



Relax...
You Can Be Covered
LEGAL RESOURCES



**NATIONWIDE
 COVERAGE**



**PROTECTS
 YOU AND YOUR
 FAMILY¹**

**LIMITED
 OPEN
 ENROLLMENT**



**COURTROOM
 REPRESENTATION²**



1. Family includes spouse and dependent children under 19 years of age or under 23 years of age if a full-time student.
 2. Attorney fees covered 100% or discounted up to 25% depending on the legal matter. Please review the summary of services for a complete description of services provided, limitations and exclusions.

View our Brief Video at www.legalresourcesplan.com

INFORMATION YOU SHOULD KNOW...

- ❖ All attorney fees for legal services listed in the “Summary of Services” are either covered in full 100% or discounted 25% depending on the legal matter.
- ❖ You choose a law firm from the Legal Resources network. Our experienced, local attorneys will provide all the services covered by the plan. You will receive your Subscriber Membership Card with your plan attorney firm’s name and phone number.
- ❖ The affordable payroll deducted monthly fee includes unlimited use of covered services for all covered family members.
- ❖ You can only enroll in this plan within 30 days of your initial hire date or during an open enrollment period.
- ❖ To enroll, complete the enclosed enrollment form and submit it to your Benefits Office.
- ❖ If you leave your employer you can keep this benefit.
- ❖ Nationwide coverage with our National Protection Rider.



Attorney Fee Savings

“Estimated Attorney Fees” Demonstrates the potential savings our legal plan provides. The estimated attorney fees do not represent actual payments but rather the standard fee or hourly rate an attorney would charge for that service.

Examples of Estimated Legal Services	Estimated Attorney Fees without Legal Plan	Attorney Fees as a Legal Resources Subscriber
❖ Legal Counsel and Advice for all covered benefits	\$250/hr	- 0 -
❖ Traffic Court Representation	\$500-\$1000	- 0 -
❖ DUI Court Representation (1st Offense)	\$1000-\$1500	- 0 -
❖ Will Preparation <i>(Includes living will, medical durable power of attorney, advance directives, and coverage provisions for minors)</i>	\$300-\$500 per person	- 0 -
❖ Credit /Warranty Disputes	\$250/hr	- 0 -
❖ Reviewing a financial Contract or Lease	\$250/hr	- 0 -
❖ Tenant Disputes with Landlords	\$250/hr	- 0 -
❖ Uncontested Divorce Representation	\$750-\$1000	- 0 -
❖ Uncontested Domestic Adoption <i>(includes name change)</i>	\$750-\$1000	- 0 -
❖ Purchasing or selling a primary residence <i>(A minimum \$50.00 administrative charge will apply in all real estate closings)</i>	\$300-\$600	- 0 -
❖ Defending a Civil Action in District Court	\$1000-\$1500	- 0 -
❖ Defending your child in Juvenile Court <i>(misdemeanor)</i>	\$750-\$1500	- 0 -

*Please review the enclosed Summary of Services for a complete description of all services and limitations PRIOR to enrollment. Subscriber responsible for all non-attorney costs (filing fees, fines, court costs, etc.). *with a participating provider.

FOR ENROLLMENT INFORMATION CALL YOUR REGIONAL OFFICE

RICHMOND
804-897-1700

HAMPTON ROADS
757-498-1220

MARYLAND
301-654-9490

1-800-728-5768
legalresources@legalresourcesva.com

SUMMARY OF SERVICES

The duties and responsibilities of the Plan Attorney under this Agreement to the Subscriber and Covered Person (where applicable) shall consist of the following legal services:

1. **General Consultation and Advice:** To be provided at the Plan Attorney's office, or by telephone as deemed appropriate by the Plan Attorney regarding general legal issues covered under the Summary of Services. For matters listed under the Expanded Coverage Rider, up to one (1) hour of initial consultation is provided. Any other consultation and advice will be at the discretion of the Plan Attorney, and may be billed by the attorney at his discounted rate as provided for in the Expanded Coverage Rider.
2. **Consumer Relations:** Representation of Subscriber in connection with any action which may be brought in the District Court against a manufacturer, distributor, service agency or retailer for defects in any merchandise, article or service or in a recovery on any warranty or guarantee whether implied or expressly given in connection with the sale of any merchandise, article or service, where such claim is in excess of \$400. Personal injury claims as a result of such defects are specifically excluded.
3. **Credit Protection:** Consultation, advice, and preparation of clarification letter(s) relating to billing disputes and collection agency harassment. District Court representation is provided if applicable. This does not include credit recovery action(s) or extensive credit negotiations.
4. **Preparation of Will and Related Documents:** Preparation, revision and periodic review of Will. This Will is defined as a Will with a reasonable number of direct bequests of money and/or property, and which:
 - *in Virginia* may also include a simple contingent trust provision for children in the event of the death of both parents.
 - *in Maryland and the District of Columbia* may also include a provision for a transfer under the Uniform Transfer to Minors Act for the benefit of each child in the event of the death of his/her parents.These services do not include Wills requiring the creation of other types of trust. This Will may include, at Subscriber's request, an Advanced Medical Directive (Medical Durable Powers of Attorney and the preparation of "Living Wills") and Financial Powers of Attorney. This coverage is for subscriber and spouse only and is not transferable to dependent children.
- 5a. **Estate Advice:** Plan Attorney will also provide advice to Covered Person in connection with problems they may encounter as beneficiaries, administrators, or executors with respect to any estate, provided that the estate is not of a size to require the filing of a Federal estate tax return. However, this provision shall not require the Attorney to act as administrator or executor of such estate.
- 5b. **Elder Law Matters:** Elderly parent powers of attorney will be provided in accordance with Plan Attorney's professional and ethical requirements in the event of incapacity of the parent where parent is granting Covered Person power of attorney. Elderly parent powers of attorney do not include estate matters, gifting, disclaimers and creation of trusts and all such documents.
- 6a. **Civil Actions (Plaintiff):** Representation as a plaintiff in connection with the filing of a civil action subject to the jurisdiction of the District Court. Representation shall be limited to action in the District Court. Claim must exceed \$400. Collection of judgements covered under the Expanded Coverage Rider. No representation shall be available under this item for any action that the Plan Attorney deems is either non-meritorious, calculated to be vexatious only, of a non-material or non-consequential nature or which would be contrary to public policy. In the event any damages are recovered or some form of monetary benefit received, the first one thousand dollars (\$1,000) of any such recovery shall be free from any fee assessment by the Plan Attorney. The one thousand dollar (\$1,000) exclusion does not apply to Personal Injury Claims (see Personal Injury Box). With respect to any excess, however, a contingency fee may be assessed by prior written agreement between the Covered Person and the Plan Attorney. If legal fees are awardable by either statute, rule of court, or contract Plan Attorney shall be entitled to the full amount of such fees.
- 6b. **Civil Actions (Defendant):** Representation in connection with any civil action in which the covered person is named as a defendant, at the District Court only. Claim must exceed \$400. This excludes cases where Covered Person is provided legal representation through insurance or other indemnification arrangements.
7. **Domestic Adoptions:** (1) Representation of Covered Person as adopting step-parent in an uncontested adoption; (2) representation of Covered Person as adopting family member with parental consent in uncontested adoptions of family members; and (3) representation of Covered Person as adopting parent or step-parent in an uncontested adoption previously recommended by a licensed child placement agency. These services include change of name of adopted child. This does not include other private adoptions where the Court functions as agency representative. An uncontested adoption is defined as an adoption in which all necessary parties affirmatively consent to, or affirmatively waive their rights to oppose the adoption by signing a consent form. Necessary parties who cannot be located and must be provided with notice of the adoption should not be deemed to have consented to the adoption.
- 8a. **Real Estate Transactions (Closings):** The Subscriber is entitled to legal assistance and representation in connection with the sale and/or purchase of the Subscriber's primary dwelling. **If purchasing**, this includes representation in relation to the purchase of the primary family dwelling. Representation will be on **either** the purchase and closing of the lot, **or** the closing on a construction loan, **or** the closing on a permanent mortgage, but not each individually unless they are combined into a single closing. **If selling**, this includes contract review and deed preparation for the Subscriber. **The real estate benefit is not transferable to dependents or non-subscribers involved in the transaction.** This shall not include representation for refinancing or negotiations for such transfer or financing, or to perform any title search or surveys, or situations involving special circumstances (such as liens or title issues) as deemed by the Plan Attorney (see Expanded Coverage Rider). In Real Estate cases where closing services are provided for the Subscriber (by a builder, real estate agent, title company, etc.), representation will not be provided. However, if circumstances develop in the closing which leave the Subscriber without representation, the Plan Attorney will provide representation. The Plan Attorney is not responsible for administrative costs associated with the closing. A *minimum* \$50 administrative fee will be charged to cover non-attorney costs.
- 8b. **Non-Sale Real Estate Transactions (Deeds):** Review and preparation of quit claim deeds, and deeds of transfer, provided the legal work requested is for the Covered Person.
9. **Insurance Matters:** Representation of Covered Person in connection with any claim against his or her insurer by reason of failure to provide or pay the benefits as contracted for and general advice as to interpretation of any policy provision. Includes: Accident and Health, Life Annuity, Fire, Automobile and Homeowners. Litigation limited to District Court. In the event of litigation, the conditions set forth in item 6a. (Plaintiff) shall apply.
- 10a. **Tenant-Landlord Matters:** Representation of Covered Person as Tenant in connection with any claims or controversies arising out of a tenant-landlord relationship with respect to Covered Person's apartment or dwelling which is the Subscriber's principle place of residence. Litigation limited to the District Court only.
- 10b. **Landlord-Tenant Matters:** Up to one (1) hour of initial consultation and advice on matters involving Subscriber as Landlord. This will include preparation of "five-day late letter" and advice for filing the motion for judgement. Court representation may be provided under the Expanded Coverage Rider at the discretion of the Plan Attorney.
11. **Traffic Violations:** Representation before the District Court for misdemeanor traffic offenses for Covered Person with a valid driver's license not subject to restriction or suspension at the time of the infraction (See Expanded Coverage Rider). Alcohol or controlled substance related traffic offenses are limited to first offense only.
12. **Preparation and Review of Legal Documents:** Preparation and review of routine legal documents including but not limited to specific and general powers of attorney, financial powers of attorney, bills of sale, and affidavits.

