

Primerica Legal Protection Program™

Dear Member:

The Member and all Covered Persons will receive the legal services (the "Services") as outlined in this Contract and any attachments. This is in return of your payment of the membership fee (plus applicable taxes) and abiding by the terms and conditions of this Contract. The Services will be provided by attorneys designated by the Company, who are licensed attorneys (referred to as the Provider Attorney or Referral Attorney as defined in the General Provisions). All requests for Services must be directed through the Provider Attorney in your state of residence during normal office hours. For legal matters that arise within the United States and outside your state of residence, the Provider Attorney may assign an attorney who is licensed in that state. Should you move to a new state, your Contract and Provider Attorney will switch to your new state of residence after you notify the Company. Please refer to the General Provisions and other sections of this Contract for the definition of capitalized terms.

CONSULTATION SERVICES

A. Telephone Consultation. A Covered Person may receive toll-free telephone consultations on an unlimited number of personal legal matters. Additionally, the Provider Attorney, in his/her Professional Judgment, may provide up to one hour of legal research concerning the matter.

B. Letter or Telephone Call. If the Provider Attorney determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of assistance to the Covered Person, then the first letter or phone call (for each non-related personal legal subject matter per Membership Year) will be written or made on behalf of the Covered Person. Additional phone calls or letters from the Provider Attorney after the first one per subject per Membership Year will be provided under the 25% Discount.

C. Document Review. After consultation, the Covered Person may submit for review any personal legal document of 15 pages or less relating to the consultation, in which the Covered Person is a contracting party. Document review does not include review of a document(s) for use in ongoing court proceedings or lawsuits, such as petitions, complaints, or requests or motions for court determination. The Provider Attorney will review a copy and advise the Covered Person by telephone consultation on any areas of concern and the legal implications of those provisions and their conformity to state and federal law. Any negotiations about the document are available under the 25% Discount.

24/7 EMERGENCY ACCESS

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling this emergency number 1-877-825-3797 to consult with the Provider Attorney only when:

1. The Covered Person is detained by a Law Enforcement Officer. (A "Law Enforcement Officer" is any representative of any federal, state, or local law enforcement agency while that representative is acting in an official capacity or any private security personnel acting in the course of such person's employment). "Detained" means being restrained, searched, or deprived of immediate liberty by a Law Enforcement Officer.

OFFERED BY:
PRE-PAID LEGAL CASUALTY, INC.
ONE PRE-PAID WAY - P.O. BOX 145
ADA, OKLAHOMA 74820
1-800-654-7757

2. The Covered Person is detained or questioned by a Law Enforcement Officer or any representative of a federal, state, or local child welfare agency regarding a minor child in the Covered Person's custody, control, or any dependent child of the Covered Person.
3. The Covered Person is involved in an accident that results in bodily harm or physical injury.
4. The Covered Person is served with a warrant.

The telephone access provided is subject to conditions imposed by the detaining or questioning authority, which may prevent a Provider Attorney from communicating with the Covered Person on an immediate basis.

24/7 Emergency Access Exclusion:

Assistance in making, posting, obtaining bond, bail, or other security required for release.

RESIDENTIAL LOAN DOCUMENT SERVICES

When buying their primary residence, the Member and Member's spouse, are entitled to have all residential loan documents, as may be required by the lending institution or by law, prepared by the Provider Attorney. All information necessary for the preparation of the documents must be provided to the Provider Attorney at least five business days prior to the closing date. These Services are available once each Membership Year. Any documents prepared by the seller, lender, or a third-party may be reviewed by the Provider Attorney prior to closing. This Service does not include review of the abstract, preparation of a title opinion, or the Provider Attorney's presence at the closing. These may be provided under the 25% Discount.

FAMILY & DOMESTIC RELATED SERVICES

Each of the following Family and Domestic Related Services described in this section become available after your membership has been active for 90 consecutive days from the Effective Date. These Services are excluded from any proceedings that have already been initiated.

A. Uncontested Separation or Annulment. The Member is entitled to Services relating to an uncontested legal separation or uncontested civil annulment if available in the Member's state of residence. Uncontested separation or uncontested civil annulment is defined as a separation or annulment where counsel does not represent the Member or the Member's spouse and all issues are agreed upon in writing by the parties without negotiation by the Provider Attorney. Services for a contested separation or contested civil annulment are available under the 25% Discount. If, in the Provider Attorney's Professional Judgment, an uncontested legal separation or uncontested annulment becomes contested, Services will then be available under the 25% Discount.

