

The USG Legal Plan

Summary Plan Description

Plan Year 2017



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I. INTRODUCTION

The USG Legal Plan was established to provide personal legal services for eligible employees, their spouses and dependent children. If you choose to join the Legal Plan, the coverage available to you and your family through the USG Legal Plan can help you with many of your personal legal needs.

This summary provides general information about the Plan, who is eligible to receive benefits under the Plan, what those benefits are, and how to obtain benefits. If you have any questions that are not answered, please contact the LegalEASE Member Services Center. LegalEASE has been selected to provide for legal plan benefits. Nationwide[®] Mutual Insurance is the underwriter of the USG Legal Plan. The services are provided through a national network of attorneys with exceptional experience that can be matched to meet your needs or accessed via a directory. Lawyers in this network are called Plan Attorneys. These arrangements are described in detail in this summary.

The actual provisions of the Plan are set out in a written document maintained by your employer. All statements made herein are subject to the provisions and terms of that document, which control in the event of conflict summary.

II. HOW TO OBTAIN SERVICES

Live/Phone Concierge Matching Services

As a complimentary service included in your USG Legal Plan, you have access to a personalized concierge service that will match a provider to you. If you are not sure where to start, have an escalated or complex legal issue, or you simply do not have the time to call providers on your own, contact the Live/Phone Concierge Matching Service and begin your assisted search for a provider.

Simply call 1(888) 416-4313. Specialists are available to assist you from 8:00AM to 8:30PM, EST Monday through Friday.

Begin the search for a provider by simply calling in and letting our concierge service do the work for you. The process to match you to an attorney based on your area of need and preferences typically takes less than 2 business days. Some legal needs may take longer depending upon geography and complexity of the matter at hand.

Sit back and relax knowing we're working on your behalf. The main objectives of the Live Concierge Matching Service are to reduce the stress that can be caused by looking for a provider on your own and save you the time it can take locating the correct type of attorney that has availability to assist you with your legal need.

III. NON-PARTICIPATING ATTORNEY SERVICES

If the Member already has an attorney, the Member may prefer to use her/him as a Non-Participating Attorney. To do so, the Member must first contact the Member Service Center and notify the representative of his/her intention to use a Non-Participating Attorney for a Covered Service. The Member Service Center will send the Member a claim form to request reimbursement. The Member's reimbursement will be based on the reimbursement schedule as shown in the Schedule of Benefits. If a Member already has an attorney at the time he/she becomes a Member, the Legal Plan Administrator can offer to negotiate with the attorney on behalf of the Member, but will not guarantee the Plan Discounted Rate will be accepted by the attorney or offered by the Legal Plan Administrator.

IV. SPECIAL RULES

1. Members must call the Member Service Center to confirm eligibility and coverage prior to consulting with any attorney. The Member Service Center will assign a Participating Attorney to provide services relative to the matter. Failure to notify the Member Service Center within thirty (30) days following consultation with an attorney may result in a denial of benefits.
2. To obtain benefits under the Managed Case Rules:

Members and/or Covered Family Member must secure a confirmation letter from the Member Service Center prior to proceeding with an attorney.

The attorney must provide a written estimate of fees reflecting his or her best judgment as to the likely conduct of the case.

We will set a maximum attorney fee that takes into account the reasonable level of reimbursement for the proceeding and the proposed litigation strategy. Fees as a result of services in excess of the maximum attorney fee are the responsibility of the Member and/or Covered Family Member.

3. Members actively receiving services must remain enrolled and continue to pay premium hereunder. All benefits will be subject to subrogation and coordination of benefit rules.
4. Upon completion of a Covered Service, the Member and/or Covered Family Member will be required by the Participating Attorney to sign a confirmation of completion. Failure to sign the confirmation may result in denial of the claim and the Member/ Covered Family Member will be responsible for all legal fees.
5. If the Member and/or Covered Family Member pays for pre-authorized services provided by a Non-Participating Attorney, the Member must submit a reimbursement form (provided by Member Service Center) accompanied by an original itemized bill, proof of payment and supporting documentation sufficient to demonstrate the work completed in the matter within sixty (60) days after incurring the legal fees. Benefits provided to the Member and/or Covered Family Member for Covered Services are subject to the maximum as shown in the Schedule of Benefits.

V. WHAT SERVICES ARE COVERED

The available benefits are very comprehensive, but there are limitations and other conditions that must be met. Please take time for yourself and your family to read the description of benefits carefully. The following services are covered under the Plan:

In consideration of payment and receipt by Us of the applicable fees, all Covered Services are available to a Member and all Covered Family Members. Except as noted below, the following Covered Services are provided to the Member when the Member uses a Participating Attorney.

