Virginia Surety Company, Inc.

A Stock Company
175 W. Jackson Blvd
Chicago, Illinois 60604

For assistance, contact LegalEASE Member Service Center:
5151 San Felipe, Suite 2300
Houston, TX 77056
888-416-4313

GROUP LEGAL EXPENSE INSURANCE POLICY
CERTIFICATE OF COVERAGE

DECLARATIONS PAGE

POLICYHOLDER NAME:	**Fasteners Inc. Southwestern Supply**
POLICYHOLDER ADDRESS:	**4170 W Harmon Ave Suite #4** **Las Vegas, NV 89103**
POLICY NO.	**2000870**
NA	
MEMBER NAME:	**[Jane Doe]**
MEMBER ADDRESS:	**[123 Anywhere Street** **Anytown, US 12345]**
EFFECTIVE DATE:	**[MM/DD/YYYY]**

Coverage begins at 12:01 am Standard Time at the Policyholder's address on the Effective Date listed above.

We have agreed to insure certain Members of the Policyholder as specified herein, in consideration of the payment of the required premium, and in accordance with the terms, conditions, limitations and exclusions of the Group Legal Expense Insurance Policy (herein referred to as Group Policy).

The Group Policy is delivered in Nevada, and shall be governed by the laws thereof.

Secretary President

SCHEDULE OF BENEFITS

Coverage	*Maximum Benefits*	
	Participating Attorney	***Non-Participating Attorney***
Advice and Consultation		
• LegalEASE Helpline	Covered	N/A
• Initial Law Office Consultation one hour per calendar quarter	Covered	N/A
• Review of Simple Documents Review of documentation up to 6 pages	Covered	N/A
Miscellaneous Law Office Services		
• Discounted Legal Services for any non-excluded legal matter	25% discount on Participating Attorney's hourly rates	N/A
Consumer Matters		
• Document Preparation		
Simple Deed	Paid in Full	$65
Promissory Note	Paid in Full	$55
Consumer Dispute Correspondence	Paid in Full	$55
Installment Sales Agreement	Paid in Full	$55
Simple Affidavit	Paid in Full	$55
General Power of Attorney	Paid in Full	$55
Lease Agreement – *Tenant Only*	Paid in Full	$65
Time Share Agreement	Paid in Full	$55
• Consumer Dispute	Paid in Full	$595
• Small Claims Court Representation	Paid in Full up to 2 hours	$120
Estate Planning		
• Will or Codicil	Paid in Full	$80
• Living Will/Health Care or Advance Directive	Paid in Full	$55
• Health Care or Medical Power of Attorney	Paid in Full	$55
• Probate of Small Estate	Paid in Full up to 2 hours	$120
Elder Matters		
• Elder Parent Will Preparation	Paid in Full	$80
• Elder Parent Living Will/Health Care or Advance Directive	Paid in Full	$55
• Elder Parent Durable Financial Power of Attorney	Member co-pay $45 per document	N/A
• Elder Parent Health Care or Medical Power of Attorney	Member co-pay $45 per document	N/A

Residential Matters		
• Purchase of Primary Residence	Paid in Full	$490
• Sale of Primary Residence	Paid in Full	$365
• Refinancing of Primary Residence	Paid in Full	$385
• Tenant Dispute	$1,000 maximum subject to Managed Case Rules*	$850

Financial Matters		
• Debt Collection Defense		
Pre-litigation Defense activities	Paid in Full	$425
Trial Defense	$700	$595
• Bankruptcy (Chapter 7 or 13)	$715	$610
• Foreclosure	$480	$410
• Tax Audit	$1,500 maximum subject to Managed Case Rules*	$1,275 maximum subject to Managed Case Rules*

Family Matters		
• Separation, Divorce, Civil Annulment		
Uncontested Separation or Civil Annulment	Paid in Full up to 10 hours	$595
Consent/default Divorce	Paid in Full up to 10 hours	$595
Uncontested Divorce	Paid in Full up to 10 hours	$595
Contested Divorce, as defined	Paid in Full up to 15 hours	$900
• Post-Divorce Proceedings, as defined	Paid in Full up to 15 hours	$900
• Prenuptial Agreement	$600	$510
• Name Change	Paid in Full	$255
• Uncontested Guardianship/Conservatorship	Paid in Full	$365
• Uncontested Governmental Agency Adoption	Paid in Full	$365
• Uncontested Stepparent Adoption	Paid in Full	$365
• Juvenile Court Proceeding	Paid in Full	$470