13. **Defense of Juveniles:** Representation of Subscriber's minor dependent children in misdemeanor proceedings in the District Court, Juvenile and Domestic Relations Court, or Family Court. For offenses involving alcohol or illegal drugs, representation is limited to the first offense only. Subsequent offenses, felonies, and/or felony related charges excluded. (See Expanded Coverage Rider).
14. **Uncontested Divorce:** The Subscriber only shall be entitled to representation in connection with any uncontested divorce proceeding or separation, including the preparation of a separation agreement and the filing of the bill of complaint for divorce, separation or annulment and other services necessary for termination of the relationship.
Uncontested divorce refers to initiating a no fault divorce which will include a property settlement agreement reconciling all equitable distribution; property issues; and child custody, support and visitation issues; signed by your spouse. It includes the draft of one proposed property settlement agreement meant to resolve all issues. It does not include multiple drafts of property settlement agreements with the exception of correcting (a) clerical errors and (b) minor revisions.
In the event of a **contested** divorce/separation matter or family law issues which arise subsequent to the divorce/separation, representation by your Plan Attorney will require a separate fee as stated under the Expanded Coverage Rider.
The preparation of Qualified Domestic Relations Orders, pre-nuptial agreements, or representation in any separate family law matters involving child custody, visitation, and support; spousal support; or contested adoption, may be available under the Expanded Coverage Rider.
15. **Criminal Violations:** Representation in misdemeanor matters as defendant through trial in the District Court.
16. **Change of Name:** Simple uncontested change of name.
17. **Local Administrative Proceedings:** Consultation, advice and representation if applicable (*at the initial hearing*) with respect to civil administrative proceedings by or against any local government commission or local government board such as zoning or property disputes.

• Non-Attorney Costs •

Covered Person responsible for all non-attorney costs (i.e.: filing fees, court costs, mileage, postage, phone calls, etc.).

