



Toll Free 800-654-7757

STANDARD FAMILY PLAN

TABLE OF CONTENTS

	Page
Legal Service Contract	
Dear Member:	2
Definitions and General Provisions It is important for you to understand these terms and provisions.	2
Title I: Legal Consultation and Legal Assistance Services Telephone Consultations, Letters, Calls, Document Review, Last Will and Testament, Specified Attorney	4
Title II: Motor Vehicle Related Benefits Moving Traffic Violations, Criminal Charges, Driver's License, Personal Injury and Property Damage, Exclusions	5
Title III: Trial Defense Benefit Civil or Criminal Actions, Benefit Hours Provided, Exclusions	6
Title IV: IRS Audit Legal Services Professional Services, Effective Dates, Exclusions	7
Title V: All Other Legal Work 25% Discount	8
How to Use This Contract Obtaining Legal Services: Provider Law Firm, Attorney of Choice, Member Services	8
Grievances Member Services, Board of Bar Overseers, Dispute Settlement	9
Cancellation of Contract Fraud, Non-payment, 30 Day Grace Period, Reinstatement	9
Our Commitment Service	10

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

Dear Member:

Upon payment of the membership fee and your abiding by the terms and conditions of this Contract and any attached endorsements, you will receive the benefits contained in this Contract. A Provider Law Firm will provide the Benefits. The Provider Law Firm is designated by the Company and only duly licensed, practicing attorneys within the Provider Law Firm will provide benefits under this Contract. This Contract only covers legal matters within the state of the Named Member's primary residence, EXCEPT the Provider Law Firm will secure and pay for the services of an attorney licensed to practice law in the jurisdiction in which the Named Member's problem arises. In this way the Named Member will receive needed services which will be rendered pursuant to the terms of this Contract. Should the Named Member move to another state, the Company will transfer the Named Member's Contract if a comparable plan is available in the Named Member's new state of residence. The membership will continue at the rate of the new state. In the event a comparable plan is not available, a pro rata refund will be made. Please refer to the "How to Use This Contract" section on page 11 for directions on using an Attorney of Choice.

DEFINITIONS AND GENERAL PROVISIONS

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

It is important for you to understand the following terms and General Provisions as they apply to this Contract.

A. Named Member: The person executing this Contract, who shall be a natural person, is the "Named Member."

B. Covered Person: The following individuals shall be entitled to benefits under this Contract. All benefits are available to all Covered Persons except for benefits under Title III: Trial Defense Benefit. Benefits under Title III are available to the Named Member and Named Member's spouse only.

1. The Named Member.
2. The Named Member's spouse.
3. Any unmarried, dependent child of the Named Member or Named Member's spouse. This child must be under the age of 21 and a permanent resident of the Named Member's household. The term unmarried for the purpose of this Contract is defined as persons who have never been married.
4. Any child, under 18 years of age, for whom the Named Member, or Named Member's spouse, is the legal guardian.
5. Any unmarried, dependent child of the Named Member, or Named Member's spouse, who is a full-time student and under the age of 23.
6. Any dependent child incapable of sustaining employment due to a mental or physical disability. Such a child is covered regardless of age. The Named Member or Named Member's spouse shall be this child's chief support.

7. The term dependent for the purpose of this Contract is defined as the natural or adopted child of the Named Member, or Named Member's spouse, unless otherwise specified in this Contract.

C. **Licensed Motor Vehicle:** Motor vehicles must be properly licensed and insured. Commercial vehicles with more than two (2) axles are excluded.

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

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

F. **Provider Law Firm:** The law firm designated by the Company to provide the benefits described in this Contract.

G. **Territory:** This Contract provides services within the United States.

H. **Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet.

I. **Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract. It ends when the Contract is cancelled. The Company will immediately cancel the Contract in the event of fraud. Should the Named Member cancel the Contract the Eligibility Period will end on either the date the Company receives notice of cancellation or on the due date of the last payment. The Named Member may cancel the Contract in writing or by non-payment of membership fees.

J. **Membership Year:** Membership Year shall be defined as the period of time beginning on the Effective Date of the Contract, extending for a period of one (1) year thereafter, and each one (1) year period thereafter while this Contract is in force.