B. Uncontested Divorce. The Member is entitled to Services relating to an uncontested divorce. Uncontested divorce is defined as a divorce where counsel does not represent the Member or Member's spouse and all issues are agreed upon by the parties, in writing, without negotiation by the Provider Attorney, and net material assets of the marriage are under \$500,000. If a court or third-party modifies any terms previously agreed upon by the Member and Member's spouse, the matter will become contested, unless both parties agree to the changes. If the court with jurisdiction over the divorce action changes or denies any term of an agreed upon decree, the divorce shall then be considered contested and Services then provided under the 25% Discount. The following are not covered by this Service but are available under the 25% Discount:

1. Any division of retirement benefits or determination of a QDRO (Qualified Domestic Relations Order).
2. Preparation and filing of documents affecting the property ownership or encumbrances on property.
3. If, in the Provider Attorney's Professional Judgment, an uncontested divorce becomes contested or negotiated.
4. Any post-decree legal issues are available under the 25% Discount.

C. Uncontested Adoption. A Covered Person is entitled to Services relating to an uncontested adoption. An uncontested adoption is defined as an adoption where all parties have agreed in writing to the adoption, all required consents are obtained before filing, and the adoption is not contested or challenged. If, in the Provider Attorney's Professional Judgment, an uncontested adoption becomes contested, Services are then available under the 25% Discount. Guardianship proceedings are excluded.

D. Uncontested Name Change. A Covered Person is entitled to Services relating to an uncontested name change. An uncontested name change is defined as a name change where all required consents are obtained, and the name change is not contested or challenged. This Service includes the preparation for and attendance at the initial hearing to obtain the change in name. Preparation of any required publication notice and any governmental documentation such as fingerprints and criminal history checks are available under the 25% Discount.

ESTATE PLANNING SERVICES

A. Last Will & Testament (Will). A Covered Person is entitled to have a Last Will and Testament prepared by the Provider Attorney. The Will may include a codicil or amendment and may include the creation of a testamentary children's trust. Any other provisions in the Will regarding planning for estate taxes, complex distributions, and special needs trusts, will be provided pursuant to the 25% Discount. These Services do not include the distribution for any assets outside of the United States. Execution and storage of the Will shall be the responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year to have the Provider Attorney review his/her Will and make any necessary changes.

B. Durable Power of Attorney. A Covered Person is entitled to have a Durable Power of Attorney prepared per his/her instructions and conforming to state law. Execution and storage of the Durable Power of Attorney shall be the responsibility of the Covered Person. The Covered Person shall be entitled, once during each Membership Year, to have the Provider Attorney review his/her Durable Power of Attorney to make any necessary changes.

C. Physician's Directive/Living Will. A Covered Person will be entitled to have a Directive to Physician/Living Will form prepared which conforms to state law. Execution and storage of the document shall be the responsibility of the Covered Person. The Covered Person shall be entitled once during each Membership Year, to have the Provider Attorney review his/her Directive to Physician/Living Will to make any necessary changes.

PROBATE SERVICES

A. The Member's or Member's spouse's estate will receive certain attorney hours for probate of their Last Will and Testament (Will), provided the Will to be probated was prepared by the Provider Attorney, and this Contract is in force on the date of death of the Testator, as follows:

1. Unlimited attorney hours for Services described in paragraph B. below for uncontested probate proceeding. Services are for the surviving Member or Member's spouse, or if none, the named personal representative in the deceased's Will.
2. Twenty-five (25) attorney hours for Services described in paragraph B. below for a contested probate proceeding. Services are only available to the surviving Member or Member's spouse.

B. Probate Services provided:

1. Process petition and make court appearances for admission of the Will to probate, appointment of personal representative, issuance of letters testamentary and determination of heirs, devisees, and legatees. For this Service, heirs, devisees, and legatees are defined as an individual or entity who will inherit or receive property, real or personal, through the probate of the Member's or Member's spouse's Last Will and Testament.
2. Process notice to creditors and inventory of estate assets from information provided by the personal representative.
3. Process legal documentation necessary for sale of homestead real estate by consent of all heirs, devisees, and legatees.
4. Process the final closing of the estate and distribution of assets, including one (1) court appearance.
5. For an estate which is not required to file a federal estate tax return, the Provider Attorney will prepare the state estate tax from information provided by the personal representative.

Probate Services shall not include the following. However, these Services are covered under the 25% Discount.

