

Metropolitan General Insurance Company

700 Quaker Lane, Warwick, RI 02886

Group Legal Services Plan

Policy of Insurance

This is a policy of group legal services insurance by and between the Policyholder and Metropolitan General Insurance Company (Metropolitan), a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02886.

In return for the payment of Participation Fees, Metropolitan will provide the insured services described in this policy.

Group Legal Services Policy Number: 990-8830

Group Policy Effective Date: March 1, 2025

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

Administrative services are provided under this 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.

CONTACTING METLIFE LEGAL PLANS

Contact the Plan Administrator, MetLife Legal Plans, Inc. by internet website, phone, or mail.

Internet website: www.legalplans.com

Phone: 1-800-821-6400

Mail: 1111 Superior Avenue
Cleveland, OH 44114-2507

Signatures

The undersigned, being authorized to do so and having reviewed this policy, execute it agreeing to its terms and intending to be bound on the Effective Date.

Name and Address of POLICYHOLDER

BHE Non Unit Health and Welfare Fund
PO Box 1379
Marblehead, MA 01945

By: _____ Title: _____ Date: _____

METROPOLITAN GENERAL INSURANCE COMPANY

By:



President



Secretary

Date: March 1, 2025

Table of Contents

Page(s)

Definitions	3
Important Dates and Additional Terms of Coverage	4
Participation Fees.....	4
Plan Participation	4
Certificate	5
Grace Period	5
Covered Legal Services	5
Dispute Resolution.....	6
Exclusions	7
Entire Contract.....	7
End of Insurance Provided By This Policy	7
End of Insurance Coverage For A Plan Member Or Dependent	7
If Coverage Ends Because of A Change in Employment Status	8
Additional Policyholder Responsibilities	8
Enrollment Materials	8
Assignability	8
Changes	8
Schedule A-Covered Legal Services	9

Definitions

As used in this policy, defined terms will have the meanings specified whenever they appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning.

Policyholder means the BHE Non Unit Health and Welfare Fund.

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 he or she has reached the Limiting Age.

Covered Legal Services means those legal services listed in the Schedule A-Covered Legal Services.

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

Eligible Employee means members of BHE Non Unit Health and Welfare Fund who are covered under the MetLife Dental Plan.

Legal Services Plan or Plan means this policy which provides insurance for Covered Legal Services.

Limiting Age means 26 years of age.

Metropolitan means Metropolitan General Insurance Company.

Participant means a Plan Member, and if Dependent coverage is in effect, such Plan Member's Dependents.

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

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

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

- marriage;
- divorce, legal separation or annulment;
- the birth, adoption or placement for adoption of a dependent child; or
- the death of a dependent.

Spouse means the Plan Members lawful spouse.

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

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

Important Dates And Additional Terms Of Coverage

Initial Plan Year: Begins on the Group Legal Services Policy Effective Date and continues through February 28, 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 February 28, 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 March 1, 2030 and on each March 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.

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

In consideration of the insurance provided under this Plan, the Policyholder must pay Participation Fees to the Administrator. Participation Fees must be remitted in the amount and frequency set forth below. The Policyholder may request in writing to change the frequency of payment. Any change in the frequency of payment must be approved by the Administrator in writing.

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

- \$9.25 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 April 10, 2025.

Plan Participation

Participation Fees are paid by the Policyholder. The Policyholder will enroll Eligible Employees. Eligible Employees who are enrolled will remain enrolled for the full Plan Year. Persons who become Eligible Employees or experience a Qualifying Event during the Plan Year may be enrolled by the Policyholder for the remainder of the Plan Year.

The Policyholder must provide the Administrator with a list of Plan Members at times and in a form agreed upon by the Policyholder and the Administrator. The Policyholder will make all decisions regarding whether a person is an Eligible Employee or a Plan Member. The Administrator and Metropolitan may accept and rely on such decisions.

Participation in this Plan may not be required as a condition of employment and no employee may be discriminated against or coerced for failure to participate.

Certificate

Metropolitan will provide the Policyholder with a certificate to deliver to Plan Members. This certificate will outline the provisions of the insurance and describe the Covered Legal Services provided under this policy.

