



**Dear Member:**

In consideration of your payment of the membership fee and your abiding by the terms and conditions of this Contract and any attached endorsements, you will receive the herein contained Benefits. Such Benefits will be provided by attorneys designated by the Company, who are duly licensed, practicing attorneys (referred to as the Provider Attorney).

For consultation and advice, the Covered Person may call the telephone number listed on the membership card during regular office hours, except on holidays.

The Benefits available under this Contract may be used ten (10) days after the Effective Date of this Commercial Driver membership shown above. Any matters occurring prior to the end of the ten (10) day waiting period will be considered "Pre-existing Conditions" under the terms of this Contract. All Benefits herein contained are subject to the exclusions set out in the General Provisions of this Membership Contract.

**Benefit I: Moving and Point Violations**

If the Named Member or the Named Member's spouse, while driving any Licensed Motor Vehicle with the express consent and permission of the owner of said vehicle, is charged with a moving violation and a citation is issued, the Named Member or the Named Member's spouse will be entitled to the services herein provided by the Provider Attorney. To receive legal services under this Benefit, the Named Member or the Named Member's spouse must be properly licensed.

- o Representation in the court of original jurisdiction of all moving violations for which citations are issued.

Any other Covered Person may also receive representation in the court of original jurisdiction of all moving violations for which a citation is issued. To receive legal services under this Contract the Covered Person must be driving a Licensed Motor Vehicle with no more than two axles with the express consent and permission of the owner of said vehicle, and must be properly licensed.

In order to receive legal services under this Benefit, you must advise the Provider Attorney by telephone regarding receipt of the citation within three (3) business days after receipt of same. The Provider Attorney's office must have at least five (5) days before your court date to help you with the Benefits under this Contract.

**Benefit II: Department of Transportation and Non-Moving Violations**

The Named Member or the Named Member's spouse is entitled to representation by the Provider Attorney for alleged violations on charges related to:

- |                            |                            |                 |
|----------------------------|----------------------------|-----------------|
| logbook                    | overlength                 | overweight      |
| overheight                 | overwidth                  | no medical card |
| no motor carrier authority | load spillage              | radar detector  |
| hazardous material         | expired inspection sticker | no insurance    |
| equipment violations       | no placard                 | parking         |
| permit violations          |                            |                 |

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

### **Benefit III: Tragic Accident**

The Named Member or the Named Member's spouse is entitled to representation in the court of original jurisdiction of any criminal charge of manslaughter, involuntary manslaughter, negligent homicide, or vehicular homicide arising from the permitted use of a Licensed Motor Vehicle. To receive legal services under this Benefit, the Named Member or the Named Member's spouse must be properly licensed.

### **Benefit IV: Loss of Driving Privileges**

The Named Member or the Named Member's spouse is entitled to a total of two and one-half (2 1/2) hours of attorney time, at no cost, in each of the following situations:

- o When denied a driver's license, or license is cancelled, suspended or revoked by the Department of Public Safety or the Department of Motor Vehicles in a situation where right to appeal is provided by statute.
- o When legal assistance is needed to reinstate or maintain a driver's license due to job-related matters.
- o When legal assistance is needed to reinstate or maintain a driver's license due to medical reasons.

### **Benefit V: Personal Injury / Property Damage**

If the Named Member or the Named Member's spouse receives personal injuries of \$2,000 or less or sustains property damages of \$2,000 or less as a result of driving, riding in or being struck by any motor vehicle, the Provider Attorney will assist up to, but not including, the filing of a lawsuit to collect those damages. This assistance is limited to two and one-half (2 1/2) hours of attorney time per claim.