1. Attorney time for contested matters, except for the twenty-five (25) hours set forth in paragraph A., #2. above.
2. Tax work other than preparation of the state estate tax return for an estate which is not required to file a federal estate tax return.
3. Work customarily performed by a personal representative such as the gathering of information, determining identity and current address of heirs, devisees, and legatees, meeting with appraisers, maintenance of estate property and similar estate management duties.
4. All costs and fees for non-attorney services (such as but not limited to appraisals, CPA, or account tax services, real estate agent services, publication fees, court costs, etc.).
5. Ancillary or other proceedings in jurisdictions outside the state of the Member's or Member's spouse's primary residence.
6. Property transfers other than homestead real estate by consent of heirs, devisees, and legatees.

MOTOR VEHICLE SERVICES

If the Covered Person, while driving any Licensed Motor Vehicle, with the express consent and permission of the owner, shall become involved in a motor vehicle accident, have a collision, or be charged with a moving traffic violation, the Covered Person will be entitled to the following Services from the Provider Attorney, in the court of original jurisdiction.

- A. Defense of all moving traffic violations except for those violations that result in misdemeanor or felony charges.
- B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a Licensed Motor Vehicle.
- C. A total of 2.5 hours of attorney time in each of the following situations:
 1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended, or revoked by the issuing authority in a situation where a right to appeal is provided by statute.
 2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters or medical reasons.
- D. The Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit to collect all property damage claims of \$ 5,000.00 or less. These Services are available for property damages incurred as a result of the Covered Person driving, being a passenger in, or being struck by any motor vehicle. Such assistance is limited to 2.5 hours of attorney time per property claim.

Motor Vehicle Services shall not include the following. These Services are covered under the 25% Discount.

1. Pre-existing Conditions for Motor Vehicle Services are defined as those acts or events which give rise to the issuance of a citation, ticket, or the filing of a criminal charge listed in paragraph B. of this section and which are alleged to have occurred prior to the Effective Date of this Contract, even if the citation, ticket, or criminal charge might not be issued or filed until after such Effective Date.
2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals, or medicines, whether prescribed or not.
3. Any matter associated with driving a Commercial Vehicle. A Commercial Vehicle is defined as any motor vehicle being driven by a Covered Person for commercial or income-producing purposes.
4. Any matter associated with hit-and-run related charges, leaving the scene of an accident or similar charges, or criminal charges, except as provided above.

5. Any matters, tickets, or violations which do not adversely impact a driving record or insurance record.
6. Any matter associated with charges that a Covered Person is driving without a valid operator's license, statutorily required insurance, proper registration, inspection, or properly working equipment.
7. Any appeal or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review.

TRIAL DEFENSE SERVICES

A. Trial Defense Services are only available for the Member and the Member's spouse. If the Member or Member's spouse is the defendant in a covered civil action filed in a state or federal district court, Services will be provided as outlined in the Schedule below. The total number of hours each year are for use on all covered lawsuits filed during that Membership Year. If more than one covered lawsuit is filed against a Member or the Member's spouse in a given year, the hours remaining at the conclusion of the first lawsuit may be used for any following lawsuit. In no event will the number of available hours exceed the annual maximum number of hours. Hours that are not used during the Membership Year expire and do not roll over to the following Membership Year. The Member must continue his/her membership while any covered action is pending to receive Services.

Schedule:

1. First Membership Year: 60 hours of Trial Time, of which 2.5 hours may be used for Pre-Trial Time.
2. Second Membership Year: 120 hours of Trial Time, of which 3 hours may be used for Pre-Trial Time.
3. Third Membership Year: 180 hours of Trial Time, of which 3.5 hours may be used for Pre-Trial Time.
4. Fourth Membership Year: 240 hours of Trial Time, of which 4 hours may be used for Pre-Trial Time.
5. Fifth Membership Year: 300 hours of Trial Time, of which 4.5 hours may be used for Pre-Trial Time.

B. Pre-Trial Time, in the schedule above, is defined as time rendered in defense of a covered lawsuit prior to the date of jury selection (in a jury trial) or opening statements (in a non-jury trial). This will include, but is not limited to, time between jury empaneling and opening statements, settlement conferences, phone conversations, pre-trial conferences with the tribunal or judge, depositions, discovery, preparation of pleadings, or motions and briefs, including motions for summary judgment.

C. Trial Time, in the schedule above, is defined as time rendered in defense of a covered lawsuit from the date of and including jury selection (in a jury trial) or opening statements (in a non-jury trial) to the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

Trial Defense Services shall not include the following. These Services are covered under the 25% Discount.