PERSONAL INJURY 25% CONTINGENT FEE

Consultation and review for Covered Person in connection with a personal injury claim as plaintiff. Attorney will evaluate all factors and determine, at the attorney's discretion, whether or not representation will be provided. If attorney represents covered person and any damages are recovered or a monetary benefit is received, a contingent fee of twenty-five percent (25%) will be assessed by the Plan Attorney. The one thousand dollar (\$1,000) exclusion under Item 6a does not apply.

Federal Court, Appellate Court, Supreme Court, Medical Malpractice claims and products liability claims may require a separate fee arrangement based upon the mutual agreement of the Covered Person and the Plan Attorney. Covered Person will be responsible for all non-attorney costs.

NATIONAL PROTECTION RIDER

- **Receive free initial advice and consultation** on legal matters outside your Covered Area.
- **Receive a 25% attorney fee discount**, for most personal legal matters, where attorneys are available.
You must call Legal Resources to be referred to a National Protection Rider representative.

MASTER PLAN EXCLUSIONS

No benefits or services of any kind are provided under the Master Plan wherein the following circumstances are present:

- A. Controversy or proceeding between Administrator and any party to the Plan.
- B. Consultations, civil or criminal legal actions, any part of which: (a) involve the Contract Holder, or any included employer or participating sponsor of this coverage; or (b) relate to employment would exclude the entire action.
- C. In controversies or any matter between Subscriber and spouse or dependents, Subscriber only is covered.
- D. Any legal matter which might involve or name the Covered Person, but the legal work, advice, or action requested is for the benefit of a non-covered person. Except in the event of elderly parent powers of attorney as set forth under item 5b.
- E. Any matter between Subscriber and Plan Attorney.

EXPANDED COVERAGE RIDER

A TWENTY-FIVE percent (25%) attorney fee and/or legal assistant/paralegal fee discount on customary and usual fees. Plan Attorney Firm will evaluate all factors, before representation will be provided where specialized attorney services are available.

- (Pre-Existing). The matter requiring legal services originated prior to the effective date of the Subscriber Enrollment Form and involved either (1) the commencement of any legal action or legal proceeding by or against the Subscriber including the issuance of a summons; or, (2) the prior retention by the Subscriber of the services of another attorney or mediator; or, (3) the signing of a real estate contract or separation agreement prior to membership.
- Probation Violations, Bond Hearings and/or violations of existing court orders, and *capias* charges (failure to appear).
- Immigration - Specialty consultation fee of \$100 (one hour consultation session) is provided. This fee may be applied to the attorney fees if further representation is provided. Subscriber will receive 25% attorney fee discount. Service provided only where immigration Plan Attorneys available.
- Defense of criminal actions which involve the use of alcohol, illegal drugs or fire arms, except first offense DUI as set forth under item 11 and juvenile first offenses as set forth under item 13.
- Any matter not specifically covered under the Summary of Services herein.

PERSONAL AND FAMILY MATTERS

Preparation of Qualified Domestic Relations Orders, contested family law issues, pre-nuptial agreements, Parental Placement Private Adoptions, re-adoptions, adoptions that originated outside the United States, protective orders/peace orders, guardianships, bankruptcy filing, estate representation, elder law, felonies, expungements, applicable DUI and/or traffic offenses, collection of judgments, tax law issues, securities law issues, appellate court proceedings, removal, appeals, trials **de novo**, and federal court proceedings.

REAL ESTATE MATTERS

Civil actions and disputes not tried in District Court. These include matters evolving from a real estate closing such as a dispute with builder and/or breach of contract. Other matters include real estate issues involving specialized property rights, adjacent property acquisitions, home equity/improvement matters, refurbishment requirements, refinances, second homes and rental property.

SMALL BUSINESS MATTERS

Representation for Covered Person for routine business or commercial matters. To qualify, business must not exceed \$100,000 gross revenue per year.

COURT AND ARBITRATION REPRESENTATION

Representation as plaintiff or defendant in arbitrated disputes; federal courts and non-covered state courts.

ADDITIONAL ADMINISTRATIVE PROCEEDINGS

Representation for school board disputes, civil administrative proceeding by or against any state or federal government agency, and family law or other social services disputes, and representation in condo/homeowner associations and other non-government entity disputes.

LEGAL MATTERS OUTSIDE COVERED AREA

Legal matters that can be referred to a Plan Attorney in another Covered Area.