<u>Advice and Consultation</u>	<u>In Network</u>		<u>Out of Network</u>
LegalEASE Helpline: Advice and consultation by telephone with a Participating Attorney. Services are available during normal business hours. Calls can relate to any personal legal matter, civil or criminal, except those specifically excluded.	<i>Paid in Full</i>		<i>N/A</i>
Initial Law Office Consultation One hour per calendar quarter: Up to the maximum as shown in the Schedule of Benefits for office consultations with a Participating Attorney on any personal legal problem, civil or criminal, except those specifically excluded.	<i>Paid in Full</i>		<i>N/A</i>
Miscellaneous Law Office Services	<i>25% Discount On Plan Attorneys Hourly Rate</i>		<i>N/A</i>
This benefit will cover any legal services needed by the Member or Covered Family Member for review or preparation of documents, or any other service required on any legal matters not listed as a covered benefit or exclusion under this Contract.			
Review of Simple Documents up to 6 pages: The Participating Attorney will verbally explain the meaning or impact of any form or document, or make suggestions for changes to a form or document being drafted of up to the maximum number of pages as shown in the Schedule of Benefits. This benefit does not include a written analysis of any form or document.	<i>Paid in Full</i>		<i>N/A</i>

<u>Consumer Matters</u>	<u>In Network</u>		<u>Out of Network</u>
Document Preparation:			
<i>Simple Deed</i>	<i>Paid in Full</i>		<i>\$75</i>
<i>Promissory Note</i>	<i>Paid in Full</i>		<i>\$60</i>
<i>Consumer Dispute Correspondence</i>	<i>Paid in Full</i>		<i>\$60</i>
<i>Installment Sales Agreement</i>	<i>Paid in Full</i>		<i>\$60</i>
<i>Simple Affidavit</i>	<i>Paid in Full</i>		<i>\$60</i>
<i>General Power of Attorney</i>	<i>Paid in Full</i>		<i>\$60/document</i>
<i>Covered Family Member</i>	<i>Paid in Full</i>		<i>\$60/Covered Family Member document</i>
<i>Lease Agreement – Tenant only</i>	<i>Paid in Full</i>		<i>\$75</i>
<i>Time Share Agreement</i>	<i>Paid in Full</i>		<i>\$60</i>

Preparation of any of the following documents: simple deed (excluding those reviewed or prepared under the real estate benefit), promissory note, consumer dispute correspondence, installment sales agreement, general power of attorney, lease agreement (tenant only), time share agreement, and simple affidavit.

This benefit is limited to one use per year per document, except general power of attorney, which is limited to one use per year per Covered Family Member.

Consumer Dispute: Paid in Full | \$665
Subject to Managed
Case Rules

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

Small Claims Court Representation: Paid in Full | \$115
up to 2 Hours

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

Mail Order or Internet Purchase Dispute: Paid in Full | \$335 Maximum
up to 5 Hours Subject to Managed
Case Rules

The services of an attorney to review the nature of any mail order or Internet Purchase dispute involving the purchaser prior to the commencement of litigation. This service includes the review or preparation of dispute letters, any purchase documents and/or consultation with the attorney. If litigation is commenced in this matter, the benefit will cover up to the maximum shown on the Schedule of Benefits.
This benefit is limited to one purchase per year.

Bank Fee Dispute: Paid in Full | \$335 Maximum
up to 5 Hours Subject to Managed
Case Rules

The services of an attorney to review the nature of any (non-business related) bank fee dispute between the Member and their bank prior to the commencement of litigation. This service includes the review or preparation of dispute letters, any purchase documents and/or consultation with the attorney. If litigation is commenced in this matter, the benefit will cover up to the maximum shown on the Schedule of Benefits.
This benefit is limited to one dispute per year.

First-time Vehicle Buyer: Paid in Full | \$335 Maximum
up to 5 Hours Subject to Managed
Case Rules

The services of an attorney for the purchase of a Member's and/or Covered Family Member's first vehicle. This service includes the review or preparation of purchase and finance documents and/or consultation by the attorney at or before closing.
This benefit is limited to one vehicle purchase per year and must be the first vehicle purchase of either the Member or Covered Family Member.

Vehicle Repair and Lemon Law Litigation: Paid in Full | \$335 Maximum
up to 5 Hours Subject to Managed
Case Rules

Services related to the representation of a Member and/or Covered Family Member who is entitled under the applicable state "lemon" law to bring a civil lawsuit (non-business related), up to and including the trial thereof related to a defective car as defined in the applicable state law. This benefit does not include: (1) any lawsuit related to finances or defects that do not specifically fall under the definitions permitted in the applicable state lemon law; (2) lawsuits normally handled on a contingent fee basis; (3) any collection or related defense or action; or (4) matters for which the Member has or is required by law to have insurance.
This benefit is limited to one use per year.