### **Benefit VI: Last Will and Testament**

A. The Named Member is entitled to have his/her Last Will and Testament prepared according to his/her testamentary desires and needs, at no additional charge, by the Provider Attorney. The Named Member's spouse shall be entitled to have his/her Last Will and Testament prepared according to his/her testamentary desires and needs, upon the advance payment to the Provider Attorney of Fifty Dollars (\$50). The Named Member or the Named Member's spouse desiring a Last Will and Testament must complete a copy of the Will Questionnaire provided by the Company, and return it by mail to the Provider Attorney. Execution and storage of any Last Will and Testament shall be the sole responsibility of the Named Member or the Named Member's spouse.

B. The Named Member shall be entitled once during each Membership Year, at no additional charge, to have the Provider Attorney review his/her Last Will and Testament to make any changes thereto which are necessary at that time to continue to satisfy the testamentary desires and needs of the Named Member. The Named Member's spouse shall be entitled to an annual review of his/her Last Will and Testament with the Provider Attorney at no additional charge. However, if any changes are required, the Last Will and Testament shall be revised only after the Named Member's spouse has paid the sum of Fifty Dollars (\$50) to the Provider Attorney. The Named Member and the Named Member's spouse have the sole responsibility to initiate the annual review, and such rights do not accrue from year to year.

### **Benefit VII: IRS Audit Legal Service**

A. The Named Member or the Named Member's spouse will receive up to fifty (50) hours of professional services at no additional charge from the Provider Attorney when notified in writing by the Internal Revenue Service (IRS) of an audit of his/her tax return, including Schedule C, or when requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

B. Coverage begins with the return due on April 15th of the year this Contract is effective.

C. Benefits to be provided as follows:

1. Up to one (1) hour of professional services from the Provider Attorney within the first thirty (30) days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Named Member's or the Named Member's spouse's tax return is being audited or when requested in writing to appear at the offices of the IRS concerning his/her tax return.

2. Up to two and one-half (2-1/2) hours beginning on the thirty-first (31st) day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and/or professionals, and settlement conferences subsequent thereto, but prior to a lawsuit.

3. Up to the balance of forty-six and one-half (46-1/2) hours in professional time or services for actual trial appearance when the IRS sues the Named Member or the Named Member's spouse or, after paying the disputed tax, the Named Member or the Named Member's spouse sues the IRS.

**D. Exclusions:**

1. Garnishment, attachment, or any other post judgment relief action.
2. Class actions or interventions or amicus curiae filings.
3. Charges of tax fraud or income tax evasion.
4. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Named Member or the Named Member's spouse's tax returns.
5. Pre-existing Condition(s) which is any event, investigation or notice from the IRS that the Named Member or the Named Member's spouse knew of or had been notified of prior to the Effective Date of this Contract.
6. Services rendered by an enrolled agent.
7. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

**Benefit VIII: Uncontested Divorce**

To receive legal services under this Benefit of the Contract, the Membership must have been in force continually for one (1) year immediately preceding the Named Member's request to the Provider Attorney for an uncontested divorce.

The Named Member is entitled to representation by the Provider Attorney for an uncontested divorce. Uncontested divorce is defined as a divorce where neither the Named Member or the Named Member's spouse is represented by separate counsel and all issues are agreed upon by the parties, in writing, without the negotiation by the Provider Attorney, net material assets of the marriage are under \$100,000 and no division of retirement benefits is applicable. If the court with jurisdiction over the divorce action changes any term of an agreed upon decree, the divorce shall be considered Contested unless both parties to the divorce agree to accept the court's order.

Preparation and filing of documents affecting the property ownership or encumbrances on property are not included. These services are provided at the twenty-five percent (25%) discount rate. If, in the Provider Attorney's Professional Judgment, it is determined that an uncontested divorce becomes contested, subsequent benefits will then be available at the twenty-five percent (25%) discount rate. All court costs and fees are the sole responsibility of the Named Member and/or the Named Member's spouse.

