

Hyatt Legal Plans

# **Member Benefits Booklet**

Department of Administrative Services  
Flexible Benefits Program  
Contract No. 760/761

This document is intended to provide a description of how to receive services from Hyatt Legal Plans. Please remember that only the written contract can give actual terms, coverage amounts, conditions and exclusions.

Metropolitan Property and Casualty Insurance Company  
700 Quaker Lane, Warwick, RI 02887

Administered by Hyatt Legal Plans, Inc.

# Member Benefits Booklet

Department of Administrative Services - Contract No. 760/761

January 1, 2013 through December 31, 2013

## **The Employee Benefit Plan Council Department of Administrative Services**

This booklet is furnished in accordance with and subject to the provisions of the Hyatt Legal Plans' Group Insurance Contract referenced above. This booklet is issued to the Employee Benefit Plan Council on behalf of the Department of Administrative Services for delivery to Employees who select Hyatt Legal Plans group legal insurance under the Flexible Benefits Program. The contract rights of an Employee insured under the Contract will be governed solely by the insurance policy and service agreement issued to the Employee Benefit Plan Council.

This booklet describes the benefits of the Hyatt Legal Plans group legal insurance contract, including the available coverage and the amounts of legal insurance. Final interpretation of any described benefit is governed by the insurance policy and the service agreement.

The detailed information included in this booklet is available when you are entitled to the insurance and services provided by the insurance policy and service agreement when you are an Eligible Employee, you elect to participate and you retain your participation in accordance with the terms and conditions of the insurance policy and service agreement.

If you become insured, this booklet replaces any older booklets and certificates of coverage issued to you.

Except when otherwise indicated by the context of this booklet, any masculine terminology herein will also include the feminine and the definitions of any terms in the singular also include the plural.

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# Section I: General Provisions

## A. Glossary of Terms

1. **Actively at Work** means that you must:
  - a. be able to do the normal tasks of your job on a full-time basis for a full workday on the day your insurance is to begin; and
  - b. be able to do such tasks at one of your employer's normal places of business or at a location to which you must travel to do your job; and
  - c. not be absent from work because of sickness, disability, or temporary layoff.
  
2. **Attorney** is a person who is both:
  - a. practicing within the scope of the legal profession; and
  - b. legally permitted to practice law in the jurisdiction of the United States where the Legal Services are rendered.
  
3. **Contested** means actions wherein (1) one or more disputes must be resolved through court intervention, mediation or arbitration; or (2) negotiation concerning one or more material issues is necessary.
  
4. **Coverage** see Legal Services Expense Coverage.
  
5. **Covered Person** is an Employee who is insured for Legal Services Expense Coverage or an Eligible Dependent for whom an Employee is insured for legal services expense coverage. An Employee who is a Covered Person may choose:
  - a. Single Coverage, i.e. coverage just for the Employee; or
  - b. Family Coverage, i.e. coverage for the Employee and his or her Eligible Dependents. "Eligible Dependents" is defined below.
  
6. **Effective Date** means the date on which the Employer enrolls the Covered Person and from which the date premium has been paid.
  
7. **Eligible Dependent** means:
  - a. A natural child for which the natural guardian has not relinquished all guardianship rights through a judicial decree. Eligibility begins at birth and ends at the end of the month in which the child reaches age twenty-six (26).
  - b. An adopted child. Eligibility begins on the date of legal placement for adoption and ends at the end of the month in which the child reaches age twenty-six (26).
  - c. A stepchild. Eligibility begins on the date of marriage to the natural parent. Eligibility ends at the end of the month in which the child reaches age

- twenty-six (26), or at the end of the month in which the stepchild loses his or her status as stepchild of the enrolled employee, whichever is earlier.
- d. Guardianship. A child for whom the enrolled employee is the legal guardian. Eligibility begins on the date the legal guardianship is established. Eligibility ends at the end of the month in which the child reaches age twenty-six (26), or at the end of the month in which the legal guardianship terminates, whichever is earlier. Certification documentation requirements are at the discretion of the Administrator. However, a judicial decree from a court of competent jurisdiction is required unless the Administrator concludes that documentation is satisfactory to establish legal guardianship.
  - e. Totally Disabled Child. A natural child, legally adopted child or stepchild age twenty-six (26) or older, if the child was physically or mentally disabled before age twenty-six (26), continues to be physically or mentally disabled, lives with the enrolled employee or is institutionalized, and depends primarily on the enrolled employee for support and maintenance.

