
The NuLawyerSM Advantage
Underwritten by: The Legal Maintenance Organization of America, Inc.
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PART I ~ INTRODUCTION

The Plan is underwritten by The Legal Maintenance Organization of America, Inc., a Florida Corporation, which shall be referred to as NuLawyer ("NuLawyer"). This NuLawyer Plan has been established to make available specific Family Law legal services at a reasonable cost to all persons. The legal expense coverage afforded in this Plan shall be made available exclusively to the named MEMBER below, or may additionally include Dependant(s) through the selection of Individual Coverage with Dependant(s).

PART II ~ DEFINITIONS

- 1) Plan - the NuLawyer "NUAD-FL-0806" Plan.
- 2) Member - the natural person named below executing this Plan.
- 3) Effective Date - the day coverage begins.
- 4) Cancellation Date - the day at the end of the term covered by the most recent payment received by NuLawyer.
- 5) Premium - the monthly amount paid for coverage.
- 6) Provider Agreement - the contractual arrangement attorney(s) sign to become Designated Attorney(s) with NuLawyer.
- 7) Designated Attorney(s) - the NuLawyer attorney(s) selected to provide legal services to the MEMBER.
- 8) Petitioner - the party responsible for the initiation of the Dissolution of Marriage action.
- 9) Respondent - the party required to answer the Petition for Dissolution of Marriage.
- 10) Dependant - unmarried children under 18 years of age, living permanently in MEMBER's primary residence; unmarried children under 18 years of age for whom the MEMBER is the legal guardian; or unmarried children regardless of age, who are incapable of sustaining employment by reason of mental or physical disability and must rely solely upon MEMBER for support.
- 11) Pre-existing Conditions - shall be defined as any acts, occurrences or conditions that existed prior to the MEMBER's enrollment.
- 12) Membership Year - shall be defined as the period of time beginning on the Effective Date of the Plan, extending for a period of one year thereafter.

PART III ~ OPERATION AND ADMINISTRATION OF PLAN

The Plan is sponsored and administered by NuLawyer, who shall provide legal services for MEMBER through attorney(s) under contract with NuLawyer. Under the Plan, NuLawyer enters into contractual agreements with attorney(s) entitled Provider Agreements affording legal services to MEMBER. Those attorney(s) who have entered into Provider Agreements with NuLawyer are known as Designated Attorney(s). **MEMBER is eligible to receive Plan coverage without the payment of any attorney(s) fees up to Plan limits only if the monthly premium payments are current.** The Effective Date for MEMBER Petitioner(s) in this Plan is thirty (30) days after the receipt by NuLawyer of the first Premium payment. The Effective Date for MEMBER Respondent(s) in this Plan, as well as all coverage relating to post divorce enforcement actions, is the day the first Premium payment is received by NuLawyer. In any Dissolution of Marriage action, MEMBER Respondent(s) must deliver to Designated Attorney(s) the Summons and Petition for Dissolution of Marriage within ten (10) days from receipt thereof to receive the coverage afforded in this Plan.

No MEMBER is required or obligated to consult or be represented by Designated Attorney(s). Each MEMBER may consult or be represented by other attorney(s) concerning any matter at the MEMBER's own expense. The Plan will not pay attorney fees to any other attorney(s) other than the Designated Attorney(s). The MEMBER shall communicate directly with Designated Attorney(s) in arranging for legal services. Should a MEMBER have a problem, complaint or grievance concerning the legal services provided by NuLawyer, the MEMBER may request a conference with the Designated Attorney(s) and a third party chosen by mutual agreement between the MEMBER and NuLawyer. A conference shall then be held with these three parties present in an effort to resolve the said problem, complaint or grievance, or make the determination that Designated Attorney(s) was unwilling, unable, or demonstrated the inability to render the legal services described herein. If such a determination is made, then arrangements will be made for the transfer of the MEMBER to another Designated Attorney(s), or if no Designated Attorney(s) is available, then MEMBER shall be allowed with prior written approval from NuLawyer, the alternative benefit of selecting their own attorney, with the legal fees paid for by NuLawyer. The grievance resolution machinery addresses itself only to disputes between NuLawyer and MEMBER or Designated Attorney(s), and not to issues involving legal ethics.