K. **The Company:** In this Contract, the "Company" is Pre-Paid Legal Casualty, Inc., dba LegalShield.

L. **Pre-existing Conditions:** Pre-existing Conditions are not covered under this Contract. Pre-existing Conditions are defined as acts or occurrences that existed prior to the Covered Person's enrollment. Pre-existing Conditions that were reasonably anticipated or foreseeable prior to the Covered Person's enrollment are also excluded. Citations for a moving violation that are issued as a result of acts which occurred prior to fifteen (15) days after the Effective Date of this Contract are not covered. The day the citation is actually issued does not matter.

M. **Exclusions:** Benefits under Titles II, III, and IV are not available under this Contract for any acts or omissions performed in the commission of any crime unless benefits are specifically set out. This includes the breaking of any municipal, state, or federal law.

N. **Specific Exclusions:**

1. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, and bail bonds are excluded. Any out-of-pocket expense is excluded.
2. Any matter raised an excessive number of times without substantial change of circumstances is excluded. The Provider Law Firm shall have sole discretion in this matter.
3. Benefits for any person or entity that files or participates in a lawsuit against the Company or its affiliates are excluded. Benefits for any person or entity named as a defendant or respondent in a lawsuit initiated by the Company or any of its affiliates are excluded. No benefits will be received under any Title of this Contract while the lawsuit is pending.
4. Any action, proceeding, or dispute between the Covered Person and the Provider Law Firm.

O. Attorney-Client Contract: All benefits provided under this Contract, except Title I, shall be subject to the terms of an Attorney-Client Contract. The terms must be agreed upon prior to the time services are provided. The Contract shall require payment to the Provider Law Firm of a retainer. The retainer is for anticipated costs and services not covered by this Contract. The Provider Law Firm will determine the amount of the retainers and anticipated costs to be incurred. To be eligible for benefits, the client must pay the retainer fee prior to the law firm rendering services.

P. Provider Law Firm's Professional Judgment: The Provider Law Firm has sole judgment relating to legal matters. The law firm decides whether claims or defenses pertaining to covered, legal matters are frivolous or without merit. This includes decisions to take any contingency case or to appeal any judgment or decision. The law firm reserves the privilege and right to make these judgments. The Company will in no way attempt to influence or attempt to affect the Provider Law Firm's judgment.

Q. Application: No statement made by the Named Member in his/her application for this Contract shall void this Contract or be used in any legal proceeding hereunder unless the application, or an exact copy thereof, is attached to this Contract.

R. Duplication of Coverage: A Covered Person may not secure services from the Provider Law Firm for the same matter under more than one (1) Company Contract, regardless of how many such Contracts the Covered Person owns.

S. Change of Contract: No change in the Contract shall be valid until approved by an officer of the Company. Such a change must be endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract. No agent or sales associate may waive any of its provisions. A thirty (30) day notice will be given should there be any change in this Contract.

T. 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 Named Member will be given a thirty (30) day written notice at the Named Member's address according to the records of the Company.

TITLE I: LEGAL CONSULTATION AND LEGAL ASSISTANCE SERVICES

A. The Covered Person may receive toll-free telephone consultations on unlimited legal matters. These consultations shall be regarding the Covered Person's personal or business legal matters. The Provider Law Firm will adequately advise the Covered Person on the legal matter. The law firm will determine the length of the initial consultation. If the legal matter cannot be resolved by the initial consultation, legal research will be done. The Provider Law Firm will provide up to one (1) hour of legal research at no additional charge. The Provider Law Firm will use its Professional Judgment in this matter. To obtain this service call the toll-free number listed on the membership card. Calls may be made during regular office hours, except on holidays.

B. The Provider Law Firm may determine additional services are needed from the toll-free consultation with the Covered Person. The law firm may provide either a telephone call or a letter on behalf of the Covered Person. The Provider Law Firm will use its Professional Judgment in this matter. The first such letter or telephone call for each non-related personal legal subject matter per Membership Year will be provided at no additional charge. The Covered Person is also entitled to two (2) such letters or phone calls for business legal matters per Membership Year. The letters must be on different subject matters. Any additional telephone calls or letters from the Provider Law Firm after the first one (1) per subject per Membership Year will be provided at a discount of twenty-five percent (25%). This discount is based on the Provider Law Firm's standard rate.