(The rules for obtaining Dependent insurance are in Section II: When You Become Insured.)

**8. Eligible Employee** means:

- a. A regular full-time Employee of the State of Georgia or of a state agency who works at least 30 hours per week on a continuing basis and whose employment is expected to last at least 9 months;
- b. A public school teacher who is employed in a professionally certificated capacity, works half-time or more and at least seventeen and one-half (17 ") hours per week, and is not considered a "temporary" or "emergency" Employee;
- c. an Employee of a local school system who holds a non-certificated position, is eligible to participate in the Teacher's Retirement System or its local equivalent, and works at least 20 hours per week (or 60% of the time necessary to carry out the duties for the position, if that is more than 20 hours per week);
- d. an Employee, who is eligible to participate in the Public School Employees' Retirement System, as defined by paragraph 20 of Section 47-4-2 of the Official Code of Georgia, Annotated, and who works at least 15 hours per week (or 60% of the time necessary to carry out the duties of the position, if that is more than 15 hours per week);
- e. an Employee of a county or regional library who works at least seventeen and one-half (17 ") hours per week;
- f. an Employee who holds active employment as a member of the General Assembly, a Constitutional Officer or an Employee of an appropriate Judicial Branch;
- g. Others deemed eligible by Federal or State Georgia Law.

**9. Employee** is person employed by the State of Georgia or who otherwise is an Eligible Employee. This term also applies to such a person for any rights that continue to apply after the Coverage ends.

10. **Employer** is the State of Georgia agencies or departments.
11. **Family Unit** means an Employee and his/her Eligible Dependents.
12. **Insured** is an Employee who is insured under the Coverage and his/her Eligible Dependents for whom the Employee has elected coverage.
13. **Legal Services Expense Coverage** (also referred to as **Coverage**) means the coverage under the Group Contract and is made up of three parts.
  - a. Part I provides preventive legal services through a Participating Law Firm (see Section III). There is no charge for these services.
  - b. Part II is online legal services accessible through the Hyatt Legal Plans' website.
  - c. Part III pays benefits for many of the charges incurred for other Legal Services furnished by an attorney. There is a maximum attorney benefit per quarter hour. Not all charges are eligible; some are eligible only to a limited extent. There is also an extension that may apply after a person ceases to be covered.
14. **List of Legal Services** is the list that applies as shown in the Schedule of Benefits. It appears in Section IV of this booklet and is used to determine eligible charges and benefits under Part III of the Legal Services Expense Coverage. It shows legal services and the scheduled maximum benefit for each such legal service.
15. **Non-Participating Attorney** is an attorney who has not contracted with Hyatt Legal Plans to perform Legal Services. The Plan will pay \$17.50 per quarter hour up to the limit in the Schedule of Benefits. The Covered Person is responsible for any amount not paid by the Plan.
16. **Annual Enrollment Period** is the annual period during which Eligible Employees have an opportunity to enroll in or change their group legal insurance coverage.
17. **Participating Attorney** is an attorney who, under a contract with Hyatt Legal Plans, has agreed to perform Legal Services.
18. **Participating Law Firm (PLF)** is an independent law firm that has a written agreement with Hyatt Legal Plans to provide the preventive legal services under this Coverage.
19. **Simple Will** means a will document without trust provisions other than a support trust for dependent children limited to appointing a guardian and placing assets for dependent children until they reach their age of majority.
20. **Uncontested** means an action wherein all matters are settled without court intervention, mediation, arbitration or negotiation of material issues.

