

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

**Legal Services Plan  
Certificate of Coverage**

**We're Glad You're Part Of The Metropolitan Family!**

**Group Legal Services Policy Number:** 990-7238

**Group Policy Effective Date:** October 1, 2023

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

This Legal Services Plan is insured by Metropolitan General Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02886.

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

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

Internet website: [www.legalplans.com](http://www.legalplans.com)  
Phone: 1-800-821-6400  
Mail: 1111 Superior Avenue  
Cleveland, OH 44114-2507

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

**Here is an Outline of What's Inside:**

Definitions To Help You Understand the Plan.....	2	Services That Are Not Covered.....	5
How The Group Legal Services Plan Works .....	3	How Insurance Coverage Ends.....	6
Requirements For Coverage .....	4	Other Important Information .....	6
Services That Are Covered .....	4	Schedule A-Covered Legal Services.....	7
Services With Limited Coverage .....	5	Schedule B-Non-Plan Attorney Fee Schedule .....	16

## Definitions to Help You Understand the Plan

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

**Policyholder** means Pave America.

**Child** means a person under the Limiting Age who is the Participating Employee's:

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

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

No Child who, because of a mental or physical handicap, is incapable of self-support and is fully dependent on the Participating Employee for support, will cease to be a Child because he or she has reached the Limiting Age.

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

**Covered Person** means a Participating Employee, and if Dependent coverage is in effect, his or her Dependents.

**Dependent** means the Participating Employee's Spouse and/or Child.

**Eligible Employee** means each employee who is regularly scheduled to work 30 hours per week or more at their regular place of employment.

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

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

**Metropolitan** means Metropolitan General Insurance Company.

**Participating Employee or Participant** means an Eligible Employee who participates in the Plan.

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

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

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

**Spouse** means the Participating Employees lawful spouse.

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

**You** and **Your** means the Participating Employee.

## IMPORTANT DATES AND ADDITIONAL TERMS OF COVERAGE

**Initial Plan Year:** Begins on the Group Legal Services Policy Effective Date and continues through September 30, 2024.

**Plan Year:** means the Initial Plan Year and each 12 consecutive month period which occurs thereafter.

**Initial Contract Term:** The initial term of the Group Legal Services Policy begins on the Effective Date and continues through September 30, 2024. During the Initial Contract Term, the Participation Fee rate(s) will not be changed. Thereafter, Metropolitan may change the Participation Fee rate(s) on the Renewal Date.

**Renewal Date:** Beginning on October 1, 2024 and on each October 1<sup>st</sup> which occurs thereafter, this Group Legal Services Policy will be automatically renewed for a period of one year. Such renewals will continue until either party gives advance notice of no less than 45 days prior to a Renewal Date that it intends to end or seek to amend the Group Legal Services Policy effective on such Renewal Date. The Group Legal Services Policy may be ended or amended with less than the required number of days notice if both parties agree in writing.

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

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

**Participation Fees:** This is a Contributory plan. The Participation Fee is:

- \$19.50 per month per Participating Employee with Dependent Coverage all of which is paid by the Participating Employee. The Due Date for the payment of Participation Fees to Us is the 1<sup>st</sup> day of each month beginning with the Participation Fee due October 1, 2023.

## How The Group Legal Services Plan Works

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

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

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

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

### If a Plan Attorney is Used

A Plan Attorney will advise on:

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

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

### If a non-Plan Attorney is Used

If the Covered Person decides to use a non-Plan Attorney, he or she must notify MetLife Legal Plans. MetLife Legal Plans will send the Covered Person a claim form and informational material including a Non-Plan Attorney Fee Schedule. After

the matter is finished, the claim form must be completed and returned to MetLife Legal Plans with the attorney's final bill. Within 60 days of MetLife Legal Plans' receipt of the completed claim form and final bill, We will pay the Covered Person up to the amount stated in Schedule B-Non-Plan Attorney Fee Schedule. The Covered Person receiving services from the non-Plan Attorney will be responsible for making payment to the non-Plan Attorney for any expenses or fees incurred in excess of the amount paid by MetLife Legal Plans.