MEMBER understands and acknowledges that NuLawyer may require limited information from Designated Attorney(s) files, such as MEMBER name, address, area of law Plan coverage was utilized, or other information necessary to process certain corporate functions including, but not limited to, determination of Designated Attorney(s) utilization, Designated Attorney(s) payments, bookkeeping, data processing, banking, printing or quality control surveys and MEMBER agrees to and authorizes such release of information. MEMBER may in their sole discretion, instruct Designated Attorney(s) in writing, to withhold all of the above referenced information, and in such instance, no information pertaining to MEMBER shall be divulged.

PART IV ~ GENERAL PROVISIONS & CANCELLATION

NuLawyer, in the implementation of this Plan, enters into agreements with numerous attorney(s), who agree to provide stipulated services under the conditions of the Provider Agreement. The attorney-client relationship comes into being at such time as the MEMBER chooses to employ the services of a Designated Attorney(s) in the law firm to which the MEMBER is assigned. NuLawyer will in no way become involved or interfere with Designated Attorney(s) handling of any case(s) by reason of the attorney-client relationship entered into when a MEMBER engages Designated Attorney(s). In none of these instances does NuLawyer stand in the position of guarantor as to the honesty, proficiency, accuracy, or resourcefulness of the Designated Attorney(s). **Accordingly, if any Designated Attorney(s) to whom MEMBER takes a legal matter performs or omits an act which may give rise to a claim for malpractice, the MEMBER's sole resource will be against the individual Designated Attorney(s) or the law firm of Designated Attorney(s) who handled that MEMBER's legal matter.**

All benefits provided under this Plan shall be subject to the terms of the attorney-client relationship. At the sole discretion of the Designated Attorney(s), MEMBER prior to the time services are rendered, may be required to pay to Designated Attorney(s) any costs to cover reasonably anticipated expenses to be incurred. **It is expressly understood that all costs associated with any legal representation performed by Designated Attorney(s) including, but not limited to, representation at any Status or Case Management Conferences, representation in Temporary Needs Hearings beyond the coverage stated herein, preparation of any Qualified Domestic Relations Order (QDRO) or other retirement benefits court order, court filing fees, sheriff fees for service of summons or other process, depositions and discovery costs, mediation fees, fines, penalties, damages assessed, facsimile or long distance charges, expert witness fees, bonds, bail bonds, and so forth are solely the responsibility**

PART IV ~ GENERAL PROVISIONS & CANCELLATION

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of MEMBER, and will be borne and paid directly by MEMBER to Designated Attorney(s). Eligibility for receipt of all coverage contained in this Plan is contingent upon payment of said costs by MEMBER to Designated Attorney(s). Additionally, in the sole opinion of Designated Attorney(s), any matter that is raised an inordinate or unreasonable number of times without substantial change of circumstance will not be covered.

MEMBER has the right to file a complaint with the Florida Bar Association concerning Designated Attorney(s) conduct pursuant to this Plan. Nothing in any of the Plan language shall be deemed to interfere with the Bar Association's right to discipline Designated Attorney(s) for violation of any Bar Association Canon addressed to honesty, integrity, or fair dealing. The obligation of Designated Attorney(s) providing services under this Plan shall be solely to their MEMBER.

The Designated Attorney(s) shall maintain the confidentiality of the attorney-client relationship in accordance with the Code of Professional Responsibility at all times while representing MEMBER. **However, Designated Attorney(s) shall refuse to provide representation and services, and no coverage will be afforded in any matter they believe is frivolous, without merit, violates the Code of Professional Responsibility, or in the sole opinion of the Designated Attorney(s), there is no meritorious claim or defense which will prevail in court. Any such matter so defined will not be covered.**

MEMBER may cancel this NuLawyer Plan at any time for any reason by providing NuLawyer with a written notice of cancellation. MEMBER understands that the actual Cancellation Date of the Plan may fall after the date on the notice of cancellation. Additionally, MEMBER agrees that Plan coverage will continue in full force after notice of cancellation has been received by NuLawyer, up to the end of the term covered by the most recent payment received by NuLawyer, causing said payment to be fully earned and non-refundable. NuLawyer may cancel this Plan for non-payment of premium with ten (10) days written notice of cancellation, or with thirty (30) days written notice of cancellation with the reason(s) therein. Any unearned premium will be returned within ten (10) days of the cancellation date. All enrollment fees paid to NuLawyer are fully earned and non-refundable.