## **B. Things That You Should Know**

### **1. Enrollment Options**

An Eligible Employee may choose:

- a. Participation just for the Employee (also called Single Coverage) or
- b. Family participation (also called Family Coverage) for the Employee and his or her Eligible Dependents. Eligible Dependents is defined in the Glossary of Terms.

### **2. Internet Website**

You may visit the Hyatt Legal Plans Internet website to obtain information about the program, claim forms, and Participating Attorney network information. The address is shown below:

[www.legalplans.com](http://www.legalplans.com)

### **3. Premium Payments**

The Hyatt Legal Plans Legal Services Expense Coverage described in this booklet is contributory insurance and services. This means you must pay the entire cost of this Coverage. Coverage is extended on a month-by-month basis. Premiums are paid through payroll deduction one month prior to Coverage.

### **4. Leave Without Pay**

If you are not in pay status, you must pay the monthly premium amount through GaBreeze direct billing. If you fail to pay premiums while you are out of pay status, your Coverage will cease. FMLA and military leave have exceptions. Contact GaBreeze for additional information.

### **5. Legal Services Expense Coverage**

Coverage is available to you if you are an Eligible Employee. Only the Coverage for which you become insured will apply to you, i.e. single coverage or family coverage. The rules for becoming insured are in this booklet under Section II: When You Become Insured.

Coverage is defined in the Glossary of Terms. Section IV, Schedule of Benefits, contains the List of Legal Services that outlines the benefits for which this insurance will pay for legal charges incurred for legal services furnished to you or your Eligible Dependents by an attorney. Be sure to read these pages carefully. They show when benefits are or are not payable under the Hyatt Legal Plans group legal insurance policy. They also outline when your insurance ends and the conditions, limitations and exclusions that apply to the Coverage. The benefits otherwise payable under the group legal insurance policy for a person's legal services expenses may be reduced because of benefits from other sources. See Section VI: Coordination of Benefit Payments (COB).

## **C. Settlement of Disputes**

Hyatt Legal Plans reserves the right to make the final decision regarding the terms, conditions and benefits of the Group Legal Services Expense Coverage Contract.

### **1. Participating Attorney**

If you have a problem with a Participating Attorney in the handling of a legal matter covered under Hyatt Legal Plans and you and the Attorney cannot resolve the matter on your own, a written letter is needed. Please document your issue and mail it to the correspondence address:

Hyatt Legal Plans, Inc.  
Director of Administration  
1111 Superior Avenue  
Cleveland, OH 44114-2507

Upon receipt of your written letter, a Hyatt Legal Plans network administrator will investigate the matter and attempt to contact the Participating Attorney. The Network Administrator will respond to you within 60 calendar days, but may respond prior to this time frame if a determination can be made earlier. Hyatt Legal Plans network administrators will provide you with the determination in writing. You have 60 days from receipt of the written determination to appeal this decision by submitting a request for appeal in writing.

You have the right to file a complaint with the State Bar about your attorney at any time.

### **2. Claims Appeals**

If you wish to appeal a claim that was not fully approved or was denied, please submit a written grievance within sixty (60) calendar days following your receipt of written notice from Hyatt Legal Plans to the following your receipt of written notice from Hyatt Legal Plans to the following Claims address;

Hyatt Legal Plans, Inc.  
Director of Administration  
1111 Superior Avenue  
Cleveland, OH 44114-2507

A Hyatt Legal Plans technical analyst in our Claims department will respond to you in writing within 30 calendar days from the date the appeal was received. If there are extenuating circumstances and a determination cannot be made within the 30 calendar day period, the letter will explain the delay. A letter will then be sent explaining the determination once it is available. (Generally within a reasonable period of time, 30-90 days.) If it is determined that a request will not be honored in full or it will be denied, the technical analyst will document the basis for the decision in writing.