Civil Matters		
• Civil Litigation Defense	$1,500 maximum subject to Managed Case Rules*	$1,275 maximum subject to Managed Case Rules*
• Discounted Contingency Fees	10% discount on state maximum, or a maximum of 29% pre-trial, 36% at trial, or 40% in an appeal	N/A
• Mediation	10% discount on Mediator's hourly rates	N/A

Criminal Defense		
• Traffic Ticket	$250	$215

• Serious Traffic Matter (resulting in suspension or revocation of license)	Paid in Full	$425
• Administrative Proceeding (regarding suspension or revocation of license)	Paid in Full	$255
• Misdemeanor Defense	$1,500 maximum subject to Managed Case Rules*	$1,275 maximum subject to Managed Case Rules*
• DUI/DWI Defense	$1,500 maximum subject to Managed Case Rules*	$1,275 maximum subject to Managed Case Rules*

Small Business Owner Advice and Representation		
• Incorporation Advice and Filing	Paid in Full up to 5 hours	$425

* Managed Case Rules

In cases deemed by Us to be complex, Managed Case Rules may be used to approve additional coverage beyond the standard Participating Attorney maximum fees or to ensure that Non-Participating Attorney fees are reasonable and customary. Managed Case Rules provide protection for Members by limiting or preventing additional charges that Members would otherwise be responsible for. Managed Case Rules may be enacted prior to or after the initial consultation. Managed Case Rules require the following:

1. The Member should contact the Member Service Center prior to proceeding with an attorney. If the Member understands from the attorney that there may be additional charges beyond the covered charges under the Policy and the Member does not contact the Member Service Center prior to proceeding with the attorney, then the Member may be responsible for those additional charges beyond the covered charges under the Policy, even on a Paid In Full benefit.

2. If it is determined that the complexity of the case may require additional hours beyond the standard Participating Attorney maximum, or that the Non-Participating Attorney charges are higher than reasonable and customary fees, the attorney must provide a written estimate of fees reflecting his or her best judgment as to the likely cost of legal services based on the expected conduct of the case.

3. We will set a maximum attorney fee that takes into consideration the reasonable level of reimbursement of the proceeding and the proposed litigation strategy. Fees as a result of services in excess of the maximum attorney fee are the responsibility of the Member.

DEFINITIONS

"CLAIMS ADMINISTRATOR" - means LegalEASE; or its subsidiary.

"COMPLEX WILL" - means the Member has a significant net worth and will benefit from tax planning, or the estate is subject to current state or federal estate taxation; or the Member owns a business that will continue in operation after death; or the Member wants to put restrictions on what heirs may do with the property; or the Member wants to leave money to someone in a trust because the person cannot manage his or her own affairs (such as a mentally handicapped child), or wants the property to be managed by a trustee for a period of time past the child's age of majority, to age 25 or 30, for example; or the Member thinks that someone will challenge the will; or the Member wants to exclude any lawful dependents.

"CONTESTED DIVORCE" - refers to a divorce proceeding that requires more than 28.5 hours of attorney time, and involves disputed issues and both parties are represented by an attorney.

"COVERED FAMILY MEMBER" – means the Member's Covered Spouse and the Member's unmarried dependent children, including stepchildren, legally adopted children, children placed in the home for adoption and foster children, up to age 26.

"COVERED SPOUSE" - means the Member's lawful spouse or Domestic Partner at the time the coverage is in effect.

"DOMESTIC PARTNER" - means the Member's domestic partner as defined by the jurisdiction in which the Member primarily resides.

"DURABLE FINANCIAL POWER OF ATTORNEY" –a legal document that allows an individual to appoint another person to manage the individual's finances in the event that he/she is unable to do so him/her self.

"EFFECTIVE DATE" - means the date the Member's coverage hereunder begins.

"ELIGIBLE PARENT" – means the parents of the Member or Covered Spouse, regardless of age, and includes, biological parents, step-parents and adoptive parents.

"HEALTH CARE OR MEDICAL POWER OF ATTORNEY" - A legal document that allows an individual to appoint another person to make medical decisions in the event the individual is unable to do so him/her self.