Cell Phone Contract Dispute: Paid in Full | \$335
up to 5 Hours

Contract review up to 6 pages

Representation Paid in Full | \$335
up to 5 Hours

Review of the cell phone contract where the Participating Attorney will verbally explain the meaning or impact of any form or document, or make suggestions for changes to a form or document being drafted of up to maximum number of pages shown on the Schedule of Benefits. This benefit does not include a written analysis of any form or document.

In the event of a dispute over the terms of the agreement between the cell phone company and the Member or any Covered Family Member, this benefit provides representation in a dispute relating to the cell phone contract if the Member/Covered Family Member is sued or named in a small claims court action. This service covers counseling on prosecuting a small claims court action; helping the Member/Covered Family Member prepare documents; advising on evidence, documentation and witnesses; and preparing the Member/Covered Family Member for trial. The service does not include the Participating Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

This benefit is limited to one use per year.

Warranty Dispute:	Warranty review up to 6 pages	<i>Paid in Full</i>		\$335
		<i>up to 5 Hours</i>		
	Representation	<i>Paid in Full</i>		\$335
		<i>up to 5 Hours</i>		

Review of the warranty policy or service contract where the Participating Attorney will verbally explain the meaning or impact of any form or document, or make suggestions for changes to a form or document being drafted up to the maximum number of pages shown on the Schedule of Benefits. This benefit does not include a written analysis of any form or document.

In the event of a dispute over the terms of the agreement between the warranty company and the Member or Covered Family Member, this benefit provides representation in a dispute relating to the warranty or service contract if the Member or Covered Family Member is sued or named in a small claims court action. This service covers counseling on prosecuting a small claims court action; helping the Member/Covered Family Member prepare documents; advising on evidence, documentation and witnesses; and preparing the Member/Covered Family Member for trial. The service does not include the Participating Attorney's attendance or representation at a small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

This benefit is limited to one uses per year.

Healthcare Coverage Disputes and Records:

	Office Consultation up to 5 hours	<i>Paid in Full</i>		\$335
	Review of Healthcare Policy	<i>Paid in Full</i>		\$335
		<i>up to 5 Hours</i>		
	Review/preparation of documents up to 6 pages	<i>Paid in Full</i>		\$335
		<i>up to 5 Hours</i>		

Up to the maximum as shown in the Schedule of Benefits for office consultations with a Participating Attorney on any Healthcare Coverage dispute, civil or criminal, even where a Member has Healthcare Coverage under another policy outside this Policy. For a definition of Healthcare Coverage, please see definitions in the policy.

This benefit is designed to help Members and/or Covered Family Members understand new healthcare law provisions and coverages based on the federal and/or state version of this law AAPACA, and to prepare a bona fide defense to any denials in coverage valued at more than \$1,000.00 in covered medical services under the policy in dispute. This benefit is not intended to provide representation in litigation and does not include collection defense or other actions related to medical bills or payments.

This benefit also includes the review of simple healthcare policy coverage documents and the Participating Attorney will verbally explain the meaning or impact of any policy or related document, or make suggestions for dispute letters or documents being drafted of up to the maximum number of pages as shown in the Schedule of Benefits. This benefit does not include a written analysis of any form or document but does include the preparation of any of the following documents up to the maximum number of pages shown on the Schedule of Benefits: policyholder dispute correspondence, and simple affidavit. Partial documents cannot be reviewed or prepared and if the document other than the actual Healthcare Coverage policy is more than the maximum number of pages shown in the Schedule of Benefits the benefit does not apply.

This benefit is limited to one use per year.

Identity Theft Defense:

<i>Paid in Full</i>		\$950 Maximum
<i>Subject to Managed Case Rules</i>		<i>Subject to Managed Case Rules</i>

Services related to the representation of a Member and/or Covered Family Member 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.

This benefit is limited to one use per year.

Estate Planning

	<u>In Network</u>		<u>Out of Network</u>
Will or Codicil Preparation:	Member	<i>Paid in Full</i>	\$90
	Covered Spouse	<i>Paid in Full</i>	\$90
	Covered Family Member	<i>Paid in Full</i>	\$90
	Complex Will	<i>25% discount</i>	N/A

Preparation of one simple will or codicil (an amendment to an existing will) for the Member and/or Covered Family Member, including the preparation of a simple testamentary support trust for the dependent children:

Simple Will Preparation: Participating Attorney shall prepare a simple will or codicil for Member and/or Covered Family Member and discuss the legal requirements for signing the will.

