



U.S. Legal Services

Providing legal benefit plans.

ENDORSEMENT 7 US109A SENIOR DEFENDERSM

I. INTRODUCTION

In addition to the comprehensive legal services available through our other legal plans, this rider extends legal services in the specialized field of Elder Law to the Covered Individual. Elder Law attorneys will assist you with the many legal and other issues which confront seniors and retirees and parents of our members. Elder law attorneys can advise you on the laws in your state and assist you in all the coverage areas of Part I. Elder Law Attorneys could also be of assistance if your net worth or your asset structure is unusually complex. Your legal plan has contracted with this sector of the bar in anticipation of your specific needs in this area of law.

II. DEFINITIONS

1. Plan - the Senior Defender.
2. Member Application Agreement - the agreement entered into by the person receiving the benefit.
3. Contribution - the amount paid for services offered.
4. Attorney(s) - any person properly licensed to practice law.
5. Plan Attorney - one selected by U.S. Legal to provide legal service to the member.
6. Plan Member or Covered Individual - Those persons designated in Part III.
7. Plan Administrator - U.S. Legal Services, Inc.

III. PARTIES TO WHOM BENEFITS ARE AVAILABLE

The legal benefits provided by the Plan shall be available to the Plan Member and spouse named in the policy as it appears on the Declaration page. The Plan Member may also name in writing, one adult child or other adult care giver who may utilize the benefits on behalf of the covered Plan Member.

BENEFITS AVAILABLE

PART I. ELDER LAW CONSULTATION

This benefit entitles the member to consultations with a qualified Elder Law Attorney at no cost to the Plan Member during normal business hours at the telephone number listed on the Member's identification card. There shall be no limit to the number of free consultations per year under Part I. Such consultation shall be of sufficient length or duration in time, in the opinion of the attorney, to adequately respond to the member's inquiry. This benefit shall include but not be limited to consultation on the following areas:

- a. ELDER FRAUD, SCHEMES OR SCAMS – perpetrated on Seniors including telephone, mail or other solicitation and to avoid becoming a victim of Fraud, Abuse, Schemes, Chicanery or other misleading ideas or deceptions.
- b. PLANNING FOR INCAPACITY - including powers of attorney, living wills, health care surrogates, living trusts and forms of ownerships
- c. HEALTH CARE DECISIONS - decisions by patient, decisions for incompetent patient, durable power of attorney, living wills, anatomical gifts.
- d. FINANCIAL PLANNING - in order to save on income, gift and estate taxes, to adequately provide for family members, including developing and reviewing a financial plan, IRAs, C.D.s, annuities, life insurance, personal residence, health care benefits as well as retirement planning.
- e. DEBT & CONSUMER COUNSELING - concerning problems with collections, debt and/or credit or credit reports.
- f. ESTATE PLANNING, WILLS, TRUSTS AND LIVING TRUSTS - including planning for surviving spouse, planning for single person, including tax strategies and techniques.

PART II. HOW TO USE THIS PLAN

To utilize any of the consultation benefits under Part I or to obtain a referral to an Elder law attorney under Part IV of this coverage and/or to determine the amount of the one-third reduction of a referral attorneys hourly rate, the Plan Member shall be entitled to call the Designated Plan Elder Law Attorney during normal business hours at the toll-free number shown on the Plan Member's identification card.

PART III. CLIENT ORGANIZER AND CHECKLIST

- A. By virtue of becoming a member of this plan you are entitled to receive a Client Organizer and Checklist. This document has been prepared for your use by attorneys who specialize in Elder law and Taxation. The areas of Elder law and Taxation cover a wide variety of issues that older Americans and their children must deal with and will serve as a quick reference by you of the foregoing summary of areas of the law that you are entitled to consult.. This Organizer has been designed to achieve maximum efficiency. The Organizer is divided into general areas of law so as to be of it's best help to you in evaluating your own circumstances and at the same time readily and efficiently allows you to be able to give to your attorney the information that he or she will need to advise you as best as is possible.

When you receive the organizer, please familiarize yourself with its contents and make arrangements to keep it permanently secured in a safe place where you would normally keep your other important records. This Organizer is best utilized prior to calling the attorney. When you need to discuss a problem or matter with your attorney, please refer to your Organizer and to the general area of concern that is reflected in the table of contents of the Organizer. Please review the questions therein and be prepared to give those answers to your attorney when you call.

- B. WILL & TRUST PLANNER - Your membership in this plan also entitles you at no cost to receive a **free** Will & Trust Planner. This document has been prepared by our attorneys and will enable you to decide if you need a will or trust, or, whether you need to update or change an existing will or trust.

PART IV. ADDITIONAL BENEFITS AVAILABLE

In the event that after a consultation, as covered above, the Plan member and the attorney agree that there are additional legal services required or necessary in order to serve the member and in the event the member wishes to retain a Plan attorney for these additional services, then that **Plan attorney shall reduce their hourly rate and the member shall be entitled to a reduction of 1/3 off the attorney's normal rate for those services.**

PART V. LEGAL SERVICES EXCLUDED

- A. Any controversy or proceeding between the administrator and any party to the Plan.
- B. Any matter not specifically covered under Part I or Part IV herein.