"LEGAL PLAN ADMINISTRATOR" – LegalEASE, its affiliates, officers, directors, employees, and/or agents, including third party organizations and their affiliates, officers, directors, employees, and/or agents, hired by LegalEASE to perform services under the Policy.

"LIVING WILL/ HEALTH CARE OR ADVANCE DIRECTIVE" – A legal document that outlines an individual's preferences for medical treatment and which takes effect only when the individual becomes incapacitated and can no longer express his or her wishes.

"MEMBER" - refers to the individual who (a) is associated with the Policyholder, (b) has either paid a premium or had a premium paid on his or her behalf, and (c) meets the eligibility requirements for Covered Services as defined by the Policyholder.

"MEMBER SERVICE CENTER" - means the service location established to assist Members/Covered Family Members in making full use of the coverage.

"NON-PARTICIPATING ATTORNEY" - means an attorney not contracted by the Legal Plan Administrator who is selected and paid by the Member to provide covered legal services up to the maximum amount shown under the Non-Participating Attorney column of the Schedule of Benefits.

"PAID IN FULL" - means complete payment in full to a Participating Attorney for covered legal services.

"PARTICIPATING ATTORNEY" - means an attorney contracted by the Legal Plan Administrator to provide covered legal services at the amount shown under the Participating Attorney column of the Schedule of Benefits.

"POLICY" - means the Group Legal Expense Insurance Policy and the Certificate of Coverage.

"POLICYHOLDER" - means the organization named in the declarations page.

"SMALL BUSINESS" - An ongoing business comprised of no more than 10 employees or independent contractors, including the Member and/or Covered Spouse and which produced less than $500,000.00 in total annual revenue in the previous full calendar year.

"WAITING PERIOD" – means the period after the Effective Date during which certain benefits as shown in the Schedule of Benefits may not be used. This includes any matter that arises prior to the end of the Waiting Period.

"WE", "US", "OUR" AND "COMPANY" - means Virginia Surety Company, Inc.

COVERED SERVICES

In consideration of payment and receipt by Us of the applicable premium, all Covered Services are available to the Member and all Covered Family Members, except as specifically noted below. The following Covered Services are provided when the Member uses a Participating Attorney. The Schedule of Benefits chart shows the reimbursement schedule when the Member uses a Non-Participating Attorney.

Advice and Consultation

LegalEASE Helpline:
Advice and consultation by telephone with a Participating Attorney. Services are available during normal business hours. Calls can relate to any personal legal matter, civil or criminal, except those specifically excluded.

Initial Law Office Consultation:
Up to the maximum as shown in the Schedule of Benefits for office consultations with an attorney on any personal legal problem, civil or criminal, except those specifically excluded.

Review of Simple Documents:
This benefit includes attorney review, verbal explanations of the meaning or impact of any form or document, or suggestions for changes to a form or proposed document being drafted of up to the maximum number of pages as shown in the Schedule of Benefits. This benefit does not include a written analysis of any form or document.

Miscellaneous Law Office Services

Discounted Legal Services for any Non-Excluded Legal Matter:
This benefit will cover any legal services to review and/or prepare documents, or any other service required on any legal matters not listed as a Covered Service or Exclusion.

Consumer Matters

Document Preparation:
Preparation of any of the following documents:

- Simple Deed (excluding those reviewed or prepared under the real estate benefit) .
- Promissory Note
- Consumer Dispute Correspondence
- Installment Sales Agreement
- Simple Affidavit.
- General Power of Attorney
- Lease Agreement (for the Member/Covered Family Member as a tenant only)
- Time Share Agreement

This benefit is limited to one use per year per document per Member/Covered Family Member.

Consumer Dispute:
Consultation or representation in a dispute relating to consumer goods and services (not directly or indirectly related to real estate construction or renovation, or landlord/tenant disputes).
This benefit is limited to one use per year.

Small Claims Court Representation:
Consultation and/or representation for a consumer dispute filed in small claims court. (Attorney may not be permitted to attend court hearings in some jurisdictions).
This benefit is limited to one use per year.