Grace Period

The Policyholder will have a Grace Period of 31 days to remit the Participation Fees that become due. During the Grace Period, this policy will continue in effect. If the Participation Fees remain unpaid at the end of the Grace Period, this policy will terminate. Termination will be effective at 12:01 a.m. on the 32nd day following the due date for which

Participation Fees remain unpaid. In any case, the Policyholder will remain liable for the pro-rata portion of all Participation Fees which accrue for the period this policy is in effect.

Covered Legal Services

Covered Legal Services as described in Schedule A-Covered Legal Services will be provided to Participants by Plan Attorneys unless a Participant chooses to use a non-Plan Attorney.

If Covered Legal Services are provided by a non-Plan Attorney, payment will be made in accordance with the amounts set forth in the Non-Plan Attorney Fee Schedule as maintained by MetLife Legal Plans. However, in no event will an amount greater than the sum of the legal fees actually incurred be paid. Once the Participant notifies MetLife Legal Plans that they intend to use a non-Plan Attorney, MetLife Legal Plans will provide the Participant with a claim form and informational material including a Non-Plan Attorney Fee Schedule.

If a Plan Member has an adverse interest in a matter involving one or more other Plan Members and Covered Legal Services are provided, each Plan Member will be given independent and separate counsel.

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

A Plan Attorney may not request or accept additional compensation of any nature from Participants for the provision of Covered Legal Services, except for payments required to be made to third parties. The Participant is responsible for the payment of all amounts due to third parties.

The Advice and Consultation services described in Schedule A-Covered Legal Services Schedule will be the **only** service provided for a matter not otherwise included as a Covered Legal Service and not listed in the Exclusion section.

Participants have the right to complain to the state bar association concerning attorney conduct in the providing of legal services.

Nothing contained in this policy is intended to interfere with any Participant's freedom of choice in the selection of an attorney or with the direct attorney-client relationship.

Metropolitan will be liable for payment to Plan Attorneys, on behalf of the Participant, for providing Covered Legal Services.

A subscriber satisfaction form will be sent to the Participant after receiving a Covered Legal Service. This form will be used by MetLife Legal Plans to help evaluate and improve services. Complaints about the operation of the plan or quality of the attorneys may be made by calling the general information line at 800-821-6400. Complaints will be resolved during the call or through the intervention of a representative who will contact the attorney and member to resolve the matter in most cases within 72 hours.

Eligible Employees have the right to complain to the Board of Bar Overseers concerning attorney conduct in the providing of legal services. Complaint procedures and information regarding the process can be obtained from the Office of the Bar Counsel at 99 High Street, Boston, MA 02110, telephone: 617-728-8750.

Any dispute or controversy arising between an insurer or sponsor and any attorney, insured, or member, or any person whose insurance certificate contract or membership certificate has been canceled or to whom an insurer or sponsor has refused to issue an insurance certificate contract or membership certificate or between any attorney and an insured or member may, within 30 days after such dispute or controversy arises, make written request to the Massachusetts Division of Insurance commissioner for a hearing thereon. The commissioner or the commissioner's designee shall hear such party or parties within 30 days after receipt of such request and shall give not less than 15 days written notice of the time and place of the hearing. Such hearing shall be an adjudicatory hearing as defined in MA Gen L ch 30A § 1. Within 30 days after such hearing the commissioner or the commissioner's designee shall issue a decision thereon. Such hearing may be requested from the Consumer Section of the Division of Insurance at 1000 Washington Street, Suite 810, Boston, MA 02118 through its website, www.mass.gov/doi.

Dispute Resolution

This plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA). This means that the Administrator is the fiduciary charged with discretionary authority for determining Plan services and for the interpretation of Plan terms in connection with the full and fair review of claims that have been denied in whole or in part, which review is required by Section 503 of 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.

Exclusions

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 investments or rental.
- Any matter involving a dispute or proceeding with:
 - the Policyholder or any of its affiliates as an adverse party;
 - any employee benefit or benefit plan the Policyholder has established; or
 - Metropolitan or its affiliates, the Administrator or any Plan Attorney as an adverse party.

- Any matter involving a dispute or proceeding with:
 - the Policyholder or any of its affiliates as an adverse party;
 - any employee 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 a Participant became eligible for the Covered Legal Services under the Plan.
- Amounts due third parties such as:
 - court costs, filing fees or recording fees;
 - fines;
 - judgments;
 - witness fees; or
 - transcripts.
- Any matter deemed to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.