1. Defense of any criminal charge.
2. Any lawsuit involving alcohol, drugs, substance abuse, chemical abuse, dependency, or the use of medicines, whether prescribed or not.
3. Any lawsuit involving hit-and-run charges or leaving the scene of an accident.
4. Assistance in matters relating to dissolution of marriage, separation, annulment, child custody, or other divorce or domestic related issues are excluded. Assistance in matters relating to bankruptcy proceedings, including adversary proceedings, or to any other matters for which Services are provided under other provisions of this Contract.
5. Pre-existing Conditions, for Trial Defense Services, are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even if the lawsuit was filed after such Effective Date.

6. Any matter where, in the Professional Judgment of the Provider Attorney, a claim, defense, or legal position is not likely to prevail in court. While the suit may be excluded from Trial Defense Services, the Provider Attorney may, in his/her discretion, provide assistance under the 25% Discount for a possible resolution of the matter or other services deemed appropriate.

7. Garnishment, attachment, collection, appeal, or any other post judgment relief action, including any matters or actions that must be filed in a different court for reconsideration or review and any arbitration, mediation, administrative proceedings, or other disputes, matters and actions outside a court of law and before a third-party decision maker.

8. Counter claims where the Covered Person initiated a lawsuit.

9. Any matter where a Covered Person is acting on behalf of, or representing, another party (for example: executor, administrator, guardian, or trustee).

IRS AUDIT LEGAL SERVICES

A. The Covered Person will receive up to 50 hours of services from the Provider Attorney when he or she is notified in writing by the Internal Revenue Service (the "IRS") of an audit, investigation, or examination of his/her tax return or when he/she is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage for IRS Legal Services begins with any tax return due on April 15th of the same year as the Effective Date.

C. IRS Audit Legal Services shall be provided as follows:

1. Up to one hour of Services from the Provider Attorney within the first 30 days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited, investigated, examined, or when requested in writing to appear at the offices of the IRS concerning his/her tax return.

2. Up to 2.5 hours beginning on the 31st day for representation at the audit and for negotiations, conferences, telephone conversations with the attorney, and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of 46.5 hours in Trial Time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS. Trial Time is defined as time rendered in defense of a covered lawsuit from the date of and including jury selection (in a jury trial) or opening statements (in a non-jury trial) to the date of verdict or bench decision. Trial Time is limited to up to 8 hours per trial day and may include attorney time both in and out of the courtroom.

IRS Audit Legal Services shall not include the following. These Services are covered under the 25% Discount.

1. Garnishment, attachment, or any other post judgment relief action.

2. Charges of tax fraud or income tax evasion.

3. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns, or portions thereof that are included in the Covered Person's tax returns.

4. Pre-existing Condition(s) which, for IRS Audit Legal Services, includes any event, investigation, or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date.

5. Audits, examinations, or investigations where a professional preparer or an IRS enrolled agent is making a defense available, are not available for IRS Audit Legal Services.

6. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

CONTINGENCY FEE MATTERS

Any Covered Person whose legal matter would customarily receive legal services on a contingency fee basis, and for which the Provider Attorney agrees to undertake representation, shall receive legal services from the Provider Attorney at a five percent (5%) reduction from the Provider Attorney's standard contingency fee scale.

25% DISCOUNT

During the term of your Contract, a Covered Person may use the Provider Attorney for personal legal matters that are not otherwise provided by this Contract except for those listed in General Provisions, M. General Exclusions. The Covered Person will be entitled to Services at a 25% Discount of the standard hourly rate. This does not apply to contingency fee matters or flat fee arrangements, which may be negotiated at a separate rate with the Provider Attorney.

GENERAL PROVISIONS

All Services are a part of and are subject to the General Provisions of this Contract.

A. **Member:** The person executing this Contract, who shall be a natural person, who is named on the first page of this Contract.

B. **Covered Person Shall Include:**

1. The Member.
2. The Member's spouse.
3. Never married dependent children of the Member, or Member's spouse, under 26 years of age who are permanent residents of the Member's household or full-time students.
4. Children under 18 years of age for whom the Member, or the Member's spouse, is the legal guardian.
5. Any dependent child, regardless of age, who is physically disabled or mentally incapacitated resulting in an inability to make legally binding decisions and is (i) unable to be employed; (ii) 51% or more financially dependent upon the Member or Member's spouse; and (iii) lives at home with the Member or Member's spouse. Documentation may be required by LegalShield or the Provider Law Firm before legal Services may be rendered.
6. A dependent is the natural or adopted child of the Member, or Member's spouse, unless otherwise specified in this Contract.