Estate Planning

Will Preparation:
Attorney shall prepare a will or codicil and discuss the legal requirements for signing the will. This benefit does not cover Complex Wills, as defined in the Definitions section.
This benefit is limited to one use per year per Member.
This benefit applies to the Member only.

Living Will/Health Care or Advance Directive/Health Care or Medical Power of Attorney:
This benefit covers the preparation of up to 2 of any of the following documents as defined in the Definitions section per Member/Covered Family Member:

- Living Will
- Health Care Directive
- Advance Directive
- Health Care Power of Attorney
- Medical Power of Attorney

The titles of the above documents may vary by state.
This benefit is limited to one document/set of documents per year per Member/Covered Family Member.

Probate of Small Estate:
The service of an attorney for the probate of a small estate (an estate that is not subject to current state or federal estate taxation), up to the maximum as shown in Schedule of Benefits.

Elder Matters

Elder Parent Will Preparation:
Each Eligible Parent may receive one Simple Will per year at no charge. The attorney will prepare the document and discuss the legal requirements for signing the will. This benefit does not cover Complex Wills, as defined in the Definitions section.
This benefit is limited to one use per year per Eligible Parent.

Elder Parent Living Will/Health Care or Advance Directive:
Each Eligible Parent may request one Living Will/Health Care or Advance Directive, as they are defined in the Definitions section, per year at no charge. The attorney will prepare the document as authorized by state law and discuss the legal requirements for signing the Living Will/Health Care or Advance Directive. The titles of the above documents may vary by state.
This benefit is limited to one use document/set of documents per year per Eligible Parent.

Elder Parent Durable Financial Power of Attorney:
Each Eligible Parent may request one Durable Financial Power of Attorney, as defined in the Definitions section, per year at the co-pay rate shown in the Schedule of Benefits. The attorney will prepare the documents as authorized by state law and discuss the legal requirements for signing the Durable Financial Power of Attorney. The titles of the above documents may vary by state.
This benefit is limited to one document/set of documents per year per Eligible Parent.

Elder Parent Health Care or Medical Power of Attorney:
Each Eligible Parent may request one Health Care or Medical Power of Attorney, as they are defined in the Definitions section, per year at the co-pay rate shown in the Schedule of Benefits. The attorney will prepare the document as authorized by state law and discuss the legal requirements for signing the Health Care or Medical Power of Attorney. The titles of the above documents may vary by state.
This benefit is limited to one document/set of documents per year per Eligible Parent.

Residential Matters

Real Estate Sale or Purchase or Refinancing of Primary Residence:

The services of an attorney for the sale or purchase or refinancing of a primary residence (where Member has resided or intends to reside for twenty-seven (27) weeks or more per year). This service includes the review and/or preparation of closing documents and/or attendance by the attorney at closing in situations when it is customary for the attorney to do so. This benefit does not include services performed by or for a title company, or for an attorney acting on behalf of a lending institution. Home equity loans and the sale or purchase of unimproved or rental properties are not included.
This benefit is limited to one closing per year.

Tenant Dispute:
Representation of the Member as a tenant in a dispute with his/her landlord. This benefit does not include representation for a tenant in a dispute with other tenants or for a tenant acting in his/her capacity as sublessee or sublessor.
This benefit is limited to one use per year.

Financial Matters

Debt Collection Defense:
The defense of any dispute involving personal (non-business related) debt. This benefit includes correspondence, negotiating with creditors to arrange a repayment schedule, assistance in limiting harassment by bill collectors, and negotiating settlement after a complaint is filed. This service does not include defense against execution of a court-ordered judgment or efforts to vacate or set aside a judgment.
This benefit is limited to one use per year.

Bankruptcy:
Representation on behalf of the Member for personal (non-business related) bankruptcy protection under Chapter 7 or 13 of the Internal Revenue Code.
This benefit is limited to one use per year.
This benefit applies to the Member/Covered Spouse only.

Foreclosure:
Defense of the Member in an action to foreclose on the Member's primary residence (where Member has resided or intends to reside twenty-seven (27) weeks or more per year.)
This benefit is limited to one use per year.
This benefit applies to the Member/Covered Spouse only.

Tax Audit:
Includes the services of an attorney (but not accounting services) during a personal (non-business related) tax audit required by federal and state tax authorities and negotiations relating to it. This benefit does not include a defense against criminal charges nor the defense of civil tax litigation in any tax court.
This benefit is limited to one use per year.