## Section II: When You Become Insured

### A. Effective Date of Coverage

Your Hyatt Legal Plans Coverage will begin on the first day of the month following one full calendar month of employment. If you choose to enroll after you are first eligible, or after previous termination of your Employee legal insurance, you must do so during the Annual Enrollment Period. In this event, your legal insurance will begin on January 1 following the Annual Enrollment Period, provided your premiums are paid and your insurance is not being delayed because you are not Actively At Work.

If you do not meet the Actively At Work requirement on the day your insurance would otherwise begin, the Effective Date of Coverage for you and your Eligible Dependents will be delayed. Under such circumstances, your effective date of Coverage will begin on the first day you meet the Actively At Work requirement and the other requirements for enrollment.

### B. Qualifying Change in Status

If you choose coverage on the date you become eligible for Hyatt Legal Plans group legal insurance and later experience a qualified status change, you may change your coverage without waiting until the next Annual Enrollment Period, provided you provide notice within thirty (30) days after the event. In this case, the dependent's insurance will be effective on the first day of the month following your first contribution to the insurance.

If you choose not to elect coverage when you are first eligible for it, you can elect it again during the next annual Annual Enrollment Period.

## Section III: Legal Expense Insurance Coverage

### A. The Coverage Under This Policy Consists of Three Parts

#### Part I: Preventive Legal Services

A Participating Law Firm (PLF) will furnish Preventive Legal Services to you if you elect single coverage and to you and your Eligible Dependents if you elect family coverage. The person must be a Covered Person when each service is furnished. Preventive Legal Services are those in the list below which involve the Covered Person's legal matters, are not services shown as "Not Covered" in Part III of this Coverage, and do not involve a visit to an attorney. The PLF will not make a charge to you or your Eligible Dependents for a Preventive Legal Service.

- a. Telephone consultations through toll-free telephone calls to the PLF. For non-emergency legal matters, you must call Hyatt Legal Plans between the hours of 8:00 a.m. and 7:00 p.m. (Eastern Time) on a day which is not a

legal holiday, Monday through Friday. For emergency legal matters, you may call Hyatt Legal Plans at any time, day or night, seven days a week.

- b. Telephone calls to third parties on your behalf.
- c. Writing letters to third parties on your behalf.
- d. Simple document review (up to 10 pages).
- e. Self-help counseling.

### **Part II: Online Legal Services**

An online Personal Law Center service is accessible through the Hyatt Legal Plans website. It provides you with unlimited online access to plain-English and easy-to-use legal information, explanations, self-help forms, interactive documents, and tools.

### **Part III: Other Legal Services**

The Group Legal Services Expense Coverage pays benefits for many of the charges incurred for Other Legal Services furnished to you or your Eligible Dependents by an attorney. For a detailed description of the Other Legal Services and what the benefits are, see Section IV: Schedule of Benefits, List of Legal Services.

For the maximum reimbursement amount, see Section IV: Schedule of Benefits, List of Legal Services. Not all charges are eligible and some charges are eligible only to a limited extent.

A Covered Person's protection under this Coverage may be extended for Legal Services completed after the date the person ceases to be a Covered Person under this group legal insurance contract (see Section III: Extension of Coverage.)

## **B. Pre-existing Conditions**

Any legal matter or legal proceeding for which the Covered Person has consulted or retained an attorney prior to becoming covered by this insurance is excluded.

## **C. Freedom of Choice of an Attorney**

A Covered Person may choose any attorney to provide the Other Legal Services under Part III of this Coverage. Except for the provisions of the Coverage and the requirement for a claim form, neither Hyatt Legal Plans nor the Department of Administrative Services will interfere with the Covered Person's attorney. The attorney's obligation will be only with and to the Covered Person.

## **D. Confidentiality**

A Covered Person is assured of full confidentiality with respect to calls and legal problems discussed with the Preventive Hyatt Legal Plans Office and with respect to

claims submitted for Other Legal Services under Section IV: Schedule of Benefits, List of Legal Services.