Complex Will Preparation: Plan Attorney shall prepare a complex will or codicil for Member or Covered Family Member at a discounted fee paid directly to the attorney as shown in the Schedule of Benefits.

Living Will and/or Health Care Power of Attorney:	Member	<i>Paid in Full</i>		\$60
	Covered Family Member	<i>Paid in Full</i>		\$60

Preparation of living will and/or health care power of attorney for Member and/or Covered Family Member as authorized by state law. A living will expresses an individual's wishes as to the use or withdrawal of life support systems. A health care power of attorney appoints another to make medical decisions if the individual is unable to do so him/her self.
This benefit is limited to one use per year.

Living Trust Document:	<i>Paid in Full</i>		\$345
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Preparation of living trust documents. This benefit does not include services related to transactions to fund the trust or transfer assets into it. This benefit does not include tax planning or tax advice related to the trust or the Member's situation before and after the trust is prepared.
This benefit is limited to one use per year.

Probate of Small Estate:	<i>Paid in Full up to 2 Hours</i>		\$115
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The service of an attorney for the probate of a small estate (an estate that is not subject to current state or federal estate taxation) up to the maximum as shown in Schedule of Benefits.

<u>Residential Matters</u>	<u>In Network</u>		<u>Out of Network</u>
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Real Estate Sale, Purchase or Refinancing of Primary Residence:			
<i>Purchase of Primary Residence</i>	<i>Paid in Full</i>		\$550
<i>Sale of Primary Residence</i>	<i>Paid in Full</i>		\$405
<i>Refinancing of Primary Residence</i>	<i>Paid in Full</i>		\$430

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

Vacation or Investment Home Purchase, Sale or Refinancing:	<i>Paid in Full</i>		\$475
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The services of an attorney for the purchase, sale, or refinancing of a Member's vacation or investment residence (where Member has not resided or does not intend to reside for twenty-seven (27) weeks or more per year). This service includes the review or preparation of closing documents and/or attendance by the attorney at closing in situations when it is customary to do so. This benefit does not include services performed by or for a title company, or for an attorney acting on behalf of a lending institution. Home equity loans and the sale or purchase of unimproved properties are not included.
This benefit is limited to one closing per year.

Tenant Dispute:	<i>Paid in Full Subject to Managed Case Rules</i>		<i>\$1,900 maximum Subject to Managed Case Rules</i>
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Representation of the Member and/or Covered Family Member as a tenant in a dispute with his/her landlord.
This benefit is limited to one use per year.

Tenant Security Deposit Dispute:	<i>Paid in Full Subject to Managed Case Rules</i>		<i>\$950 maximum Subject to Managed Case Rules</i>
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The services of an attorney to assist the Member as a tenant in recovering a security deposit from the Member's residential landlord for the Member's primary residence; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. This benefit covers preparation for prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witness; and preparing the Member for the small claims trial. The service does not include the Participating Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.
This benefit is limited to one use per year.

Landlord Dispute with Tenant:	Pre-litigation activities	<i>Paid in Full</i>		\$665
		<i>up to 10 Hours</i>		
	Trial representation	<i>Paid in Full</i>		\$665
		<i>up to 10 Hours</i>		

This benefit covers the Member where he/she is a landlord, but where the regular business or livelihood of the Member is that other than a landlord, for matters involving evictions, leases, or disputes with a residential tenant. The service includes advice and representation if a lawsuit is filed up to the maximum shown on the Schedule of Benefits. It does not include representation for a tenant in disputes with other tenants. If a lawsuit must be brought by the landlord, representation will be provided up to the maximum shown in the Schedule of Benefits and the Member will be responsible for paying all fees for any additional services required.
This benefit is limited to one use per year.

Security Deposit Dispute with Tenant:	<i>Paid in Full</i>		\$665
	<i>up to 10 Hours</i>		

This benefit covers the Member where he/she is a landlord, but where the regular business or livelihood of the Member is that other than a landlord, in defending against the recovery of a security deposit from the Member's residential tenant for any residence owned and leased by the Member; reviewing the lease and other relevant documents; and preparing a letter to the tenant specifying what part of the deposit, if any, will not be returned. It also covers assisting the Member in defending a small claims action; helping prepare documents; advising on evidence, documentation and witness; and preparing the Member for the small claims trial. The service does not include the Participating Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.
This benefit is limited to one use per year.

Construction Defect Dispute:	<i>Paid in Full</i>		\$475
	<i>Subject to Managed Case Rules</i>		

The services of an attorney in a dispute relating to the Member's new home purchased within the past five (5) years up to the maximum shown in the Schedule of Benefits. This benefit includes preparation and assistance for a dispute related to any defect or damage caused by the construction or related to the construction.
This benefit is limited to one use per year.