C. After consultation, the Covered Person may have the Provider Law Firm review, at no additional charge, any personal legal document of ten (10) pages or less. The Covered Person must be a contracting party in this document. Additionally, the Covered Person may have reviewed one (1) business legal document of ten (10) pages or less per Membership Year. The Covered Person must be signing the document on behalf of the business. The Covered Person shall mail a copy of the document to be reviewed to the Provider Law Firm. The Covered Person keeps the original document. The Covered Person must

provide his/her telephone number to the law firm. After reviewing the copy, the Provider Law Firm will advise the Covered Person by telephone.

D. The Named Member is entitled to have his/her Last Will and Testament (Will) prepared by the Provider Law Firm. This Will is prepared according to the Named Member's testamentary desires and needs. There is no additional charge for this Will preparation. Any other Covered Person shall be entitled to have his/her Last Will and Testament prepared upon the advance payment of Twenty Dollars (\$20) for each Will. This Will is prepared according to the Covered Person's testamentary desires and needs. Any Covered Person desiring a Last Will and Testament should complete a copy of the Will Questionnaire enclosed with this Contract. The completed Questionnaire should be returned by mail to the Provider Law Firm. Execution and storage of any Last Will and Testament shall be the sole responsibility of the Named Member or Covered Person (Testator).

E. The Provider Law Firm will review a Named Member's Last Will and Testament once during each Membership Year. There is no additional charge for any necessary or desired changes made to the Will at that time. Any other Covered Person may have the Provider Law Firm review his/her Last Will and Testament once per year at no additional charge. However, there will be a Twenty Dollar (\$20) charge for any necessary or desired changes. The Provider Law Firm shall be paid prior to making changes. The Testator has the sole responsibility to initiate the annual review. These review rights do not accrue from year to year.

F. Once a Covered Person has been determined to be entitled to benefits under other Titles of this Contract, the Provider Law Firm will assign an attorney or attorneys to provide services for specific legal issues. The Covered Person should work with the specified attorney. This limitation provides the most effective representation for the Covered Person.

TITLE II: MOTOR VEHICLE RELATED BENEFITS

These benefits begin fifteen (15) days after the Effective Date of this Contract. Any matters occurring during these fifteen (15) days are deemed Pre-existing. These matters are not covered.

The Covered Person is entitled to certain benefits while driving any Licensed Motor Vehicle. The Covered Person must have the vehicle owner's express consent in order to receive benefits. Services will be provided in the court of original jurisdiction. If the Covered Person should have a collision or be charged with a moving traffic violation, the following benefits will be provided:

A. Defense of all moving traffic violations during the Membership Year.

B. Defense of any criminal charges related to Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide. The Covered Person must have had permission to use the Licensed Motor Vehicle.

C. The Covered Person may receive up to a total of two and one-half (2-1/2) hours of attorney time at no additional charge in any of the following situations:

1. When a Covered Person's driver's license is officially denied, cancelled, suspended, or revoked. In order to receive this benefit, there must be a right to appeal provided by statute.
2. When a Covered Person must have a driver's license reinstated or maintained due to job related matters.
3. When a Covered Person must have a driver's license reinstated or maintained due to medical reasons.

D. The Provider Law Firm will provide a Covered Person with assistance on personal injury and property damage claims of \$2,000.00 or less. However, the law firm will not file such a lawsuit as a benefit under this Title. Personal injuries or property damages received as a result of the Covered Person driving, riding in, or being struck by any motor vehicle or boat are included in this Benefit. Such assistance is lim-

ited to two and one-half (2-1/2) hours of attorney time per claim. **Massachusetts automobile insurance policies provide \$2,000 in personal injury protection (PIP) benefits. This benefit is for all covered persons. This benefit is provided regardless of fault in automobile accidents. You are not likely to file such a lawsuit under this section. If you have been in an automobile accident, you should contact your automobile insurance agent or company immediately.**

E. Exclusions:

1. Pre-existing Conditions.
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 claim or defense that appears to be frivolous or groundless. The Provider Law Firm has sole judgment regarding this Benefit.
4. Any traffic tickets received while driving a commercial vehicle with more than two (2) axles will be excluded under this Benefit.
5. Hit and Run related charges, leaving the scene of an accident or similar charges.
6. Charges where the Covered Person is driving without a valid operator's license.