**Benefit IX: All Other Legal Work**

The Named Member or the Named Member's spouse will receive all other legal work not specifically covered in this Contract at a twenty-five percent (25%) discount from the Provider Attorney's standard rate. A Fifty Dollar (\$50) handling fee is required for each separate legal matter and a retainer fee may be required by the Provider Attorney for services to be rendered subject to this discount. All determinations of anticipated costs to be incurred shall be made at the sole discretion of the Provider Attorney. All costs incurred shall be borne by the Named Member or the Named Member's spouse.

This legal service expense benefit does not cover any legal matters related to business or the ownership, management or association with a business, partnership or corporation.

## GENERAL PROVISIONS

**All Benefits are a part of and subject to all General Provisions of this Contract.**

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

B. **Covered Person Shall Include:**

1. The Named Member.
2. The Named Member's spouse.
3. Any unmarried dependent children of the Named Member or the Named Member's spouse under 21 years of age who are permanent residents of the Named Member's household. The term unmarried for the purpose of this Contract is defined as persons who have never been married.
4. Any child under 18 years of age for whom the Named Member or the Named Member's spouse is the legal guardian.
5. Any unmarried dependent children of the Named Member or the Named Member's spouse under 23 years of age who are full-time students.
6. Any dependent child, regardless of age, who is incapable of sustaining employment by reason of mental or physical disability and is chiefly dependent upon the Named Member or the Named Member's spouse for support.
7. The term dependent for the purpose of this Contract is defined as the natural or adopted child of the Named Member or the Named Member's spouse unless otherwise specified in this Contract.

C. **Exclusions:**

1. Pre-existing Conditions under the terms of this Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's enrollment. Pre-existing Conditions are also defined as those acts which give rise to the issuance of a citation for a moving violation and which are alleged to have occurred prior to ten (10) days following the Effective Date of the Contract, even though the citation might not be issued until after ten (10) days following the Effective Date of the Contract.
2. The rights and privileges provided under any benefit of this Contract other than Benefit IX: All Other Legal Work, shall not apply to those otherwise covered by this Contract if:
  - a. They are charged as a result of the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.
  - b. The Covered Person is charged with Hit and Run, leaving the scene of an accident, or similar charges, or driving without a valid driver's license.
  - c. The Provider Attorney determines any matter is raised an inordinate or unreasonable number of times without substantial change of circumstances.
  - d. Any claims, defense, or legal position, in the opinion of the Provider Attorney, will not prevail in court.
3. Any appeal of any decision and judgment of the court of original jurisdiction is excluded from coverage.
4. Fines, court costs, filing fees, ad litem fees, penalties, expert witness fees, bonds, bail bonds and any out-of-pocket expenses are the Covered Person's responsibility.
5. Any violation issued at a stop which is excluded will also exclude any violations otherwise covered. For example: you are stopped for speeding and also charged with an alcohol related charge. Because these charges are excluded, your speeding ticket would not be covered.

6. All acts or omissions otherwise giving rise to coverage if such acts or omissions were performed in the commission of any crime under any municipal ordinance or state or federal statute, except as otherwise specifically provided for and covered under this Contract. This Exclusion does not apply to legal services provided under Benefit IX: All Other Legal Work, of this Contract.

7. Any person or entity who initiates or participates in a lawsuit against Pre-Paid Legal Services, Inc. or any of its affiliates, or is named as a defendant or respondent in a lawsuit initiated by Pre-Paid Legal Services, Inc., or any of its affiliates, shall be specifically excluded from receiving any of the services under any Benefit of this Contract, during the pendency of such lawsuit or until its resolution.

8. Any action, proceeding or dispute between the Covered Person and the Provider Attorney.

9. Any criminal or civil charge against the Covered Person which arises as a result of the ownership, management or association with a business, partnership or corporation.

**D. Licensed Motor Vehicle:** Any properly licensed and insured motor vehicle.

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

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

**G. Provider Attorney:** The Provider Attorney is defined as the participating law firm(s) designated by the Company to provide the benefits described in this Contract.