Neighbor Dispute:	<i>Paid in Full</i>		\$855 Maximum
	<i>Subject to Managed Case Rules</i>		<i>Subject to Managed Case Rules</i>

The services of an attorney in a dispute relating to a Member's neighbor up to the maximum shown in the Schedule of Benefits. Advice and/or preparation and assistance for a dispute filed in court is also covered, although representation in small claims court is not covered.
This benefit is limited to one use per year.

Noise Reduction Dispute:	<i>Paid in Full</i>		\$855 Maximum
	<i>Subject to Managed Case Rules</i>		<i>Subject to Managed Case Rules</i>

The services of an attorney in a dispute relating to a Member's enjoyment of his/her home, where any activity related to noise affecting the Member's enjoyment of their home is prohibited by federal, state or local law, up to the maximum shown in the Schedule of Benefits. Advice and/or preparation and assistance for a dispute filed in court is also covered, although representation in small claims court is not covered.
This benefit is limited to one use per year.

<u>Financial Matters</u>		<u>In Network</u>		<u>Out of Network</u>
Debt Collection Defense:	Pre-litigation	<i>Paid in Full</i>		\$475
		<i>Subject to Managed Case Rules</i>		
	Trial defense	<i>Paid in Full</i>		\$950
		<i>Subject to Managed Case Rules</i>		

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

Bankruptcy (Chapter 7 or 13):

<i>Paid in Full</i>		<i>\$1,045 Maximum</i>
<i>Subject to Managed Case Rules</i>		<i>Subject to Managed Case Rules</i>

Representation on behalf of the Member and/or Covered Family Member for personal (non-business related) bankruptcy protection under Chapter 7 or 13 of the Internal Revenue Code.

This benefit is limited to one use per year.

Foreclosure:

<i>Paid in Full</i>		<i>\$760</i>
<i>Subject to Managed Case Rules</i>		

Defense of the Member in an action to foreclose on the Member's primary residence (where Member has resided or intends to reside twenty-seven (27) weeks or more per year.)

This benefit is limited to one use per year.

Tax Audit:

<i>Paid in Full</i>		<i>\$1,900 Maximum</i>
<i>Subject to Managed Case Rules</i>		<i>Subject to Managed Case Rules</i>

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

This benefit is limited to one use per year.

Student Loan Refinancing/Collection Defense:

<i>Paid in Full</i>		<i>\$470 Maximum</i>
<i>up to 7 Hours</i>		<i>Subject to Managed Case Rules</i>

The services of an attorney up to the maximum shown in the Schedule of Benefits for a student loan refinancing or collection dispute proceeding. This service covers the Member and/or Covered Family Member when there is an issue regarding a student loan in the name of the Member and/or Covered Family Member. This benefit includes negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, all related to one or more school loans in the name of the Member and/or Covered Family Member up to and including trial if necessary.

It does not include vacating a judgment; counter, cross or third party claims; bankruptcy, any action arising out of family law matters including support and post decree issues; or any matter where the creditor is affiliated with the sponsor or employer.

This benefit is limited to one use per year.

Family Matters

<u>In Network</u>		<u>Out of Network</u>
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Separation, Divorce, Civil Annulment:

<i>Uncontested Separation</i>	<i>Paid in Full</i>	<i>\$665</i>
	<i>up to 10 Hours</i>	
<i>Consent/Default Divorce</i>	<i>Paid in Full</i>	<i>\$665</i>
	<i>up to 10 Hours</i>	
<i>Uncontested Divorce</i>	<i>Paid in Full</i>	<i>\$665</i>
	<i>up to 10 Hours</i>	
<i>Contested Divorce</i>	<i>Paid in Full</i>	<i>\$1,900 Maximum</i>
	<i>up to 28.5 Hours</i>	<i>Subject to Managed Case Rules</i>
	<i>Subject to Managed Case Rules</i>	

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

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

Prenuptial Agreement:

Paid in Full | \$760

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

This benefit is limited to one use per year.

Name Change:

Paid in Full | \$285

Services required to accomplish a legal name change for a Member and/or Covered Family Member.

This benefit is limited to one use per year.

Guardianship/Conservatorship:

Uncontested	<i>Paid in Full</i>		\$365
Contested	<i>Paid in Full</i>		\$855
	<i>Subject to Managed Case Rules</i>		

Services required to establish a Member and/or Covered Family Member as the guardian(s) or conservator(s) of another. This benefit does not include fees for a court-appointed attorney for the child/conservatee.

This benefit is limited to one use per year.