## **E. Benefits**

The benefit amount payable for legal services furnished you and your Eligible Dependents is the amount of the eligible charges for those legal services, but not more than these limits.

- 1. For Other Legal Services**, see the limit determined from the Schedule of Benefits, List of Legal Services in Section IV. This Schedule of Benefits sets forth the list of legal services that applies to a Covered Person.
- 2. For each quarter hour** or part of such quarter hour of legal services provided by an attorney, see the maximum attorney benefit per quarter hour shown in the Schedule of Benefits.
- 3. Only one benefit is payable** for all legal services arising out of a single cause of action or event resulting in the need for the legal services. Hyatt Legal Plans will decide which benefit is payable. The limitation of this paragraph does not apply to matrimonial matters.

If a court awards attorney's fees in connection with matrimonial matters, any benefit payable under this Coverage for the attorney's legal services will be used toward reimbursing the attorney's total fees for such matters.

## **F. Eligible Charges**

A charge is an eligible charge if all of these conditions are met:

- 1. it is for a legal service** furnished to a Covered person;
- 2. the legal service involves** a Covered Person's legal matters and is contained in the List of Legal Services; and
- 3. the person is a Covered Person** when the service is furnished or, in the case of an estate administration and estate closing, the person who died was a Covered person at the time of death.

## **G. Extension of Coverage**

A Covered Person's protection under this group legal insurance policy may be extended for legal services that are completed after the date the person ceases to be a Covered Person. It will be extended if, on or before the termination of Coverage date, the person had already retained an attorney and the event causing the need for legal services occurred while the person was a Covered Person.

During an extension, this Coverage will apply to charges for legal services as if the person was still a Covered Person. There is one exception: the Coverage will apply only to the extent that other Coverage for legal services is not provided for the person through the Employer.

For continuation of Coverage in other situations, see Section V: Coverage Termination.

## Section IV: Schedule of Benefits

(NOTE: You must have elected Family Coverage in order for a spouse and Eligible Dependents to use the List of Legal Services.)

### **A. List of Legal Services**

The Legal Services available to a Covered Person are identified on the List of Legal Services below. It includes only the services in the List below. If the laws of the jurisdiction where the service is furnished uses legal terms that differ from those in the list below, Hyatt Legal Plans will determine the equivalent service in the list.

A Legal Service may be furnished for more than one Covered Person in a Family Unit with respect to the same event or cause of action resulting in the need for Legal Services. In that case, only one Legal Service will be considered to have been furnished.

(NOTE: The limits in this list show the maximum charges eligible. A Participating Attorney will charge no more than the limit shown for a covered legal service. If a Non-Participating Attorney is used, the amounts payable under the Coverage may be up to these limits.)

## **ADVICE AND CONSULTATION**

### **Office Consultation and Telephone Advice**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the Plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

## **DOCUMENT PREPARATION**

### **Deeds**

This service covers the preparation of any deed for which the Participant is either the grantor or grantee.

### **Document Review**

This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

### **Elder Law Matters**

This service covers counseling the Participant over the phone or in the office on any personal issues relating to the Participant's parents as they affect the Participant. The service includes reviewing documents of the parents to advise the Participant on the effect on the Participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing homes agreements, powers of attorney, living wills and wills. The service also includes preparing deeds for the parents when the Participant is either the grantor or grantee; and preparing promissory notes for the parents when the Participant is the payor or payee.

### **Mortgages**

This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

### **Notes**

This service covers the preparation of any promissory note for which the Participant is the payor or payee.

## **PERSONAL INJURY**

### **Personal Injury (25% Network Maximum)**

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

## **REAL ESTATE MATTERS**

### **Home Equity Loans (Primary Residence)**

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

### **Home Equity Loans (Second or Vacation Home)**

This service covers the review or preparation of a home equity loan on the Participant's second or vacation home.