TITLE III: TRIAL DEFENSE BENEFIT

A. If the Named Member or Named Member's spouse is the named defendant in a covered civil action or criminal action, benefits are available. The action must be filed in a state or federal district court. In order to receive benefits under this Title, the criminal action must be one that arises as a result of the Named Member's or Named Member's spouse's conduct within the scope of his/her legal employment.

B. The benefits under this Title shall be limited to the provision of a total of sixty (60) hours of attorney time during the first Membership Year. Of those sixty (60) hours, a maximum of two and one-half (2-1/2) hours will be provided for any and all legal services rendered in defense of the covered lawsuit prior to its actual trial. There is no additional charge for these two and one-half (2-1/2) hours. These two and one-half (2-1/2) hours will cover conferences with associated parties and their attorneys or agents, telephone conversations or other efforts to settle cases. Pre-trial conferences, settlement conferences prior to trial, court appearances, interrogatories, depositions, briefs, and pleadings are also included in these two and one-half (2-1/2) hours. Total benefits provided under the Trial Defense Benefit shall not exceed the annual aggregate per membership amount of sixty (60) hours the first Membership Year.

C. In each subsequent Membership Year, the benefits under this Title increase as follows:

1. Second Membership Year: Up to a total of 120 hours of trial time at no additional charge. This includes 3 hours of pre-trial time at no additional charge.
2. Third Membership Year: Up to a total of 180 hours of trial time at no additional charge. This includes 3-1/2 hours of pre-trial time at no additional charge.
3. Fourth Membership Year: Up to a total of 240 hours of trial time at no additional charge. This includes 4 hours of pre-trial time at no additional charge.
4. Fifth Membership Year: Up to a total of 300 hours of trial time at no additional charge. This includes 4-1/2 hours of pre-trial time at no additional charge.

D. Exclusions:

1. This Title provides benefits for only the Named Member and Named Member's spouse perma-

nently residing with the Named Member. Dependents are not covered by this Trial Defense Benefit.

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. Hit and Run related charges, leaving the scene of an accident or similar charges.
4. This Title does not cover any criminal or civil charge against the Named Member or Named Member's spouse which arises as a result of the ownership, management, or association with a business, partnership, or corporation. This does not exclude lawsuits filed as a result of the Covered Person's direct action necessary to employment, ownership, or association. Example: A suit filed against a store owner who removed an irate customer disturbing the normal flow of business would be covered.
5. This Title does not provide for assistance in matters relating to divorce, separation, or annulment. Child custody or other domestic related matters are also excluded. It does not provide assistance for matters provided for under Titles II and IV of this Contract. Bankruptcy proceedings are excluded under Title III.
6. Class actions, amicus curiae filings, or interventions filed in which the Named Member or Named Member's spouse is a party or potential party are excluded.
7. Pre-existing Conditions are excluded under this Title. Pre-existing Conditions for Title III are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Effective Date, even though the lawsuit was not filed until after such date.
8. Any claim, defense, or legal position, which will not prevail in court, is excluded. The Provider Law Firm has sole judgment in this matter.
9. Any claim or defense that appears to be frivolous or groundless is excluded. The Provider Law Firm has sole judgment in this matter.
10. Any civil or criminal charge against the Named Member or Named Member's spouse while driving a commercial vehicle with more than two (2) axles will be excluded under this Title.
11. This Title does not cover garnishment, attachment, or any other post judgment relief action. The Provider Law Firm will provide services in accordance with the Contract up to the point of final judgment by the court of record.