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

## **Requirements For Coverage**

All Eligible Employees may participate in the Plan.

Because this is a Contributory Plan, You pay all or a portion of the cost of Your coverage. To participate in a Contributory Plan, an Eligible Employee must enroll in the plan and authorize the payment of Participation Fees through payroll deduction. The initial Participation Fee is stated above and will be deducted automatically from Your pay. This Fee may change on the Renewal Date.

Eligible Employees may enroll in the Plan:

- during the initial enrollment period established by the Policyholder;
- during any subsequent annual enrollment period; or
- if You experience a Qualifying Event.

If You enroll during the initial enrollment period, coverage will begin on the Effective Date of the group policy. If You enroll during a subsequent annual enrollment period, coverage will be effective at the beginning of the next Plan Year. If You have a Qualifying Event, You will have 30 days from the date of that change to make a request. This request must be consistent with the nature of the Qualifying Event. The insurance enrolled for, or changes to Your insurance made as a result of a Qualifying Event will take effect on the first day of the month following the date of Your request. Each time You enroll or re-enroll You are agreeing to participate for the full Plan Year.

If You are not an Eligible Employee during an enrollment period, but become one later in the Plan Year, You may at that time enroll for the remainder of the Plan Year.

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

## **Enrollment Materials**

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

## **Services That Are Covered**

The Covered Legal Services insured under the Plan are described in Schedule A-Covered Legal Services.

## Services With Limited Coverage

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

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

## Services That Are Not Covered

Covered Legal Services will not be provided for:

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

## Dispute Resolution

This plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA). The Administrator is the named Claims Review Fiduciary. This means that the Administrator is the fiduciary charged with discretionary authority for determining Plan services and for the interpretation of Plan terms in connection with the full and fair review of claims that have been denied in whole or in part, which review is required by Section 503 of ERISA.

If any dispute or controversy arises among:

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

it will be resolved as follows:

- Representatives of the parties in dispute will, in good faith, attempt to resolve the dispute or controversy within thirty days of the written request of any aggrieved party.
- If the dispute or controversy is not settled within the thirty-day period, the parties to the dispute or controversy may mutually agree upon a process to resolve it.
- This Section is not intended to limit the legal options of a party to a dispute or controversy if the dispute or controversy cannot be resolved, or a process to resolve it cannot be agreed upon, within the thirty-day period.

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

## How Insurance Coverage Ends

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

- **Plan termination:** the date the group policy ends;
- **Failure to re-enroll:** the first day of the Plan Year for which You, as a Participating Employee, have not re-enrolled;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for which You did not make the required contribution;
- **Change in employment status:** the last day of the month in which You cease to be an Eligible Employee.

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

- **Termination of the Participating Employee's coverage:** the date coverage for the Participating Employee ends;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for such coverage if You did not make the required contribution;
- **Change in Dependent status:** the date the Dependent ceases to be a Dependent of the Participating Employee.

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

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

## If Coverage Ends Because of a Change in Employment Status

A Participating Employee whose coverage ends because of a change in employment status may:

- continue coverage under this policy for 12 months after such change if, within 30 days of the change, the Participating Employee contacts Us and makes a single payment equal to 12 monthly Participation Fees; or
- buy a policy of individual legal services insurance from Metropolitan on any form of individual legal services insurance then customarily offered in the Covered Person's state of residence.

## Other Important Information

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

about the service You have received, please call the Client Service Center. MetLife Legal Plans and Metropolitan will work hard to fix the problem to Your satisfaction.

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

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

## SCHEDULE A-COVERED LEGAL SERVICES

### MetLife Legal Plans

#### ADVICE AND CONSULTATION

##### Office Consultation

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

- explain the Covered Person's rights;
- point out his or her options; and,
- if needed, suggest a course of action.

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

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

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation.

##### Telephone Advice

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

- explain the Covered Person's rights;
- point out his or her options; and,
- if needed, suggest a course of action.

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

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

This service is not intended to provide the Covered Person with continuing access to a Plan Attorney in order to seek advice that would allow the Covered Person to undertake his or her own representation.