Governmental Agency/Stepparent Adoption:

Uncontested	<i>Paid in Full</i>		\$365
Contested	<i>Paid in Full</i>		\$855
	<i>Subject to Managed Case Rules</i>		

Legal representation for a Member and/or Covered Family Member of up to the maximum shown in the Schedule of Benefits in a governmental agency or stepparent adoption. An uncontested adoption does not involve significant disputed issues. This benefit does not include: (1) contested termination of parental rights; (2) fees for a court-appointed attorney for the child; or (3) adoptions(s) made through any agency other than a governmental agency. A contested adoption requires more than five hours of attorney time and involves disputed issues.

This benefit is limited to one use per year.

Juvenile Court Matters:

Paid in Full | \$525
Subject to Managed Case Rules

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

This benefit is limited to one use per year.

Civil Litigation Defense

In Network | **Out of Network**

Civil Litigation Defense:

<i>Paid in Full</i>		\$1,900 Maximum
<i>Subject to Managed Case Rules</i>		<i>Subject to Managed Case Rules</i>

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

This benefit is limited to one use per year.

Incompetency Defense:

<i>Paid in Full</i>		\$1,900 Maximum
<i>Subject to Managed Case Rules</i>		<i>Subject to Managed Case Rules</i>

Services related to the representation of a Member in the defense of any incompetency action, including court hearings when there is a proceeding to find the Member incompetent.

This benefit is limited to one use per year.

Criminal Defense

In Network | **Out of Network**

Traffic Tickets:

Paid in Full | \$240

Services related to the representation of the Member and/or Covered Family Member in defense of any traffic ticket except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor, trial, and counseling and preparing Member for self-representation at any hearings if chosen.

This benefit is limited to one use per year.

Serious Traffic Matters: Paid in Full | \$475
(Resulting in suspension or revocation of license)

Services related to the representation of a Member and/or Covered Family Member who is charged by governing authorities with moving traffic violation(s) and conviction could result in suspension or revocation of Member's and/or Covered Family Member's drivers' license.

This benefit is limited to one use per year.

Administrative Proceeding: Paid in Full | \$285
(Regarding suspension or revocation of license)

Services related to the representation of a Member and/or Covered Family Member in an administrative proceeding relating to the suspension or revocation of driving privileges.

This benefit is limited to one use per year.

Misdemeanor Defense: Paid in Full | \$1,900 Maximum
Subject to Managed Subject to Managed
Case Rules Case Rules

Defense of a Member and/or Covered Family Member in connection with criminal misdemeanor charges (not associated with any felony charge).

This benefit is limited to one use per year.

ADDITIONAL SERVICES

Benefits included with the basic legal services at no additional cost to the Company or the employees. These services include:

FINANCIAL ADVISOR

Financial Helpline

Consultation with legal or financial professionals by toll-free telephone during normal business hours. Calls can relate to investment strategies, debt matters, or any personal financial planning question.

ELDER LAW

Eligibility of Parents

Parents of the Member and the Member's Spouse, regardless of age, are eligible for benefits under the Elder Law coverage described herein. Benefits cover Biological Parents, Step-Parents and Adoptive Parents.

Elder Law Benefits

Advice and Consultation

Legal Helpline:

Member/Eligible Parent may receive advice and consultation by toll-free telephone with a Plan Attorney. Services are available during normal business hours. Calls can relate to any personal legal matter, civil or criminal.

Financial Helpline:

Member/Eligible Parent will receive consultation by toll-free telephone during normal business hours. Calls can relate to investment strategies, debt matters or any personal financial planning question.

Document Preparation

Simple Will Preparation:

Each Eligible Parent, as defined above, may receive one Simple Will per year at no charge. Plan Attorney will prepare the document and discuss the legal requirements for executing the Will.

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

Living Will Preparation:

Eligible Parents, as defined above, may request one Living Will per year at no charge. Plan Attorney will prepare the document as authorized by state law and discuss the legal requirements for signing the Living Will.

A Living Will expresses an individual's wishes as to the use or withdrawal of life support systems.

Additional Documents:

Additional documents may be prepared for a minimal charge, up to once per year per Eligible Parent, as described above:

- Healthcare Directive - \$45 fee per document
- Financial Power of Attorney - \$45 fee per document
- Durable Power of Attorney - \$45 fee per document
- Healthcare Durable Power of Attorney - \$45 fee per document

Any 3 or more of the above documents may be prepared for a package cost of \$115 per set.

MEDIATION**Consultation Services:**

Members receive one free thirty minute consultation with a licensed mediator every quarter. Topics include: domestic disputes, divorce or child custody proceedings, consumer problems, medical bill, warranties, loan disputes, auto accidents.