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

**I. Effective Date:** The Effective Date is the date on the membership application or date the application is submitted to the Company via the Internet. The benefits available under this Contract may be used ten (10) days after the Effective Date.

**J. Eligibility Period:** The Eligibility Period begins on the Effective Date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Named Member cancel the Contract, either in writing or by non-payment of membership fees, the Eligibility Period shall terminate on the date the membership is no longer paid current to the Company.

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

**L. The Company:** Any reference to the "Company" in this Contract refers to Pre-Paid Legal Services, Inc., dba LegalShield.

**M. Attorney-Client Contract:** All legal services not specifically provided under any Benefit herein shall be subject to the terms of an Attorney-Client Contract to be executed by the Covered Person prior to the time services are rendered, which contract shall require payment of anticipated costs and payment of a retainer to the Provider Attorney to cover reasonably anticipated legal services not covered by this Contract. All determinations of retainers and anticipated costs to be incurred shall be made in the sole discretion of the Provider Attorney, and eligibility for receipt of benefits hereunder is contingent upon payment of same prior to commencement of legal representation by the Provider Attorney.

**N. Provider Attorney's Professional Judgment:** It is within the sole discretion of the Provider Attorney to determine whether claims or defenses pertaining to any matter under any Benefit of this Contract present a frivolous or otherwise unmeritorious claim or defense including decisions to take any contingency case or to appeal any judgment or decision. The Provider Attorney reserves the right to make independent professional judgments regarding presentation of same. The Company will in no way influence or attempt to affect the rendering of professional services of the Provider Attorney, that prerogative being reserved by the Provider Attorney.

**O. Conflict of Interest:** In the event the Provider Attorney has a conflict of interest or is otherwise unable to perform the legal services under this Contract, the Company shall secure alternate representation for the covered legal service. If the Covered Person declines to engage the representation secured by the Company, the Covered Person may engage an attorney at his/her own expense.

**P. Cancellation of Contract:** The Company may cancel this Contract for fraud, non-payment of membership fees, or if the Provider Attorney determines, in its professional and independent judgment,

that the Named Member is unable, unwilling or incapable of accepting or understanding legal advice and services. The Company shall notify the Named Member in writing of any such cancellation. All benefits will automatically terminate at the end of the Eligibility Period. In the event of cancellation for misrepresentation or fraud, the Company shall notify the Named Member of its intention to cancel the Contract forty-five (45) days prior to the cancellation date. If the Contract is cancelled for non-payment of membership fees, the Company shall notify the Named Member ten (10) days prior to the cancellation date. The Named Member may cancel the Contract at any time by giving written notice to the Company. Upon written request, the Named Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the Named Member. In the event of cancellation by the Company only those events reported in writing to the Provider Attorney during the Eligibility Period are covered.

**Q. Settlement of Disputes:** All disputes or claims relating to the Company, this Contract, any Company products or services or any claims or causes of action between you and the Company, and any of the Company's officers, directors, employees or affiliates, whether in tort or contract, shall be settled totally and finally by arbitration according to the Commercial Arbitration Rules of the American Arbitration Association, including the optional rules for emergency measures of protection. If you file a claim or counterclaim against the Company or any of its officers, directors, employees or affiliates in any such arbitration, you may do so only on an individual basis and not with any other member or as part of a class action. In the event that a provision of this Contract is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable, and the balance of the Contract will remain in full force and effect.

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

**S. Duplication of Coverage:** A Covered Person may not secure services from the Provider Attorney for the same matter under more than one (1) Company Contract, no matter how many such contracts the Covered Person owns.

**T. Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and unless such change is endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A forty-five (45) day notice will be given should there be any change in this Contract.

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

**V. Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Named Member will be given a forty-five (45) day written notice at the Named Member's address according to the records of the Company.

**W. Subrogation:** If the Company or Provider Attorney makes a payment under this Contract and the person to or for whom payment was made has a right to recover damages from another, the Company shall be subrogated to that right.



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