### **Refinancing of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's primary residence. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

### **Refinancing of Home (Second or Vacation Home)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's second home or vacation home. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

### **Sale or Purchase of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's

primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

### **Sale or Purchase of Home (Second or Vacation Home)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new second home or vacation home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's second home, vacation home or of a vacant property to be used for building a second home or vacation home. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home or vacation home held for rental purpose, business, investment or income or leases with an option to buy.

## **TRAFFIC AND CRIMINAL MATTERS**

### **Traffic Ticket Defense (No DUI)**

This service covers representation of the Participant in defense of any traffic ticket including traffic misdemeanor offenses, except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

## **WILL AND ESTATE MATTERS**

### **Living Wills**

This service covers the preparation of a living will for the Participant.

### **Powers of Attorney**

This service covers the preparation of any power of attorney when the Participant is granting the power.

### **Wills and Codicils**

This service covers the preparation of a simple or complex will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.

### **25% REDUCED FEE BENEFIT**

The Participant is entitled to a 25% DISCOUNT on all services and fees beyond the consultation or the stated maximum fees.

## **B. 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 have any questions regarding coverage or exclusions, please visit our web site at [www.legalplans.com](http://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)

**DOCUMENT PREPARATION**

Document Review ..... \$100  
Mortgages ..... \$70  
Notes ..... \$70  
Elder Law Matters (Counseling and document review of only documents  
pertaining to the participant's parents as affecting the participant)  
..... \$100  
Deeds ..... \$100

**REAL ESTATE MATTERS**

Home Equity Loan (Primary Residence)..... \$250  
(Applies only to attorney who represents the plan member,  
not the attorney representing the lending institution.)

Home Equity Loan (Second or Vacation Home)..... \$250  
(Applies only to attorney who represents the plan member,  
not the attorney representing the lending institution.)

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.)

**TRAFFIC AND CRIMINAL MATTERS**

**Traffic Defense (No DUI)**

Plea or Trial at Court for Minor Moving Violations ..... \$250  
Plea or Trial at Court for Serious Moving Violations  
Resulting in Jail Time or License Suspension ..... \$500  
Plus Trial Supplement \*

**WILL AND ESTATE MATTERS**

**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, we will pay one half of the attorney's hourly rate for representation in trial beyond the second day of trial for a maximum of \$800 per day up to \$10,000 total trial supplement maximum.

**C. Legal Services Not Covered**

Not Covered: Any services or charges to a Covered Person in connection with any of the following:

1. The participation in any business venture, including, but not limited to: proprietorships, partnerships, corporations, commercial endeavors, rental property, patents, copyrights, and trademarks. A business venture is any activity which produces or is contemplated to produce revenue.
2. Preparing or filing income tax returns.
3. All criminal felony and misdemeanor matters that involve the Department of Administrative Services. This does not apply to misdemeanor legal services listed as Traffic Matters and Juvenile Court Proceedings in the Schedule of Benefits.