## **CONSUMER PROTECTION**

### **Consumer Protection Matters**

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

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

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

### **Small Claims Assistance**

This service provides the Covered Person with:

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

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

### **Personal Property Protection**

This service provides the Covered Person with:

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

## **JUVENILE MATTERS**

### **Juvenile Court Defense**

This service provides representation of a Participant and Participant's Dependent Child in any juvenile court matter, provided there is no conflict of interest with the Participant and child. In that event, or where the court requires separate counsel for the child, this service provides an attorney for the Participant only including services for parental responsibility.

## **FINANCIAL MATTERS**

### **Debt Collection Defense**

This service provides a Covered Person with an attorney to:

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

This help includes representation at trial if necessary.

It does not include:

- defense against a judgment, vacating a judgment, counter claim, cross claim, third-party claims, or bankruptcy;
- any action arising out of divorce or post-decree matters;
- any matters involving child custody, alimony or support; or
- any matter where the creditor is an affiliate of Yours.

### **Identity Management Services**

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

### **Identity Theft Defense**

This service provides Covered Persons with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides Covered Persons with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any actions arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor.

### **Personal Bankruptcy**

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

### **Tax Audits**

This service provides the Covered Person with an attorney to:

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

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

## **DEFENSE OF CIVIL LAWSUITS**

### **Administrative Hearing Representation**

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

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

### **Civil Litigation Defense**

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

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

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

### **Incompetency Defense**

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

## **DOCUMENT PREPARATION**

### **Affidavits**

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

### **Deeds**

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

### **Demand Letters**

This service provides for:

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

Negotiations and representation in litigation are not included.

### **Mortgages**

This service provides for the preparation of any mortgage for which the Covered Person is the mortgagor.

### **Notes**

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

## **DOCUMENT REVIEW**

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

## **ELDER LAW MATTERS**

This service provides the Covered Person with:

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

## **FAMILY LAW**

### **Name Change**

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

### **Prenuptial Agreement**

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

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

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

### **Protection from Domestic Violence**

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

- preparing the paperwork;
- attending all court appearances.

This service does not include:

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

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

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

### **Divorce, Dissolution and Annulment (Contested and Uncontested) – Twenty Hour Maximum**

This service is available to the Participant only, not to a Spouse or dependents, for the first twenty hours of service. This service includes preparing and filing all necessary pleadings, motions and affidavits, drafting settlement agreements, and representation at the hearing or trial, whether the Participant is a plaintiff or a defendant. This service does not include disputes that arise after a decree is issued. It is the Participant's responsibility to pay fees beyond the first twenty hours.

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

This service provides for establishing a guardianship or conservatorship over a person and his or her estate by the Participant. It includes:

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

This service does not include:

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

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

### **Reproductive Assistance Law Coverage – Twenty Hour Maximum**

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

## **IMMIGRATION ASSISTANCE**

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

## **MISCELLANEOUS**

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

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

## **PERSONAL INJURY**

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

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

## **REAL ESTATE MATTERS**

### **Boundary or Title Disputes**

This service provides representation for the Covered Person in disputes concerning boundary or real property title disputes involving his or her residence. It does not apply where legal representation is available or being provided by virtue of homeowner or title insurance policies.

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

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

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

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

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

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

### **Property Tax Assessment**

This service provides the Covered Person with coverage for review and advice on a property tax assessment on his or her residence. The service includes:

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

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

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

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

This service covers the review or preparation, by an attorney representing the Covered Person, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Covered Person's second home or

vacation home. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

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

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

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

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

#### **Tenant Negotiations**

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

#### **Zoning Applications**

This service provides the Covered Person with counsel to help get a zoning change or variance for his or her residence. This service includes:

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

#### **Security Deposit Assistance (Tenant Only)**

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

It also covers:

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

This service does not include:

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

## **TRAFFIC AND CRIMINAL MATTERS**

#### **Restoration of Driving Privileges**

This service provides the Covered Person with representation in proceedings to restore his or her driving license.

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

This service provides the Covered Person with representation in defense of any traffic ticket including traffic misdemeanor offenses. However, no service is provided where the ticket was the result of any driving under influence or related charge or vehicular homicide. This service includes representation for:

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

**Habeas Corpus**

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

**WILLS AND ESTATE PLANNING****Trusts**

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

**Living Wills**

This service covers the preparation of a living will for the Covered Person.