Family Matters

Separation, Divorce, Civil Annulment:
Legal representation of the Member for up to the maximum shown on the Schedule of Benefits in an uncontested separation or civil annulment; consent or default divorce, uncontested divorce or Contested Divorce. An uncontested separation, divorce or civil annulment does not involve significant disputed issues and the parties resolve any issues prior to any court supervised proceeding. A consent or default divorce does not involve any disputed issues and the opposing party is not represented by counsel. The benefit for uncontested matters does not provide any coverage of an attorney's fee for: (1) services in excess of the maximum shown on the Schedule of Benefits; the Member must pay the attorney's fee for services in excess of the maximum; or (2) contested matters in which case the Member must pay the attorney's fee for services, unless the coverage includes contested matters and the benefit shall be in accordance with the Schedule of Benefits. A contested separation, divorce or civil annulment requires more than five hours of attorney time, and involves disputed issues and requires that both parties be represented by an attorney.

This benefit is limited to one use per year (representation seeking or defending against interim order shall constitute a separate use). This benefit applies to the Member and Covered Family Members only for actions not involving the Member as an opposing party.

Post-Divorce Proceedings:
Legal representation of the Member for up to the maximum listed on the Schedule of Benefits in a contested or uncontested post-divorce proceeding. An uncontested post-divorce proceeding does not involve significant disputed issues and the parties resolve any issues prior to any court supervised proceeding. The benefit for uncontested matters does not provide any coverage of an attorney's fee for: (1) services in excess of the maximum listed on the Schedule of Benefits; the Member must pay the attorney's fee for services in excess of the maximum; (2) contested matters in which case the Member must pay the attorney's fee for services, unless the coverage includes contested matters and the benefit shall be in accordance with the Schedule of Benefits. A contested post-divorce proceeding requires more than five hours of attorney time, involves disputed issues and requires that both parties be represented by an attorney. This benefit includes custody, support, and alimony proceedings.
This benefit is limited to one use per year. This benefit applies to the Member and Covered Spouse only for actions not involving the Member as an opposing party.

Prenuptial Agreement:
This service covers the preparation of an agreement by a Member and his or her fiancé/partner prior to their marriage or legal union (where allowed by law), outlining how property is to be divided in the event of separation, divorce or death of a spouse. Representation is provided only to the Member. The fiancé/partner must have separate counsel or must waive representation.
This benefit is limited to one use per year.

Name Change:
Services required to accomplish a legal name change for a Member/Covered Family Member.
This benefit is limited to one use per year per Member/Covered Family Member.

Uncontested Guardianship/Conservatorship:
Services required to establish a Member/Covered Family Member as the guardian(s) or conservator(s) of a family member of either the Member or Covered Spouse another. This benefit does not include fees for a court-appointed attorney for the child/conservatee.
This benefit is limited to one use per year.

Uncontested Government Agency/Stepparent Adoption:
Legal representation up to the maximum shown in the Schedule of Benefits in a governmental agency or stepparent adoption. An uncontested adoption does not involve significant disputed issues. This benefit does not include: (1) contested termination of parental rights; (2) fees for a court-appointed attorney for the child; or (3) adoptions(s) made through any agency other than a governmental agency. A contested adoption requires more than five hours of attorney time and involves disputed issues. If the amount of an attorney's time for uncontested adoption exceeds the maximum shown in the Schedule of Benefits, or if the adoption becomes contested, then coverage will terminate and the Member will be responsible for any additional legal fees.
This benefit is limited to one use per year.

Juvenile Court Proceeding:
Services related to the representation of the dependent child of a Member/Covered Family Member in any juvenile court proceeding, provided the child's interest is not in conflict with the Member's and/or Covered Family Member's interest. This benefit does not cover any matter that falls outside the jurisdiction of juvenile court or any matter that may be considered a felony.
This benefit is limited to one use per year.

Civil Matters

Civil Litigation Defense:
Services related to the representation of a Member who is a named defendant in a filed civil lawsuit (non-business related), up to and including the trial thereof. This benefit does not include: (1) any debt collection or family law matters; (2) lawsuits normally handled on a contingent fee basis; or (3) matters for which the Member has or is required by law to have insurance.

