

MetLife Auto & Home
Metropolitan Property and Casualty Insurance Company
700 Quaker Lane, Warwick, RI 02887

**Legal Services Plan
Certificate of Coverage**

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

Group Legal Services Policy Number: 926/0339 **Group Policy Effective Date: July 1, 2017**

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

This Legal Services Plan is insured by Metropolitan Property and Casualty Insurance Company; a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02887.

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

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

www.legalplans.com
Phone: **1-800-821-6400**
Mail: **1111 Superior Avenue**
Cleveland, OH 44114-2507

In this certificate You'll find information about Your Legal Services Insurance coverage. We hope that You will take the time to read this information carefully. It is important to You.

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

HERE IS AN OUTLINE OF WHAT'S INSIDE

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DEFINITIONS TO HELP YOU UNDERSTAND THE PLAN

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

Policyholder means the Research Foundation for Mental Hygiene, Inc.

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

- natural child;
- adopted child; or
- stepchild

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

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

Covered Legal Services means those legal services listed and described in this certificate.

Covered Person means a Participating Employee and his or her Dependents.

Dependent means the Participating Employee's lawful spouse and/or Child; or Qualified Domestic Partner or Civil Union Partner.

Eligible Employee means employees who are regularly scheduled for full-time work schedules of 35, 37 ½ and 40 hours per week or more at their regular place of employment and work at least 50% of their designated full-time schedule.

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

Limiting Age means 26 years of age.

Metropolitan means Metropolitan Property and Casualty Insurance Company.

Participating Employee means an employee who participates in the Plan.

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

Qualified Domestic Partner or Civil Union Partner means a person who qualifies for coverage (a) as a domestic partner or civil union partner under another employee benefit plan provided by the Policyholder; or (b) as required by applicable law.

We, Us and Our means the Administrator.

You and Your means the Participating Employee.

IMPORTANT DATES AND ADDITIONAL TERMS OF COVERAGE

Initial Plan Year: begins on the Group Legal Services Effective Date and continues through December 31, 2017.

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

Initial Contract Term: The initial term of the Group Legal Services Policy begins on the Effective Date and continues through December 31, 2020. During the Initial Contract Term, the Participation Fee rate(s) will not be changed. Thereafter Metropolitan may change the Participation Fee rate(s) on the Renewal Date.

Renewal Date: Beginning on January 1, 2021 and on each January 1st which occurs thereafter, this Group Legal Services Policy will be automatically renewed for a period of one year. Such renewals will continue until either party gives advance written notice to the other that it intends to end or amend the Group Legal Services Policy effective on such Renewal Date. Notice of non-renewal by Metropolitan to the Policyholder must be given at least 45 days but not more than 60 days in advance. Notice of non-renewal by the Policyholder to Metropolitan must be given at least 30 days in advance.

Metropolitan or Hyatt will notify the Policyholder of any increase in the Participation Fee rate(s) at least 60 days prior to the Renewal Date.

Coverage for Dependents: is provided under this Plan.

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

Participation Fees: This is a Contributory plan. The Participation Fee is \$18.00 per month per Participating Employee all of which is paid by the Participating Employee. The Due Date for the payment of Participation Fees to Us is the 1st day of each month beginning with the Participation Fee due July 1, 2017.

HOW THE GROUP LEGAL SERVICES PLAN WORKS

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

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

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

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

If a Plan Attorney is Used

A Plan Attorney will advise on:

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

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

If a non-Plan Attorney is Used

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

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

REQUIREMENTS FOR COVERAGE

All Eligible Employees may participate in the Plan.

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

Eligible Employees may enroll in the Plan:

- during the initial enrollment period established by the Policyholder; or
- during any subsequent annual enrollment period.

If You enroll during the initial enrollment period, coverage will begin on the Effective Date of the group policy. If You enroll during a subsequent annual enrollment period; coverage will be effective at the beginning of the next Plan Year. Each time You enroll or re-enroll You are agreeing to participate for the full Plan Year.

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

Any person who subsequently becomes a Dependent will be covered beginning on the date he or she becomes a Dependent. For example, if You or Your spouse gives birth to a child, the child will be covered as of the date of birth.