C. **Licensed Motor Vehicle:** A vehicle, except a Commercial Vehicle, which is properly licensed, insured, registered, inspected, and with properly working equipment.

D. **Contract:** Any reference to "Contract" herein refers to this legal service contract between the Company and the Member.

E. **Availability of Services:** (i) For any matter involving both the Member and another Covered Person, only the Member may be entitled to Services. (ii) The Covered Person is entitled to the Services outlined in this Contract only to the extent such Services are available and permitted by the laws of the state having jurisdiction over the legal matter.

F. **Entire Agreement:** This Contract represents the entire agreement between the Member and the Company.

G. **Provider Attorney:** The Provider Attorney is an attorney or law firm who has contracted with the Company to provide the Services described in this Contract in the Member's primary state of residence. This does not require all legal Services under the Contract to be performed by the Provider Attorney as the Provider Attorney or the Company, under certain circumstances, may refer matters to a referral attorney (a "**Referral Attorney**"). Referral Attorney and Provider Attorney may be collectively referred to in this Contract as the Provider Attorney.

H. Geographical Area of Coverage: This Contract only provides for legal Services in the 50 states of the United States.

I. Effective Date: The Effective Date is the date on the membership application or date the application is submitted to the Company.

J. Eligibility Period: The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Member cancel the Contract, by giving notice or by non-payment of membership fees, the Eligibility Period shall terminate on either the date the Company receives notice of cancellation or on the due date of the last payment; provided, however, the Member shall have a period of 20 days from the date the cancellation notice is received, or the due date of his/her last payment, to make payment and retain the services of this Contract.

K. Membership Year: Membership Year shall be defined as the period beginning on the Effective Date of the Contract, extending for a period of one-year and each one-year period thereafter.

L. The Company: Any reference to the "Company" in this Contract shall refer to Pre-Paid Legal Casualty, Inc.

M. General Exclusions: The following items are specifically excluded from this Contract, are not available under the 25% Discount, and shall not be interpreted as included Services under any provision of the Contract:

1. Any matter involving any Covered Person which arises as a result of business matters or interests (regardless of the form of the entity), or employment matters including:
 - a. Ownership, management, or association with a business, partnership, corporate entity, or trust.
 - b. Any income producing property or venture regardless of the full-time or part-time nature.
2. Class actions, amicus curiae filings, or interventions filed in which the Covered Person is a party or potential party are not covered.
3. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds, and out-of-pocket expenses.
4. Any person or entity who initiates or participates in a lawsuit against the Company or any of its subsidiaries or affiliates, or Primerica Financial Services, Inc. or any of their affiliates, or is named as a defendant or as a respondent in a lawsuit initiated by the Company or any of its subsidiaries or affiliates, shall be specifically excluded from receiving any of the legal benefits under any Service of this Contract, during the pendency of such lawsuit or until its resolution.
5. Any matter, issue, consultation, action, proceeding, or dispute between the Covered Person and the Provider Attorney or the Covered Person and the Company.
6. Any matter which the Provider Attorney determines is resolved or has been raised an unreasonable number of times without substantial change of circumstance.
7. Any matter where, in the Professional Judgment of the Provider Attorney, a claim, defense, or legal position cannot prevail in court. This includes matters that are considered frivolous, groundless or without merit.
8. Any matters which are covered by any insurance policy.
9. Native American legal issues are not covered under this Contract. Such issues include any legal matters relating to Indian Tribes and tribal governments. This also excludes legal issues before federal, tribal, and/or state courts, administrative bodies, arbitration panels or arbitrators, tribunals and/or hearing panels, judges, or officers.

"Affiliate" as used herein shall mean any corporation, limited liability company, partnership or other business entity that directly or indirectly, controls or is controlled by, or is under common control with the Company or Primerica Financial Services, Inc.

N. Attorney-Client Contract and Representation: All Services which may require payment of any anticipated cost or payment of a retainer to the Provider Attorney to cover reasonable anticipated legal services not covered by the Contract, shall be subject to the terms of an Attorney-Client Contract. This Attorney-Client Contract is to be agreed upon by the Covered Person and the Provider Attorney prior to the time services are rendered. All determinations of retainers and anticipated costs to be incurred shall be the sole discretion of the Provider Attorney. When applicable, eligibility for receipt of Services under the Contract is contingent upon payment of such retainers and anticipated costs prior to commencement of legal representation.