In the event that a MEMBER terminates coverage, or has Plan coverage canceled, all active matters shall be completed by the Designated Attorney(s) on a fee for service basis unless the MEMBER does not desire to be further represented by the Designated Attorney(s) involved or by any other Designated Attorney(s). In the event that a MEMBER terminates coverage or it is canceled with no active matter pending, or MEMBER has never used any services of the Plan, such MEMBER shall not be entitled to a refund of previously paid monthly premium. Additionally, should a MEMBER discharge a Designated Attorney(s) regarding any active matter without canceling the Plan, no refund shall be issued.

NuLawyer reserves the right to change the monthly premium amount of this Plan. Changes in the monthly premium will only occur after the first Membership Year, and MEMBER will be given forty-five (45) days written notice of such change at the MEMBER's last known address according to company records.

PART V ~ OUTLINE OF LEGAL COVERAGE

CONSULTATION AND REPRESENTATION INCLUDING CONTESTED AND NON-CONTESTED DISSOLUTION OF MARRIAGE ACTIONS

CONSULTATION AND WRITTEN CORRESPONDENCE:

- 1) An initial one (1) hour office consultation will be scheduled with the Designated Attorney(s) to: (a). address the procedure(s) involved in a Dissolution of Marriage action, (b). gather all pertinent and required personal information, (c). collect any monies for costs associated with the Dissolution of Marriage action, including but not limited to, the preparation of any Qualified Domestic Relations Order (QDRO) or other retirement benefits court order, court filing fees, sheriff fees for service of summons or other process, depositions and discovery costs, fines, penalties, damages assessed, facsimile, expert witness fees, bonds, bail bonds, and long distance charges.
- 2) The MEMBER will receive telephone consultation(s) concerning the Dissolution of Marriage action, to the extent that the Designated Attorney(s) deems it necessary to adequately advise the MEMBER on the legal matter. Additionally, if in the Designated Attorney(s)'s judgment, the legal matter cannot be adequately addressed during the telephone consultation, the Designated Attorney(s) will arrange an office consultation appointment up to one (1) hour to further discuss the legal matter.
- 3) If the Designated Attorney(s), in his/her sole discretion, determines from the consultation(s) with the MEMBER that written correspondence would be of further assistance to the MEMBER, then in that event, a letter(s) will be sent on behalf of the MEMBER.

ADDITIONAL DISSOLUTION OF MARRIAGE LEGAL SERVICES PROVIDED:

- 1) Filing of the Petition for Dissolution of Marriage.
- 2) Answer and/or Counter-Petition if the MEMBER is the Respondent.
- 3) Service of Process.
- 4) Representation for one (1) Temporary Needs Hearing (if applicable).
- 5) Preparation of all discovery documents, including:
 - a. Standard Interrogatories,
 - b. Financial Affidavit,
 - c. Subpoena(s) for pay records.
- 6) Motion to Set for Trial.
- 7) Attending necessary Mediations and Depositions.
- 8) Representation in Trial if no settlement, or only a partial settlement, is reached by the parties.
- 9) Attending Final Hearing of Petitioner.

POST DIVORCE ENFORCEMENT ACTIONS:

- 1) Execution of any quitclaim deeds.
- 2) Child support enforcement matters.
- 3) Motion for Contempt filings.
- 4) Transfer of titles including, but not limited to, automobile(s) and/or boat(s).

PART VI ~ CONDITIONS & EXCLUSIONS

- 1) In all Dissolution of Marriage actions, MEMBER Respondent(s) are required in order to receive the coverage afforded in this Plan, and not have said coverage excluded, must deliver to Designated Attorney(s) the Summons and Petition for Dissolution of Marriage within ten (10) days from receipt thereof.
- 2) Any MEMBER who initiates or participates in a lawsuit against NuLawyer or any of its affiliates, or is named as a defendant or respondent in a lawsuit initiated by NuLawyer or any of its affiliates, shall be specifically excluded from receiving coverage under any benefit of this Plan related to such lawsuit.
- 3) Any acts, occurrences or conditions that existed prior to the MEMBER enrollment, shall be considered Pre-existing Conditions, and are specifically excluded.
- 4) Any legal matter not described in Part V ~ OUTLINE OF LEGAL COVERAGE of the Plan is specifically excluded.