COVERED LEGAL SERVICES

ADVICE AND CONSULTATION

Office Consultation

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

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

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

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

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

Telephone Advice

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

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

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

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

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

CONSUMER PROTECTION

Consumer Protection Matters

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

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

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

Small Claims Assistance

This service provides the Covered Person with:

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

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

Personal Property Protection

This service provides the Covered Person with:

- Counseling on any personal property issue
- Examples are consumer credit reports, contracts for purchase of personal property, consumer credit agreements or installment sales agreements
- Counseling on pursuing or defending a small claims action
- Reviewing personal legal documents
- Preparing promissory notes, affidavits and demand letters

IMMIGRATION ASSISTANCE

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

JUVENILE MATTERS

Juvenile Court Matters

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

DEBT MATTERS

Debt Collection Defense

This service provides a Covered Person with an attorney to:

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

This help includes representation at trial if necessary.

It does not include:

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

Identity Theft Defense

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

Personal Bankruptcy

This service covers the Participating Employee and spouse and Domestic Partner in pre-bankruptcy planning. It includes the preparation and filing of a personal bankruptcy or Wage Earner petition and representation at all court hearings and trials. It is not available if the Policyholder is a creditor, even if the Participating Employee or spouse or Domestic Partner chooses to reaffirm the specific debt.

Tax Audits

This service provides the Covered Person with an attorney to:

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

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

DEFENSE OF CIVIL LAWSUITS

Administrative Hearing Representation

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

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

Civil Litigation Defense

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

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

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

Incompetency Defense

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

DOCUMENT PREPARATION

Affidavits

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

Deeds

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

Demand Letters

This service provides for:

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

Negotiations and representation in litigation are not included.

Mortgages

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

Notes

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

DOCUMENT REVIEW

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

ELDER LAW MATTERS

This service provides the Covered Person with:

- Counseling on any personal issues relating to the Covered Person's parents as they affect the Covered Person
- Reviewing documents of the parents as they affect the Covered Person
- Examples of documents are Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills
- Preparing deeds involving the parents when the Covered Person is the grantor or the grantee
- Preparing promissory notes involving the parents when the Covered Person is either the payor or payee

FAMILY LAW

Name Change

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

Prenuptial Agreement

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

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

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

Protection from Domestic Violence

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

- preparing the paperwork;
- attending all court appearances.

This service does not include:

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

Adoption (Contested and Uncontested)

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

Guardianship or Conservatorship (Contested and Uncontested)

This service provides for establishing a guardianship or conservatorship over a person and his or her estate by the Participating Employee and spouse and Domestic Partner. It includes:

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

If the proceeding becomes contested, the Participating Employee or spouse or Domestic Partner must pay all additional legal fees.

This service does not include:

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

PERSONAL INJURY

Personal Injury (Discount)

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

REAL ESTATE MATTERS

Boundary or Title Disputes

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

Eviction Defense

This service provides representation for the Covered Person as a residential tenant, in case of eviction, up to and including a trial defense.

Home Equity Loans (Primary Residence)

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

Property Tax Assessment

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

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

Refinancing of Home/Home Equity Loan (Primary and Secondary Residence)

This service provides the Covered Person with counsel in the refinancing of or obtaining a home equity loan on the Covered Person's primary and secondary residence. It includes the review or preparation of all relevant documents (the mortgage, deed and documents pertaining to title, insurance, recordation and taxation). It also includes obtaining a permanent mortgage on a newly constructed home. It does not include:

- services provided by an attorney representing a lending institution or title company;
- the refinancing of or getting a home equity loan on:
 1. rental property; or
 2. property held for business or investment;
- the sale or purchase of a home.

Sale or Purchase of Home (Primary and Secondary Residence)

This service provides the Covered Person with counsel for the purchase and sale of the Covered Person's primary and secondary residence or of vacant property to be used for building a primary residence and secondary. It includes the review or preparation of all relevant documents (the construction documents for a new home, purchase agreement, mortgage, deed and documents pertaining to title, insurance, recordation and taxation). The service also includes attendance of a Plan Attorney at closing.

It does not include:

- services provided by an attorney representing a lending institution or title company;
- the sale or purchase of:
 1. rental property;
 2. property held for business or investment; or
 3. leases with an option to buy;
- refinancing a home; and
- home equity loans.

Tenant Negotiations

This service provides the Covered Person with representation as a tenant for matters involving leases, security deposits or other disputes with a residential landlord. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

Zoning Applications

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

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

Security Deposit Assistance (Primary Residence - Tenant Only)

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

It also covers:

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

This service does not include:

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

TRAFFIC INFRACTIONS

Restoration of Driving Privileges

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

Traffic Infractions (No Defense of Driving Under the Influence)

This service provides the Covered Person with representation in defense of any traffic infraction.