This benefit is limited to one use per year.

Discounted Contingency Fees:
Participating Attorneys will handle the matter at a maximum percentage of the gross award. It is the Member's responsibility to pay this fee and all costs.

- When state laws set contingency fees: Lesser of 10% less than state law maximum fee or the Participating Attorney's usual fee.
- When state laws do not set contingency fee: Maximum of 29% if settled before trial, 36% if trial is conducted, or 40% after an appellate brief is filed.

Contingency rate discount applies in those cases where attorneys customarily take a case on a contingency fee, (an agreed upon portion of any recovery), depending on the outcome of the case.

Mediation:
This benefit does not include the cost of the mediator's services.

Criminal Defense

Traffic Ticket:
Services related to the representation of the Member in defense of any traffic ticket except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor, trial, and counseling and preparing Member for self-representation at any hearings if chosen. This benefit does not cover violations related to a commercial driver's license.
This benefit is limited to one use per year.
This benefit applies to the Member only.

Serious Traffic Matter:
Services related to the representation of a Member who is charged by governing authorities with moving traffic violation(s) and conviction could result in suspension or revocation of a state-issued license permitting a person to drive a motor vehicle. This benefit does not cover violations related to a commercial driver's license.
This benefit is limited to one use per year.

Administrative Proceeding:
Services related to the representation of a Member in an administrative proceeding relating to the suspension or revocation of driving privileges. This benefit does not cover suspension or revocation of a commercial driver's license.
This benefit is limited to one use per year.

Misdemeanor Defense:
Defense of a Member in connection with criminal misdemeanor charges (not associated with any felony charge).
This benefit is limited to one use per year.

DUI/DWI Defense:
Defense of a Member in connection with Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) violations/citations misdemeanor charges (not associated with any felony charge). This benefit does not include employment related DUI/DWI charges. This benefit does not include misdemeanors relating to a commercial driver's license. This benefit does not include adjustments to probation or parole.
This benefit is limited to one use per year. This benefit applies to the Member only.

Small Business Owner Advice and Representation

Incorporation Advice and Filing:
This service covers the review of a Certificate of Incorporation, up to the number of pages shown in the Schedule of Benefits, advice and consultation regarding the Certificate of Incorporation, and assistance filing the application with the appropriate governing agency. To qualify for this benefit, the Certificate of Incorporation must be related to a Small Business owned by the Member and the

Small Business may not present a current or potential future conflict with the Policyholder. For a definition of Small Business, please see the Definitions section. This benefit does not include coverage for any filing fees required by the governing agency.
This benefit is limited to the maximum number of pages shown on the Schedule of Benefits and one use per year.
This benefit applies to the Member only.

OBTAINING BENEFITS

Claim for Benefits

1. Members should call the Member Service Center to confirm the potentially applicable benefit(s) prior to consulting with any attorney. The Member/Covered Family Member must provide all information requested with respect to the circumstances of an insured event or service provided. The Member Service Center will assign a Participating Attorney to provide services relative to the matter. Failure to notify the Member Service Center within thirty (30) days following consultation with an attorney may result in a denial of benefits.

2. To confirm coverage for matters to which Managed Case Rules apply reference Managed Case Rules in the Schedule of Benefits.

3. Members and/or Covered Family Members who are requesting services must remain enrolled and continue to pay premium hereunder.

4. Upon completion of a Covered Service, the Member/Covered Family Member may be required by the Participating Attorney to sign a confirmation of completion. Failure to sign the confirmation may result in denial of the claim and the Member/Covered Family Member will be responsible for all legal fees.

5. If the Member/Covered Family Member pays for pre-authorized services provided by a Non-Participating Attorney, the Member must submit a reimbursement form (provided by Member Service Center) accompanied by an original itemized bill, proof of payment and supporting documentation sufficient to demonstrate the work completed in the matter within sixty (60) days after incurring the legal fees. Benefits provided to the Member/Covered Family Member for Covered Services are subject to the maximum as shown in the Schedule of Benefits.

6. Payment by Us for Covered Services does not preclude the attorney (whether Participating or Non-Participating) from seeking and recovering attorney's fees from an opposing party, where authorized by law, court rule, or contract, at the attorney's customary or prevailing rate. If the Member/Covered Family Member receives reimbursement of attorney's fees, then the Member/Covered Family Member agrees to reimburse Us for payments issued.