Entire Contract

This policy, the certificate, endorsements, exhibits, and amendments constitute the entire contract. Any statement made by the Policyholder in obtaining this coverage will be deemed to be a representation and not a warranty. No such statement will be used to void this policy or as a defense to any claim for services provided under it.

End Of Insurance Provided By This Policy

1. Upon providing the required notice of intent to end this policy, this policy and the insurance provided under it may be terminated by either party on any Renewal Date.
2. Subject to the Grace Period, this policy and the insurance provided under it will be terminated if the Policyholder fails to remit Participation Fees when due.

End Of Insurance Coverage For A Plan Member Or Dependent

1. Insurance coverage provided to an individual Plan Member will end upon the first of the following to occur:
 - the date this policy terminates;
 - the last day of the month in which the Plan Member ceases to be an Eligible Employee;
 - the first day of the plan year for any year in which the Plan Member is not enrolled; or
 - the first day of the month following the due date for which the Policyholder fails to pay the Plan Member's Participation Fee.
2. Insurance coverage provided to a Dependent of a Plan Member will end upon the first of the following to occur:
 - the date the Plan Member's coverage ends;
 - the first day of the month following the due date for which the Policyholder fails to pay for the cost of Plan Member's Dependent coverage; or
 - the date the Dependent ceases to be a Dependent of a Plan Member.

When coverage for a Participant ends, services that would begin after the date such coverage ends will not be covered.

However, services will continue for any matter where:

- Covered Legal Services were provided for such matter prior to the end of insurance; and
- such matter was open and pending when such coverage ended.

If Coverage Ends Because of a Change in Employment Status

A Plan Member whose coverage ends because of a change in employment 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.

Additional Policyholder Responsibilities

The Policyholder is responsible for any filings required of the Policyholder by:

- the Internal Revenue Service;
- the Department of Labor or any federal agency; or
- any agency of a state government claiming jurisdiction over the Policyholder.

Upon request, the Administrator or Metropolitan will provide to the Policyholder information they possess that the Policyholder needs to make such required filings.

Metropolitan and the Administrator will indemnify and hold the Policyholder harmless against any claim, judgment or liability resulting from any alleged professional negligence or misconduct on the part of Plan Attorneys in providing Covered Legal Services under the Plan or resulting from any alleged negligence or misconduct on the part of Metropolitan or the Administrator in the performance of or omission of any responsibility assumed by Metropolitan or the Administrator under this policy.

Unless otherwise prohibited by law, the Policyholder will indemnify and hold Metropolitan and the Administrator harmless against any claim, judgment, or liability resulting from any alleged negligence or misconduct by the Policyholder in the performance of or omission of any responsibility the Policyholder has agreed to assume under this policy.

The Policyholder will also allow and/or facilitate ongoing communications and promotion of the Plan to all Eligible Employees, via mail or digitally, as often as MetLife deems appropriate, or as otherwise agreed between the parties.

Enrollment Materials

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

Assignability

This policy may not be assigned.

Changes

No change to this policy will be valid unless approved by an officer of Metropolitan General Insurance Company. Changes requiring the agreement of Metropolitan and the Policyholder must be signed by an officer of the Policyholder and by an officer of Metropolitan General Insurance Company. Each change must be in writing and must be endorsed on or attached to this policy.

No agent, broker, or sales representative may make any change in this policy or waive any of its provisions.

Schedule A-Covered Legal Services Schedule

MetLife Legal Plans

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.

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.

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.

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 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.

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.

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.

DOCUMENT REVIEW

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

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.

FAMILY LAW

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.

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.

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;
- attending the hearing; and
- 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.

Caregiving Support

This service provides Participants access to caregiving support from a third-party service provider with access to caregiving guidance that address mental health, family dynamics, financial challenges, and home care needs.

IMMIGRATION ASSISTANCE

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

MISCELLANEOUS

Attorney Services for Non-Covered Matters – Four Hours Maximum

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

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.

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 actions.

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.

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.

Probate (10% Network Discount)

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the prevailing fee. The Participant must pay the reduced fee and all costs.

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.

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.