TITLE IV: IRS AUDIT LEGAL SERVICES

- A. The Covered Person will receive up to fifty (50) hours of professional services when he/she is notified in writing by the Internal Revenue Service (IRS) of an audit of his/her tax return or when he/she is requested in writing to appear at the IRS offices concerning his/her tax return. There is no additional charge for this service.
- B. Coverage begins with the return due on April 15th of the year this Contract is effective.
- C. The fifty (50) hours of IRS Audit Legal Services are divided into three (3) sections:
 1. Within the first thirty (30) days of receipt of the IRS's written notice, the Provider Law Firm will provide up to one (1) hour of professional consultation, advice, or assistance.
 2. Beginning on the thirty-first (31) day after receipt of the IRS's written notice, up to two and one-half (2-1/2) hours of service will be provided. The Provider Law Firm will represent the Covered Person at the audit. The law firm will also provide negotiations, conferences, and telephone conver-

sations for the Covered Person with the IRS attorney and/or professionals. Settlement conferences, subsequent thereto, are also included in these two and one-half (2-1/2) hours. These services are provided prior to a lawsuit.

3. Up to the balance of forty-six and one-half (46-1/2) hours in professional time or services is reserved for actual trial appearance. The trial appearance can be either when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

D. Exclusions:

1. Garnishment, attachment, or any other post judgment relief action.
2. Class actions, interventions, or amicus curiae filings.
3. Charges of tax fraud or income tax evasion.
4. Trust returns, business and/or corporate tax returns. Payroll and information returns, partnership returns, and/or corporation returns, or portions thereof, that are included in the Covered Persons's tax returns.
5. Pre-existing Condition(s) - which is any event, investigation, or notice from the IRS that the Covered Person knew of or had been notified of prior to the Effective Date of this Contract.
6. Services rendered by an enrolled agent are not coverable.
7. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

TITLE V: ALL OTHER LEGAL WORK

The Covered Person will receive all other legal work at a twenty-five percent (25%) discount. This discount is based on the Provider Law Firm's standard rate.

HOW TO USE THIS CONTRACT

How to Obtain Legal Services:

A Covered Person can obtain the legal services of this Contract through their Provider Law Firm or an Attorney of Choice by following the steps below.

Provider Law Firm

Step 1: Call the Provider Law Firm. The Covered Person may call the Provider Law Firm to obtain benefits and services under this Contract. The Provider Law Firm's telephone number is listed on the membership card. Calls may be made during regular office hours, except on holidays.

Step 2: Your Provider Law Firm's Customer Service representative will answer your call.

Step 3: The Covered Person will be asked to give their name, membership number, and the reason for the call.

Step 4: They will have an experienced attorney call the Covered Person back.

Step 5: The experienced attorney will provide the services covered by this Contract.

Attorney of Choice

Step 1: Call the Provider Law Firm. If the Covered Person wishes to use an attorney of his/her own choice for any matter arising under this Contract, they must first contact the Provider Law Firm.

Step 2: Inform them of your Attorney of Choice.

Step 3: They will contact the Attorney of Choice in order to enter into a contract before services are ren-

dered. Their contract establishes the fees to be paid by the Provider Law Firm to the Attorney of Choice. This fee shall be the regular capitated fee, which is the monthly agreed rate normally paid to the Provider Law Firm.

Step 4: If the Attorney of Choice agrees to such a contract, the Covered Person will be responsible to the Attorney of Choice for any legal fees or charges in excess of those covered by the normal capitated rate paid by the Provider Law Firm to the Attorney of Choice.

Step 5: The Provider Law Firm will notify the Named Member that the agreement has been made with the Attorney of Choice.

Step 6: Call your Attorney of Choice and follow the same steps as for the Provider Law Firm.

Member Services

A Company Member Services Representative will be glad to assist the Covered Person with any question or concern he/she may have regarding the benefits and use of the Contract. They will also assist with personal information changes, payment options, and grievances. **The toll-free Member Services telephone number is 800-654-7757.**

GRIEVANCES

Grievances against a Provider Law Firm may be reported to the Company at (800) 654-7757. A Covered Person may file a complaint with the Member Services Representative at that time. A Covered Person may also send a written complaint to the Company: Attention to Member Services.

Lawyers in Massachusetts are bound by the Rules of Professional Conduct. The Rules are approved by the Supreme Judicial Court. The Rules set out standards for the ethical practice of law. Persons with questions concerning the conduct of a Massachusetts attorney may call the Attorney and Consumer Assistance Program in the Office of Bar Counsel. The telephone number is (617) 728-8750.