Disputes Between Member and Covered Family Member

In the event that the Member and one of the Covered Family Members are involved as adversaries in a dispute that is a Covered Service, only the Member will be covered.

If two or more Covered Family Members are involved in a dispute that is otherwise covered, no coverage will be provided.

If two Members are involved as adversaries in a dispute that is a Covered Service, separate coverage for each Member will be provided.

EXCLUSIONS

The following benefits are excluded:

Appellate court proceedings, class actions, interventions, malpractice proceedings, actions in which punitive damages are being sought, derivative actions and amicus curiae filings.

The preparation and filing of individual, partnership or estate tax returns, appellate or administrative proceedings related to tax returns, litigation before the U.S. Tax Court, U.S. Court of Claims or any other federal, state or other courts with respect to tax matters.

Matters relating to: securities, trademark or patent matters; business or commercial interests, including, but not limited to, professional, partnership and/or corporate matters; matters arising out of a Member/Covered Family Member's role as an officer or director of an organization; matters involving the law or laws of jurisdictions other than the United States and its territories except as specifically described under Covered Services]; any matters involving a government (domestic or foreign) entity or agency except as specifically described under Covered Services; farm related issues; matters involving commercial or rental property transactions, including the purchase, sale or lease of investment or income-producing property. A multi-family residence, whether or not used by the Member/Covered Family Member as his or her primary residence, is deemed an investment or income-producing property.

Legal services that are fully paid for or provided at no cost by any governmental agency, organization or insurance company.

Matters that the attorney deems frivolous, spurious, harassing, or unethical or otherwise prohibited by the Model Rules of Professional Conduct of the state in which the attorney is licensed.

Costs associated with covered legal services, including but not limited to, all fines, court costs, penalties, sanctions, expert witness fees, bonds, bail bonds, attorney fees awarded as part of a judgment, exhibits, deposition costs, filing fees, transcripts, postage, telephone, photocopying, recording fees, messengers, judgments, jury fees, court reporter fees, investigative costs, mediator or arbitrator fees, and all other incidental and out-of-pocket legal and litigation costs.

Any services on behalf of a Covered Family Member against the interests of the Member.

Any employment-related matter. This includes, but is not limited to, any dispute involving the Member's employer or its affiliates, their officers or directors, the Member's employee benefit plans, credit unions, programs or arrangements sponsored by an employer, or cases involving workers' compensation, unemployment compensation, sex harassment, and age discrimination.

Any dispute or proceeding against the following persons or entities, their officers, directors, employees, or agents: any person or entity involved in the sale, marketing, administration or other processes related to the Policy; Legal Plan Administrator or its subsidiaries; Claims Administrator or its subsidiaries; Policyholder; Member's employer; Virginia Surety Company, Inc. and it's parents, subsidiaries or any affiliated or successor company, plan underwriter or reinsurer; or any Participating and/or Non-Participating Attorney, if the dispute or proceeding pertains to services provided under the Policy.

Except for consultation, the Policy will not provide benefits in connection with pre-existing matters, which includes any matter where the Member/Covered Family Member is on notice as to a pending legal dispute or has previously contacted an attorney.

The Policy does not allow benefits listed under the Covered Services section to be combined for one legal matter.

Where there are specific hours or dollar amounts provided in the Policy, or where a maximum is set under the Managed Case Rules, the Member will be responsible for all attorney fees incurred which exceed the maximum. Additional exclusions related to each benefit are included in the Covered Services.

GENERAL PROVISIONS

Attorney-Client Relationship

All attorneys are subject to the authority of the state Supreme Court and the state bar association of the state(s) where they are licensed to practice. The Member has the unrestricted right to choose an attorney. The Member's relationship with an attorney is privileged and strictly confidential. We will not interfere in the attorney-client relationship or in the attorney's independent exercise of his or her professional judgment. Participating Attorneys are not certified specialists. Participating Attorneys are not agents or employees of either the Legal Plan Administrator or Us.

The Member shall authorize the Participating Attorney to provide the Legal Plan Administrator with information and supporting documentation on the number and type of services provided to the Member.