Mediation Counseling Assistance:

Assistance is available to assist Members with understanding mediation and alternative dispute resolution. Examples of some topics are; charting projected lawsuit expenses, understanding when mediation might work, managing legal expenses in mediation, educational tools to make an informed decision, and advice on selecting mediator or other options. These services are designed to help Members deal with the increase in resolution pace.

Discounted Mediation Services:

Member receives a 10% discount on Participating Attorney's normal mediation fees. This includes hourly rates and flat fees. However, this does not apply to contingency fees.

IDENTITY THEFT RECOVERY ASSISTANCE

Coverage includes a basic Identity Theft Helpline Service as well as a comprehensive Online Identity Theft Prevention and Assistance Service for Member, and Covered Family Members.

Advice and Consultation

Telephone consultations (10 per year) with a Trained Identity Theft Recovery Specialist.

Additional Benefits

- a) Personal Recovery Kit – designed to walk a victim of identity theft step-by-step through the process of recovery (designed to be utilized in conjunction with the consultations with the Recovery Specialist).
- b) Recovery Letter preparation by plan attorney – a plan attorney will draft the simple affidavits to submit to specific agencies and organizations needed to establish the theft of your identity and prevent further loss of your identity and credit rating.
- c) Review of necessary recovery legal documents (up to 6 pages each).

VI. EXCLUSIONS

The following benefits are excluded:

Appellate court proceedings, class actions, interventions, derivative action and amicus curiae filings.

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

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

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

Matters that the attorney deems frivolous, spurious, harassing, or unethical (collectively referred to as "frivolous") or otherwise prohibited by the Model Rules of Professional Conduct of the state in which the attorney is licensed.

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

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

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

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

The Certificate of Coverage will not provide benefits in connection with pre-existing matters, which includes any matter where the Member and/or Covered Family Member is on notice as to a pending legal dispute or has previously contacted an attorney, except when prior coverage under another Legal Plan provided by the Policyholder can be demonstrated.

Where there are specific hours or dollar amounts provide in this Certificate of Coverage, or where a maximum is set under the Managed Case Rules, the Member will be responsible for all attorney fees incurred over the maximum. Additional exclusions related to each benefit are included in the Covered Services.

VII. SPECIAL SITUATIONS

In addition to the coverages and exclusions listed, there are certain rules for special situations. Please read this section carefully.

What if other coverage is available to you?

If are entitled to receive legal representation provided by any other organization such as an insurance company or a government agency, or if you are entitled to legal services under any other legal plan, coverage will not be provided under this Plan. However, if you are eligible for legal aid or Public Defender services, you will still be eligible for benefits under the Plan, so long as you meet the eligibility requirements.

What if you are involved in a legal dispute with Covered Family Members?

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

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

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

What if you are involved in a dispute with another employee?

The Plan excludes any employment related matters as well as any action against the Policyholder (Member's Employer). If two Members are involved as adversaries in a dispute that is a Covered Service, separate coverage for each Member will be provided.

What if the court awards attorneys' fees as part of a settlement?

If you are awarded attorneys' fees as a part of a court settlement, the Plan must be repaid from this award to the extent that it paid the fee for your attorney.

What if I was already enrolled in the previous group legal plan?

If you were currently enrolled in a legal plan through your institution, you will automatically be enrolled in the USG Legal Plan.

When does coverage under the new USG Legal Plan begin?

If you were previously enrolled in a legal plan through your institution, the new USG Legal Plan coverage begins on January 1, 2017. All time spent on your matter by your attorney prior to the effective date of January 1, 2017 should be covered by the former legal plan benefits company. Work completed on or after January 1, 2017 will be covered by the USG Legal Plan under the rules and benefits of the new certificate of coverage.

What if I was enrolled in the previous legal plan and am currently enrolled in a case?

If you are currently going through a case under your former legal plan, there are four outcomes after the effective date of January 1, 2017 that can occur. Please contact Member Services at 1(800) 248-9000 to learn more.

1. Your current attorney is in the USG Legal Plan Network.
2. If the current attorney is NOT in the USG Legal Plan Network, Member Services can attempt to negotiate in-network benefits and add the attorney to the USG Legal Plan Network.
3. If the attorney does not wish to be added to the network, you may utilize out-of-network benefits.
4. You can be matched to a new in-network attorney.

VIII. ELIGIBILITY

All benefit-eligible University System of Georgia employee working 30+ hours per week may enroll in the plan.

COVERED FAMILY MEMBER DEFINITION: means the Member's spouse and Member's unmarried dependent children, including stepchildren, legally adopted children, children placed in the home for adoption and foster children, up to the end of the month of the child's 26th birthday, who are primarily dependent upon the Member for support.