PART VI. GENERAL PROVISIONS

It is expressly understood that all costs incident to any legal matter including, but not limited court filing fees, sheriff fees for service of summons or other process, deposition and discovery cost, fines, penalties, investigative fees, postage, costs of copying, long distance calls; or damages assessed will be borne and paid directly by the Plan Member.

Any Plan Member entitled to service under this Plan may choose another attorney in any case where a Plan Member prefers not to have representation by a Designated Attorney, but such use of non-Designated Attorney shall be at the member's expense.

In the event the attorney assumes responsibility over any matter where the receipt of legal fees is provided by statute, by contract, or by the nature of the claim, any attorney fees recovered shall be the property of the attorney.

An attorney-client relationship comes into being at such time as the Plan Member chooses to employ the services of an attorney in the law firm to which the Plan Member is assigned.

In the event Plan Member has need of legal services outside the area served by the Designated Attorney for the Plan Member, Plan Member should first contact Plan Administrator to determine the availability of another Plan Attorney in that area to conveniently and lawfully represent Plan Member. Such attorney or law firm, if there is one in the area, must be one that bears a similar contractual relationship with Plan Administrator as does the Plan Member's Designated Attorney.

The Plan Attorneys, for uses under Part IV, have already agreed in writing as to the amount of their hourly fee and this information and the amount of legal fee reduction may be obtained by the Plan Member upon inquiry.

The Plan Administrator, in the implementation of this plan, enters into agreements with numerous attorneys, who agree to provide stipulated services under the conditions contained in each type of agreement. In none of these instances does the Plan Administrator stand in the position of guarantor as to the honesty, proficiency, accuracy, or resourcefulness of the individual practitioner or firm of practitioners of law. Accordingly, if any attorney to whom a Plan Member takes the legal problem, performs or omits an act which may give rise to a claim for malpractice, the Plan Member's sole recourse is against the individual attorney or firm of attorney's handling that Plan Member's legal matter. Member has the right to file a grievance with the State Bar Association.

The Plan Administrator will in no way become involved or interfere with the firm's handling of those cases that may arise by reason of the attorney-client relationship entered into when a Plan Member brings a problem to an attorney. However, in the event of complaints from Plan Members, Plan Administrator will make an inquiry into the complaint or complaints. If it is determined that the firm or attorney has demonstrated an inability to handle the needs of the Plan Member, arrangements will be made for the transfer of such Plan Member to another Designated attorney or law firm. Before any such action is taken, however, the attorney or firm will be given an opportunity to resolve the problem. If the Plan Member is unable to find a participating attorney willing to perform services covered or if attorney is disqualified or otherwise unable to perform the services, the Plan Administrator will select or appoint another attorney who bears a similar contractual relationship with the Plan Administrator to provide the covered services to the insured. If there is a disagreement between the policyholder and Plan Administrator concerning the grounds for demanding the above alternative benefit, then each party may select an impartial arbiter and their decision shall be binding on both parties. Additionally, should the Plan Member so choose, the Plan Administrator will act as mediator in the event of a dispute between the Plan Member and the attorney. This procedure shall be available to the plan member at no cost. Additionally, most state's Bar Associations have attorney fee dispute mechanisms that are available at no cost to the public.

Nothing in any of the Plan documents shall be deemed to interfere with a Bar Association's right to discipline attorneys for violation of any Bar Association Canon addressed to honesty, integrity, or fair dealing. The grievance resolution machinery contained herein addresses itself only to disputes between a Plan Member and an attorney involving issues other than legal ethics.

**PART VII. RESPONSIBILITIES OF THE PLAN ADMINISTRATORS
AND PLAN ATTORNEYS**

The obligation of Plan Attorneys providing services under this Plan shall be solely to their member-clients. Plan Attorneys shall maintain the confidentiality of the attorney/client relationship in accordance with the Code of Professional Responsibility.

Plan Attorneys shall refuse to provide services in any matter they believe to be clearly frivolous, without merit, or which would violate the Code of Professional Responsibility.

In the event that a member terminates membership in the Plan for any reason, or has membership revoked, the legal services provided to the member shall be ended. In such event, as to any active matters, the Plan Attorney involved shall complete the proceeding at the Member's expense, unless the Member does not desire to be further represented by the Plan Attorney involved or any other Plan Attorney.

In the event that a Member terminates membership or it is revoked and even though such Member does not have an active matter pending, or has not used any services of the Plan, such Member shall not be entitled to a refund of monthly membership fees previously paid. Likewise, should a Member discharge a Plan Attorney as to any active matter without terminating membership in the Plan, no refund shall be due. The entire basis of the Plan is to provide quality legal services at a low cost, and only by application of all fees collected can this be possible.

PART VIII. TERMINATION PROVISION

The Plan Administrator reserves the right to cancel this contract for nonpayment of premium. If there is an unearned premium, it will be returned within ten (10) days of the effective cancellation date.

Underwritten by:

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