**Powers of Attorney**

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

**Probate (10% Discount)**

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

**Wills and Codicils**

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

**Electronic Estate Documents**

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

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

## SCHEDULE B-NON-PLAN ATTORNEY FEE SCHEDULE

This fee schedule describes the maximum amounts that MetLife Legal Plans will reimburse you for covered legal services provided to you by an attorney not on our panel. Only one fee category per casetype applies to each matter: i.e., the one that best describes the services that were provided. The legal plan provides only for the personal legal matters listed below and once you receive services from an out-of-network attorney, you cannot then use a plan attorney for the same matter. If you or your attorney has any questions regarding coverage or exclusions, please visit our web site at [www.legalplans.com](http://www.legalplans.com) or call 1-800- 821-6400 and ask to speak with MetLife Legal Plans' Payment Administrator before services are provided.

<b>CASETYPE:</b>	<b>THE PLAN WILL PAY UP TO A MAXIMUM OF:</b>
<b>ADVICE AND CONSULTATION</b>	
<b>Office Consultation and Telephone Advice</b> .....	\$70
(If no further covered services are provided)	
<b>CONSUMER PROTECTION</b>	
<b>Consumer Protection Matters</b>	
(Excludes disputes over real estate, construction or insurance. Disputed amount exceeds small claims limit and is evidenced by writing.)	
Correspondence and Negotiation .....	\$500
Filing of Suit, Ending in Settlement or Judgment .....	\$2,000
Plus Trial Supplement *	
<b>Personal Property Protection</b>	
Counseling, Document Review and Assistance .....	\$125
<b>Small Claims Assistance</b>	
Counseling on Preparing Small Claims Complaint and Trial Preparation .....	\$200
<b>FINANCIAL MATTERS</b>	
<b>Debt Collection Defense (Consumer Debts)</b>	
(Excludes defense of matters arising from divorce or post-decree actions. Includes repossession and garnishment.)	
Negotiation and Settlement .....	\$350
Negotiation and Settlement after Complaint and Answer Filed .....	\$600
Trial .....	\$1,050
Plus Trial Supplement *	
<b>Debt Collection Defense (Foreclosures)</b>	
Negotiation .....	\$500
Complaint and Answer Filed, Settlement Negotiations .....	\$850
Trial .....	\$1,500
Plus Trial Supplement *	



**THE PLAN WILL PAY UP  
TO A MAXIMUM OF:**

**CASETYPE (continued):**

**FINANCIAL MATTERS (continued)**

<b>Identity Theft (Correspondence/Notice to Creditors)</b> .....	\$250
<b>Personal Bankruptcy or Wage Earner Plan</b>	
Chapter 7 Individual or Member/Spouse.....	\$850
Chapter 13 Individual or Member/Spouse.....	\$1,400
<b>Tax Audits</b>	
Negotiation and Settlement .....	\$500
Audit Hearing (Including Negotiation & Settlement).....	\$1,200

**DEFENSE OF CIVIL LAWSUITS**

**Administrative Hearing Representation and Incompetency Defense**

(Excludes defense of matters arising from divorce, post-decree actions or other family law matters.)

Negotiation and Settlement .....	\$500
Contested Hearings Ending in Settlement or Judgment .....	\$1,800
Plus Trial Supplement *	

**Civil Litigation Defense**

(Excludes defense of matters arising from divorce, post-decree actions or other family law matters.)