Complaints related to an attorney may be filed with the Massachusetts Board of Bar Overseers Office of Bar Counsel. Complaints MUST be in writing and signed. You may call (617) 728-8750 to request a complaint form. Complaints should be sent to:

Office of Bar Counsel
99 High Street
Boston, Massachusetts 02110

Inquiries or disputes about insurance companies or agents may be taken up with the Massachusetts Division of Insurance. The Consumer Service Section will help with general insurance information. They will appropriately advise consumers about their rights under the law. The Consumer Hotline is (888) 283-3757. You may call this number with a complaint or question. A complaint form is available on the Division of Insurance web site (www.state.ma.us/doi). You may be entitled to a hearing to resolve your differences with an insurer or agent.

Disputes against insurers providing prepaid legal service plans are governed by Massachusetts General Laws Chapter 176H Section 14. This law gives you certain additional rights. A hearing will be held on disputes with our Company or the Provider Law Firm if a written request is made to the Commissioner within thirty (30) days of the dispute. You will be given at least fifteen (15) days notice of such a hearing. You may call witnesses to the hearing. You may cross-examine opposing witnesses at this hearing. The Commissioner must issue a decision within thirty (30) days after the hearing.

Settlement of Disputes: In the event of a dispute, the parties will agree on an impartial attorney who will decide such dispute and that decision will be binding on all parties to such dispute.

CANCELLATION OF CONTRACT

The Company will immediately cancel this Contract in the event of fraud. Otherwise, this Contract will remain in force until cancelled by the Named Member. The Named Member may cancel either in writing or by nonpayment of membership fees. The Company provides a thirty (30) day Grace Period to remit payment of member fees that become due and unpaid after the Effective Date. This Contract will continue during the Grace Period. This Contract will be terminated at the end of the Grace Period if the member fees remain unpaid. Termination will be effective at 12:01 a.m. on the 31st day following the due

date for which the member fees remain unpaid. All benefits will automatically terminate at the end of the Eligibility Period. If the Company cancels the Contract, only events reported in writing to the Provider Law Firm during the Eligibility Period are covered. The Named Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract. The refund amount will be calculated on a pro-rata basis over the period of the Contract. Enrollment fees are considered earned when paid. They will not be refunded should the Named Member cancel this Contract. The Named Member may cancel the Contract at any time by giving written notice to the Company.

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

OUR COMMITMENT

As always, our number one commitment to our members is exceptional service and top-quality legal services when needed. A Covered Person may reach us by using the Member Services line, (800) 654-7757, between 7:00am and 7:00pm Central Standard Time, or write to us at Pre-Paid Legal Casualty, Inc., P.O. Box 145, Ada, OK 74821-0145.



Jeff Bell
Chief Executive Officer
Pre-Paid Legal Services, Inc.



This Addendum is to be attached to and form a part of your legal plan membership. In addition to the services covered by the aforementioned legal plan, members shall be entitled to the benefits set forth in this Addendum as follows:

The Covered Person may receive toll-free telephone access to the Provider Attorney on a 24-hour per day basis by calling the emergency number on the Covered Person's membership card in order to consult with the Provider Attorney in the event of the following:

1. The Covered Person is detained by a Law Enforcement Officer.
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 while the representative is acting in an official capacity regarding any minor child in the Covered Person's custody or 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 to the Covered Person.
4. The Covered Person is served with a warrant.

ADDITIONAL PROVISIONS

A. This Addendum is subject to the General Provisions of the aforementioned legal plan.

B. As used herein, 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 private security personnel in the course of such person's employment.

C. As used herein, "detention" means being restrained, searched or deprived of immediate liberty by a Law Enforcement Officer, official government representative as defined above or private security personnel in the course of such person's employment, and may include the presentation of any warrant, or questioning by officials.

D. These benefits are available subject to the following exclusions:

1. 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.
2. Assistance in making, posting, or obtaining bond, bail, or other security required for release.
3. Detention or arrest arising from alleged domestic violence, child abuse, sexual abuse or misconduct, or alleged stalking.

E. The telephone access provided in this Addendum 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.

PRE-PAID LEGAL CASUALTY, INC.