The service includes:

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

WILLS AND ESTATE PLANNING

Trusts

This service includes the preparation of revocable or irrevocable living trusts for the Covered Person. It does not include tax planning or services associated with funding the trust after it is created.

Living Wills

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

Powers of Attorney

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

Probate (10% Discount)

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

Wills and Codicils

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

SERVICES WITH LIMITED COVERAGE

Service for matters in which there is a conflict of interest between the Participating Employee and Employee's Spouse or Dependents will be provided to the Participating Employee only.

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

SERVICES THAT ARE NOT COVERED

Covered Legal Services will not be provided for:

- Appeals or class actions;
- Transactions involving:
 - farms or businesses;
 - rental property when a Covered Person or the Policyholder is the landlord;
 - patent, trademark or copyright law; or
 - property held for investment or rental.
- Any matter involving a dispute or a proceeding with:
 - the Policyholder or any of its affiliates as an adverse party;
 - any employee benefit or benefit plan the Policyholder has established; or
 - Metropolitan or its affiliates, the Administrator or any Plan Attorney as an adverse party.
- Any employment related matter;

- Any matter for which an attorney-client relationship arose before You became eligible for the Covered Legal Services under the Plan.
- Amounts due to third parties such as:
 - court costs, filing fees or recording fees;
 - fines;
 - judgments;
 - witness fees; or
 - transcripts.
- Any matter deemed by Us to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.
- Defense coverage for criminal matters.

GRACE PERIOD

The Policyholder will have a Grace Period of thirty-one (31) days to remit the Participation Fees that become due. During the Grace Period, the policy will continue in effect. If the Participation Fees remain unpaid at the end of the Grace Period, the policy will terminate. Termination will be effective at 12:01 a.m. on the thirty-second day following the due date for which Participation Fees remain unpaid. In any case, the Policyholder will remain liable for the pro-rata portion of all Participation Fees which accrue for the period the policy is in effect.

HOW INSURANCE COVERAGE ENDS

Subject to the Grace Period, Your insurance coverage will end upon the first of the following to occur:

- **Plan termination:** the date the group policy ends. We may end the group policy if the Policyholder fails to remit Participation Fees when due, after providing 15 days advance written notice to the Policyholder.
- **Failure to re-enroll:** the first day of the Plan Year for which You, as a Participating Employee, have not re-enrolled;
- **Failure to make a required contribution:** the first day of the month following the Due Date of any Participation Fee for which You did not make the required contribution;
- **Change in employment status:** the last day of the month in which You cease to be an Eligible Employee.

Insurance coverage for a Dependent **ends** upon the first of the following to occur:

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

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

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

IF COVERAGE ENDS BECAUSE OF A CHANGE IN EMPLOYMENT STATUS

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

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

CLAIMS REVIEW-ADDITIONAL INFORMATION

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

RESOLUTION OF DISPUTES ARISING BETWEEN METROPOLITAN, THE POLICYHOLDER AND THE ADMINISTRATOR

If any dispute or controversy arises among:

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

it will be resolved as follows:

- Representatives of the parties in dispute will, in good faith, attempt to resolve the dispute or controversy within thirty (30) days of the written request of any aggrieved party.
- If the dispute or controversy is not settled within the thirty (30)-day period, the parties to the dispute or controversy may mutually agree upon a process to resolve it.
- This Section is not intended to limit the legal options of a party to a dispute or controversy if the dispute or controversy cannot be resolved, or a process to resolve it cannot be agreed upon, within the thirty (30)-day period.

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

ENROLLMENT MATERIALS

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

OTHER IMPORTANT INFORMATION

Plan Attorneys may not request or accept additional compensation from You for providing Covered Legal Services, except for payments required to be made to third parties. You have the right to complain to the state bar association about the conduct of an attorney who provides Covered Legal Services under the Plan. If, at any time, You have a question or concern about the service You have received, please call the Client Service Center. Hyatt and Metropolitan will work hard to fix the problem to Your satisfaction.

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

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

Nothing in this certificate shall be construed to prevent You from making a complaint to the appropriate Appellate Division or other body designated by the Appellate Division to investigate complaints in accordance with Judiciary Law Section 90, or to the appropriate disciplinary body in the state where the legal service is being provided.

FEE REIMBURSEMENT SCHEDULE

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

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

CASETYPE

ADVICE AND CONSULTATION

Office Consultation and Telephone Advice \$50
(If no further covered services are provided)

CONSUMER PROTECTION

Consumer Protection Matters

(Excludes disputes over real estate, construction or insurance. Disputed amount exceeds small claims limit and is evidenced by writing.)