IX. ENROLLMENT

During Open Enrollment, an eligible employee may choose to opt in or drop out of the Plan. If you are a new hire, you have 30 days from your eligibility date to enroll. Once enrolled, your enrollment will carry over year over year until you actively opt out.

X. WHEN COVERAGE BEGINS

When electing legal coverage during Open Enrollment, coverage begins January 1 of the next Plan year.

When enrolling outside of Open Enrollment, your effective date begins on the first of the following month. Once enrolled, your enrollment will carry over year over year until you actively opt out.

XI. WHEN COVERAGE ENDS

Termination and Cancellation of Coverage

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

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

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

- a. The Member's coverage is cancelled or terminated; or
- b. The family member ceases to qualify as a Covered Family Member as defined.

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

Portability:

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

XII. PLAN CONFIDENTIALITY & ATTORNEY CLIENT RELATIONSHIP

All attorneys are subject to the authority of the State Supreme Court and the State Bar of the state where they are licensed to practice. The Member's relationship with an attorney is privileged and strictly confidential. We will not interfere in the attorney-client relationship, nor in the attorney's independent exercise of his or her professional judgment. Attorneys are not certified specialists.

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

By using legal services benefits that are provided under the group policy / Certificate of Coverage, the Members agree that neither We, nor the Policyholder, nor any other person involved in the marketing or administration of the group policy, shall have any liability for the acts, errors or omissions of an attorney providing services, in whole or in part.

XIII. COVERAGE TERRITORY

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

XIV. AMENDMENT OR TERMINATION

While your employer expects to continue to offer participation in the LegalGUARD Plan, it reserves the right to amend, or terminate the Plan at any time.

XV. ADMINISTRATION AND FUNDING

The Legal Plan is provided for and administered through a contract with LegalEASE. LegalEASE has exclusive discretion to make all determinations regarding attorneys' fees and what constitutes covered services, adoption of administration rules; to make factual determinations and interpret the plan, correct defects, supply omissions and reconcile inconsistencies to the extent necessary to effectuate the plan and such action will be conclusive upon the Company, the Plan, participants, employees, their dependents and beneficiaries; decide upon questions of eligibility and participation, prescribe procedure and election forms, to accept, modify or reject elections, and to settle any lawsuits against the Plan or Plan Administrator. All contributions collected from employees electing this coverage are paid to LegalEASE.

XVI. COST OF THE PLAN

The cost of the plan is only \$16.96 per month via payroll deduction or through portability. You pay the cost of the Plan through after-tax payroll deductions.

XVII. PAYMENT REFUND PROVISION

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

XVIII. DENIAL OF BENEFITS AND APPEAL PROCEDURES

Denials of Eligibility

LegalEASE verifies eligibility using information provided by your employer. When you call for services, you will be advised if you are ineligible and LegalEASE will contact your employer for assistance. If you are not satisfied with the final determination of eligibility, you have the right to formal review and appeal. See the procedures outlined in the next section.

Denial of Coverage

If you are denied coverage by LegalEASE or by any Plan Attorney, you may appeal by sending a letter to:

LegalEASE
Director of Administration
5850 San Felipe Street, Suite 600
Houston, Texas 77057

The Director will issue LegalEASE Legal Plans' final determination within 60 days of receiving your letter. This determination will include the reasons for the denial with reference to the specific Plan provisions on which the denial is based, and if applicable, a description of any additional information that might cause LegalEASE Legal Plans to reconsider the decision, and an explanation of the review procedure.

Claims and Appeals for Eligibility to Participate

If you, your beneficiary or your authorized representative feel that an error has been made concerning your eligibility to participate in the Plan you, your beneficiary or your authorized representative may request reconsideration under the Plan. All requests for reconsideration must be submitted in writing to the Plan Administrator at the following address:

Attn: Plan Administrator
c/o LegalEASE
5850 San Felipe Street, Suite 600
Houston, Texas 77057

The Plan Administrator will review your claim and respond to you with a determination. The decision of the Plan Administrator is final and binding.

Limitations and exclusions apply. This benefit summary is intended only to highlight benefits and should not be relied upon to fully determine coverage. More complete descriptions of benefits and the terms under which they are provided are received upon enrolling in the plan. If this benefit summary conflicts in any way with the Policy issued, the policy shall prevail. Group legal plans are administered by Legal Access Plans, L.L.C. or LegalEASE Home Office: 5850 San Felipe, Suite 600, Houston, TX. This legal plan may not be regulated as insurance in some states. Product available in all states. Underwritten by Nationwide Mutual Insurance Company and affiliated companies in all states except, HI, ID, NH, NC, OH, PA, SC, TX, and WY, where underwriting is not required. Nationwide, Nationwide is on your side and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company.
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