Negotiation and Settlement .....	\$650
Filing Answer, Litigation Ending in Settlement or Judgment.....	\$2,000
Plus Trial Supplement *	

**DOCUMENT PREPARATION**

Document Review .....	\$100
Elder Law Matters (Counseling and document review of only documents relating to the Participant's parents as affecting the Participant).....	\$140
Affidavits.....	\$75
Deeds .....	\$100
Demand Letters .....	\$75
Mortgages .....	\$70
Promissory Notes.....	\$70

CASETYPE (continued):

THE PLAN WILL PAY UP  
TO A MAXIMUM OF:

**FAMILY LAW**

**Adoption and Legitimization**

Uncontested.....	\$650
Contested .....	\$1,500
Plus Trial Supplement *	

**Divorce, Dissolution and Annulment – Twenty Hour Maximum**

(Available to Eligible Plan Member only)

Uncontested.....	\$1,800
Contested.....	\$1,800

**Guardianship or Conservatorship**

Uncontested.....	\$650
Contested.....	\$1,500
Plus Trial Supplement *	

**Name Change** ..... \$400

**Prenuptial Agreement (Available to Eligible Plan Member only)** ..... \$750

**Protection from Domestic Violence (Available to Eligible Plan Member only)**

Preparation of Paperwork and Attendance at Hearing .....	\$425
--	-------

**THE PLAN WILL PAY UP  
TO A MAXIMUM OF:**

**CASETYPE (continued):**

**IMMIGRATION**

**Immigration Assistance**

Counseling on Preparing Forms and Hearing Preparation..... \$500

**JUVENILE MATTERS**

**Juvenile Court Defense**

Negotiation and Settlement ..... \$500

Trial ..... \$1,200

Plus Trial Supplement \*

**REAL ESTATE MATTERS**

**Boundary or Title Disputes**

Negotiation and Settlement ..... \$500

Trial ..... \$1,500

Plus Trial Supplement \*

**Eviction and Tenant Problems (Tenant only)**

Correspondence and Negotiations ..... \$280

Eviction Trial Defense ..... \$840

Plus Trial Supplement \*

**Home Equity Loans (Primary Residence) ..... \$350**

(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)

**Home Equity Loans (Second or Vacation Home) ..... \$350**

(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)

**Property Tax Assessments (Residence)**

Negotiation and Settlement ..... \$270

File Request for Hearing with Attendance at Hearing ..... \$620

Plus Trial Supplement \*

**Refinancing of Home (Primary Residence) ..... \$350**

(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)

**Refinancing of Home (Second or Vacation Home) ..... \$350**

(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)

**THE PLAN WILL PAY UP  
TO A MAXIMUM OF:**

**CASETYPE (continued):**

**REAL ESTATE MATTERS (continued)**

<b>Sale or Purchase of Home (Primary Residence)</b> .....	\$500
(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)	
<b>Sale or Purchase of Home (Second or Vacation Home)</b> .....	\$500
(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)	
<b>Security Deposit Assistance (Tenant only)</b>	
Demand Letter/Negotiations .....	\$250
Counseling on Preparing Small Claims Complaint and Trial Preparation .....	\$150
<b>Zoning Applications</b>	
Preparation of Documentation .....	\$250
Documentation/Attending Hearing .....	\$500

**TRAFFIC AND CRIMINAL MATTERS**

<b>Driving Privileges/Restoration of Suspended License</b> .....	\$385
<b>Habeas Corpus</b> .....	\$420
<b>Traffic Ticket Defense (No DUI)</b>	
Plea or Trial at Court for Minor Moving Violations .....	\$250
Plea or Trial at Court for Serious Moving Violations Resulting in Jail Time or License Suspension.....	\$500
Plus Trial Supplement *	

CASETYPE (continued):

THE PLAN WILL PAY UP  
TO A MAXIMUM OF:

**WILLS AND ESTATE PLANNING**

**Living Wills**

Individual .....	\$75
Member and Spouse.....	\$80

**Powers of Attorney**

Individual .....	\$65
Member and Spouse.....	\$75

**Trusts (Revocable and Irrevocable Living Trusts)**

Individual .....	\$325
Member and Spouse.....	\$450

**Wills and Codicils**

Individual .....	\$150
Member and Spouse.....	\$200

**MISCELLANEOUS**

**Attorney Services for Non-Covered Matters**

\$100 per hour (4 hour max cumulative total amongst member, spouse and children) .....	\$400
--	-------

\* - Trial Supplement - In addition to fees indicated, we will pay the attorney's fees for representation in trial beyond the third day of trial up to a maximum of \$800 per day up to \$100,000 total trial supplement maximum.