the responsible party in a moving violation including traffic misdemeanor offenses. However, no service is provided where the ticket was the result of any driving under influence or related charge or vehicular homicide. This service includes representation for:

- court hearings;
- negotiation with the prosecutor; and
- trial

### **Driving Under the Influence Defense**

This service covers representation of the Participant in defense of any driving under the influence or driving while intoxicated charge, including court hearings, negotiation with the prosecutor and trial. It does not cover vehicular homicide. This service does not include any post-sentencing proceeding, probation violation hearing or appeals by either party.

### **Expungement**

Where permitted by law, this service covers the filing of a petition and appearance at any necessary hearing to expunge convictions from a Participant's criminal record.

### **Habeas Corpus**

This service covers the Participant for the preparation of all paperwork needed, and attendance at the hearing to pursue a habeas corpus proceeding to obtain the release of a Participant who is being unlawfully imprisoned.

**Misdemeanor Defense**

This service covers representation for Participants in defense of any criminal misdemeanor charge except those relating to traffic or driving under influence charges. Representation includes court hearings, negotiation with the prosecutor and trial. It does not include representation of a felony charge that is subsequently reduced to a misdemeanor. This service also does not cover any post-sentencing proceeding, probation violation hearing or appeals by either party.

**Concealed Carry Weapon (CCW) Defense**

Provides legal representation for administrative and criminal actions resulting from a self-defense incident involving a valid concealed carry weapon permit. Coverage includes use of deadly force, shootings, or use of a legal weapon in permitted situations, as well as administrative actions related to the Plan Member's concealed weapon license. It is the Plan Member's responsibility to maintain the eligibility to carry a concealed weapon by meeting state training requirements.

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## **WILLS AND ESTATE PLANNING**

**Trusts**

This service includes the preparation of revocable or irrevocable living trusts for the Participant. It does not include tax planning.

**Living Wills**

This service covers the preparation of a living will for the Participant.

**Powers of Attorney**

This service includes the preparation of any power of attorney when the Participant is granting the power.

**Wills and Codicils**

This service covers the preparation of simple or complex wills or codicils for the Participant. The creation of a testamentary trust is covered. The service does not include tax planning.

**Probate Proceedings**

This service provides representation for the Plan Member or Spouse when the Plan Member or Spouse is probating an estate and has been appointed executor or administrator. The service includes all of the court proceedings to transfer probate assets from the decedent to the heirs, the correspondence necessary

to transfer non-probate assets such as proceeds from insurance policies, joint bank accounts, stock accounts or a house, and any tax filings. This service does not include prosecuting or defending any litigation including a will contest.

### **Electronic Estate Documents**

This service provides the Participant with access to a digital estate planning platform at an online website. The digital estate planning platform includes facilitation of the selection, completion, and execution of common estate planning documents that include:

- simple wills;
- powers of attorney;
- living wills; and
- other related documents.







**We've Got You Covered.**  
**(916) 779-6300**

1-800-468-6486



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