Correspondence and Negotiation \$500
Filing of Suit, Ending in Settlement or Judgment \$2,000
Plus Trial Supplement *

Personal Property Protection

Counseling, Document Review and Assistance \$125

Small Claims Assistance

Counseling on Preparing Small Claims Complaint and Trial Preparation . . . \$200

DEBT MATTERS

Debt Collection Defense

(Excludes defense of matters arising from divorce or post-decree actions. Includes repossession and garnishment.)

Negotiation and Settlement \$300
Negotiation and Settlement after Complaint and Answer Filed \$600
Trial \$1,000
Plus Trial Supplement *

Identity Theft (Correspondence/Notice to Creditors) \$250

Personal Bankruptcy or Wage Earner Plan

Chapter 7 Individual or Member/Spouse \$850
Chapter 13 Individual or Member/Spouse \$1,400

Tax Audits

Negotiation and Settlement \$450
Audit Hearing (Including Negotiation & Settlement) \$1,000

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

CASETYPE

DEFENSE OF CIVIL LAWSUITS

Administrative Hearing Representation and Incompetency Defense

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

Negotiation and Settlement	\$500
Trial	\$1,800
Plus Trial Supplement *	

Civil Litigation Defense

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

Negotiation and Settlement	\$650
Trial	\$2,000
Plus Trial Supplement *	

DOCUMENT PREPARATION

Affidavits	\$75
Deeds	\$100
Demand Letters	\$75
Document Review	\$100
Mortgages	\$70
Notes	\$70

Elder Law Matters

Counseling and Document Review	\$100
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(Only documents relating to the participant's parents as affecting the participant)

FAMILY LAW

Adoption and Legitimization

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

Guardianship or Conservatorship

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

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

CASETYPE

Name Change	\$400
Prenuptial Agreement (Available to Eligible Plan Member only)	\$500
Protection from Domestic Violence (Available to Eligible Plan Member only)	
Preparation of Paperwork and Attendance at Hearing	\$425

IMMIGRATION

Immigration Assistance

Counseling on Preparing Forms and Hearing Preparation	\$500
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JUVENILE MATTERS

Negotiation and Settlement.....	\$500
Trial.....	\$1,200
Plus Trial Supplement *	

REAL ESTATE MATTERS

Boundary or Title Disputes (Primary Residence)

Negotiation and Settlement	\$350
Trial	\$1,000
Plus Trial Supplement *	

Eviction and Tenant Problems (Primary Residence - Tenant only)

Correspondence and Negotiations	\$280
Eviction Trial Defense	\$840
Plus Trial Supplement	
*	

Home Equity Loans (Primary Residence) \$250

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

Home Equity Loans (Second or Vacation Home) \$250

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

Property Tax Assessments (Primary Residence)

Negotiation and Settlement	\$270
File Request for Hearing with Attendance at Hearing	\$620
Plus Trial Supplement *	

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

CASETYPE

Refinancing of Home (Primary Residence)	\$350
(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)	
Refinancing of Home (Second or Vacation Home)	\$350
(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)	
Sale or Purchase of Home (Primary Residence)	\$500
(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)	
Sale or Purchase of Home (Second or Vacation Home)	\$500
(Applies only to attorney who represents the plan member, not the attorney representing the lending institution.)	
Security Deposit Assistance (Primary Residence-Tenant only)	
Demand Letter/Negotiations.	\$250
Counseling on Preparing Small Claims Complaint and Trial Preparation. ...	\$150
Zoning Applications	
Preparation of Documentation	\$250
Documentation/Attending Hearing	\$500

TRAFFIC AND CRIMINAL MATTERS

Driving Privileges/Restoration of Suspended License	\$385
Traffic Infractions (No Defense of Driving Under the Influence)	
Plea or Trial at Court for Traffic Infractions.	\$250
Plea or Trial at Court Resulting in Jail Time or License Suspension	\$500
Plus Trial Supplement *	

CASETYPE

THE PLAN WILL PAY UP
TO A MAXIMUM OF:

WILL AND ESTATE MATTERS

Trusts (Revocable and Irrevocable Living Trusts)

Individual	\$325
Member and Spouse	\$450

Living Wills

Individual	\$60
Member and Spouse	\$70

Powers of Attorney

Individual	\$65
Member and Spouse	\$75

Wills and Codicils

Individual	\$150
Member and Spouse	\$175

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