O. Provider Attorney's Professional Judgment: It is in the sole discretion of the Provider Attorney to determine whether claims or defenses, pertaining to any matter under any Service of this Contract, present frivolous or otherwise unmeritorious claims or defenses, including decisions to take any contingency case, to appeal any judgment, or decision. The Provider Attorney reserves the right to make independent professional judgments. The Company will in no way influence or attempt to affect the rendering of professional services by the Provider Attorney.

P. Examination Right: The Member shall have 10 days after delivery to examine the Contract. If the Member is not satisfied with it for any reason, the Member may send written notice rescinding the Contract and have the paid membership fee refunded. Upon the Member's delivery of written notice of rescission of the Contract to the Company or the agent through whom it was purchased, within 10 days of delivery, the Contract shall be void from the beginning and the parties shall be in the same position as if this Contract had not been issued.

Q. Cancellation of Contract: The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Attorney determines, in its professional and independent judgment, that the Member is unable, unwilling, or incapable of accepting or understanding legal advice and services. The Company shall notify the Member in writing of any such cancellation. In the event the Company cancels this Contract, the Member will receive a 30-day written notice, such notice shall include the reason for the cancellation. All services will automatically terminate at the end of the Eligibility Period. The Member may cancel the Contract at any time by giving notice to the Company. Upon written request, the Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Member. In the event of cancellation by the Company, Services will only be provided for those events reported in writing to the Provider Attorney during the Eligibility Period.

R. Settlement of Disputes: If mutually agreed upon, all disputes or claims about the Company; this Contract; any Company products or services; any claims or causes of action between any Covered Person, the Company and any of the Company's officers, directors, employees, or affiliates, whether in tort or contract; shall be submitted to non-binding arbitration per the Commercial Arbitration Rules of the American Arbitration Association. If any Covered Person files a claim or counterclaim against the Company or any of its employees, directors, officers, or affiliates in any such arbitration, he/she may do so only on an individual basis and not with any other member or as part of a class action.

S. Renewal Procedure: The term of this Contract shall be for one-year and shall automatically renew on each anniversary of the Effective Date unless the Company notifies the Member that the Contract will not be renewed. Any notice of non-renewal will be given 30 days before the anniversary date and such notice will state the exact reason for non-renewal.

T. Duplication of Coverage: A Covered Person may not secure Services from the Provider Attorney for the same matter under more than one Contract and may not secure the Services of more than one attorney on any given subject matter.

U. Change of Contract: No change in the Contract shall be valid until approved by an officer of the Company and endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A 30-day notice will be given should there be any change in this Contract.

V. Reinstatement Procedure: The Member may reapply for this Contract after cancellation. The Company, at its option, may reinstate this Contract upon payment by the Member of the appropriate fee, without change in the Contract. Services are not available for any act or occurrence during the lapse period.

W. **Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Member will be given a 30-day written notice at the Member's last known address per the records of the Company.

X. **Severability:** If any provision of this Contract is deemed invalid or unenforceable in any respect, such provision shall be, to the extent possible, reformed to make it effective. If any provision is deemed invalid and incapable of being reformed, it shall not impact the validity and enforceability of all other provisions of this Contract, which shall remain valid and enforceable.

Y. **Subrogation:** If the Company or Provider Attorney makes a payment under this Contract and the person to or for whom payment was made has a right to recover damages from another, the Company or Provider Attorney shall be subrogated to that right.

Z. **Release of Information:** In order to promote customer service, any Covered Person submitting a concern about a Provider Attorney authorizes the Provider Law Firm to disclose to the Company all communications between the Covered Person and the Provider Attorney. A Covered Person should contact Customer Care at 1-800-654-7757 with a complaint or a concern. A written release may be required for the Provider Attorney to respond to a complaint. Additionally, all Covered Persons personal information is electronically stored.

AA. **Adequate and Timely Notice:** The Covered Person must submit to the Provider Attorney adequate facts, necessary documents, and authorizations, in a timely manner, to receive Services under this Contract. This includes reporting a traffic violation to the Provider Attorney within 5 days of receiving the notice of the violation. A Trial Defense matter must be reported to the Provider Attorney within 10 days of receiving first notice of the matter. Failure to timely submit adequate documents and facts to the Provider Attorney shall render any obligation of the Provider Attorney to enter an appearance in the matter, or to provide any other services, null and void.

BB. **Complaints:** The Covered Person has the right to file a complaint with the Bar Association in his/her state of residence.



Jeff Bell
Chief Executive Officer