By using legal services benefits that are provided under the Policy, the Member agrees that neither We, nor the Policyholder, nor any other person involved in the marketing or administration of the Policy, shall have any liability for the acts, errors or omissions of an attorney providing services, in whole or in part.

Non-Participating Attorney Services

If the Member already has an attorney, the Member may prefer to use her/him as a Non-Participating Attorney. To do so, the Member must first contact the Member Service Center and notify the representative of his/her intention to use a Non-Participating Attorney for a Covered Service. The Member Service Center will send the Member a claim form which must be completed and returned in order to request reimbursement. The Member's reimbursement will be based on the reimbursement schedule shown under the Non-Participating Attorney column of the Schedule of Benefits. If a Member has a Non-Participating Attorney he or she would prefer to work with, the Legal Plan Administrator may elect to offer to negotiate with the attorney on behalf of the Member, but cannot guarantee the Non-Participating Attorney will accept the Plan Discounted Rate.

Subrogation and Coordination of Benefits

All benefits will be subject to subrogation and coordination of benefit rules. For the purpose of subrogation, We may require the Member/Covered Family Member to assign all rights of recovery of legal fees to the extent that payment is made by Us. If an assignment is sought, the Member/Covered Family Member must cooperate in providing the assignment.

Legal Terminology

The Member or Covered Family Member may call the Member Service Center to obtain a definition or explanation of any term used herein.

Coverage Territory

The coverage territory includes the United States and United States territories.

Premium Refund Provision

In the event that the premium mode is other than monthly and the Group Policy is terminated or the Member elects to terminate the coverage, a pro-rata premium refund will be made in accordance with the insurance laws of the Policyholder's state.

Secondary Coverage

If the Member/Covered Family Member is entitled to receive legal services or reimbursement for legal services from any other person or organization, the coverage available under the Policy would be considered excess as defined in the National Association of Insurance Commissioners Model Coordination of Benefits Provisions.

Termination and Cancellation of Coverage

Coverage provided to the Member shall terminate upon the first of the following to occur:

a. Cancellation or termination of the Group Policy;
b. If applicable, the Member fails to re-enroll;
c. The Member is no longer associated with Policyholder; or
d. The Member fails to remit premium when due, subject to the statutory grace period.

Coverage provided to a Covered Family Member of a Member shall terminate upon the first of the following to occur:

a. The Member's coverage is cancelled or terminated; or

b. The family member ceases to qualify as a Covered Family Member as defined.

When coverage for a Member/Covered Family Member terminates and a matter is unresolved when coverage terminated, then any further legal work between said Member/Covered Family Member and the Participating Attorney shall be outside the scope and coverage of the Policy. The Participating Attorney shall not be obligated to provide any benefits under the Policy and any further legal services shall be based upon an independent and separate fee agreement entered into, if at all, between the former Member/Covered Family Member and the attorney. If such an agreement is not entered into, then the Participating Attorney may withdraw from any further representation in accordance with applicable law and State Bar standards.

Illegal Activity, Misrepresentation and Fraud

We will not provide coverage if the Member/Covered Family Member has intentionally concealed or misrepresented any material fact or circumstances or been involved in any illegal activity related to the Policy or claim. We will not provide coverage if doing so would be in violation of any United States economic or trade sanction.

Portability

The Member may continue this insurance by electing the option of portability when the Member no longer qualifies as an employee of the Policyholder or as a Member of the group to which the Group Policy is issued. The Member must apply for portability within sixty (60) days of this disqualifying event and make arrangements for premium payment. Portability coverage will take effect, subject to payment of the initial premium, as of the date the Member's coverage under the Group Policy terminates. Credit will be given for any applicable Waiting Period based upon the number of months coverage was in force for the Member under the Group Policy.

Waiver of Premium

Upon the death of the Member, coverage for the surviving Covered Family Members continues for the remainder of the current Group Policy term. We waive further premium payments during this time.

Upon the Member being called to active duty for a period of more than thirty (30) consecutive days for the purposes of military service or of responding to a declared national emergency, coverage for the Covered Family Members will continue, without the payment of premium, for the length of the Member's absence and for so long as the Member remains eligible for benefits through the Policyholder.

Conformed to Statute

Any terms herein that conflict with the statutes of the jurisdiction where issued are amended to conform to the statutes.

Assignment of Benefits

The benefits provided herein are not assignable.