4. Workers Compensation, Unemployment, Admiralty, Federal Employers Liability Act.
5. Judicial appeal proceedings (except as provided for personal injury matters), group or class actions, intervention, and amicus curiae filings.\*
6. A civil action pursued in court where a Covered Person is a plaintiff and the monetary amount of the suit falls within the jurisdiction of a small claims court or its equivalent and involves matters under \$250. The Participating Law Firm will give advice to a Covered Person on how to pursue a claim in such a court.\*
7. Administration hearings, consultations, and civil or criminal legal actions, any part of which (i) involve the State of Georgia either as plaintiff or defendant, or any of its agencies or departments, or any of its insurers, or (ii) are related to your employment. This does not apply to administrative hearings for zoning or housing code matters.
8. Legal actions against Metropolitan Property and Casualty Insurance Company, any of its parents or affiliated companies, subsidiaries, agents, administrators, and subcontractors, or which involves disputes about this insurance (including breach of fiduciary duty under ERISA), and Hyatt Legal Plans, Inc. and its affiliates.
9. Legal proceedings for which the Covered Person had consulted or retained an attorney prior to becoming covered under this insurance.\*
10. Legal proceedings in which both the plaintiff and the defendant are persons in the same Family Unit. This does not apply to Legal Services listed as Matrimonial Matters in the List of Legal Services.\*
11. Services to a spouse or dependent against the Participant.
12. Defense of criminal charges against a Covered Person if any of the following has contributed to the cost of this insurance on behalf of that Covered Person:
  - a. the victim of the crime;
  - b. someone who is in the same Family Unit as the victim.
13. Fines, title insurance costs, court costs, court appointed attorneys, filing fees, subpoenas, assessments, penalties, expert witness fees and other related expenses (e.g. facsimile, copy expense, postage, long distance phone charges, mileage, etc.).
14. Services where the attorney fee is provided by statute from a fund sub judice or paid by contingent fee (except as provide for personal injury matters).
15. Services performed by an attorney who is related to the Covered Person by blood or marriage.

16. Services not performed by an attorney. Services performed by a paralegal under the direct supervision of an attorney will be treated as if performed by the attorney.
17. Services provided outside the United States.
18. Any Legal proceedings in which the Covered Person is entitled to legal representation or reimbursement for the costs thereof from any source other than this insurance (subject to Coordination of Benefits provisions). A Legal Service plan without this type of exclusion is always the primary plan.
19. Charges for services involving defense of child support recovery or defense of driving under the influence of alcohol or drugs.

\*Legal advice can be provided for items asterisked, but only through the Attorney Office Work Benefit or the Participating Law Firm Telephone Advice Benefit.

## Section V: How to Use

### **A. Contacting Customer Service or a Preventive Legal Care Office**

You may call the Hyatt Legal Plans Service Center any time between the hours of 8:00 a.m. and 7:00 p.m. (Eastern Time), Monday through Friday by dialing toll-free 800-821-6400. Your call will be handled by the Client Service Center. The Client Service Center offers the following options:

1. verify your membership in the Plan
2. order a claim form
3. order a Participating Attorney Directory
4. check the status on your claim

You may choose to speak directly with a Customer Service Representative between the hours of 8:00 a.m. and 7:00 p.m. (Eastern Time), Monday through Friday (except holidays) to obtain answers to other questions or to speak with a Participating Law Firm. (Hearing Impaired can access the Web site at [www.legalplans.com](http://www.legalplans.com) at anytime).

Of course, the toll-free number is available 24 hours a day, 7 days a week for emergency situations. Follow the instructions to connect with a Customer Service Representative for assistance.

If you would like to talk with an attorney by phone, the Customer Service Representative will refer you to an independent law firm known as the Participating Law Firm (PLF) so you can discuss your legal issue.

You can also go to the Web site [www.legalplans.com](http://www.legalplans.com) to obtain Plan information, claim forms, and to find a Participating Attorney. See Section I, B. Things That You Should Know, Internet Website for information on how to use the Website.

### **B. Using Online Services**

To access the Personal Law Center, log on to the Hyatt Legal Plans Website at [www.legalplans.com](http://www.legalplans.com). Upon visiting the Website, you will be required to enter your Membership Number and your home Zip Code. Once you are admitted to the State of Georgia portion of the Hyatt Legal Plans Web site, click on the links for the Personal Law Center and follow any instruction provided on the Internet Website. The Personal Law Center provides you with online access to plain-English and easy-to-use legal information, explanations, self-help forms, interactive documents, and tools.

### **C. Finding a Participating Attorney**

When you decide to visit an attorney, select an attorney from the Participating Attorney Directory and schedule an appointment. You can find a Participating Attorney by visiting the Website at [www.legalplans.com](http://www.legalplans.com). See Section, B. Things That You Should Know, Internet Website for information on how to use the Website.

You can also call Customer Service in order to obtain a Participating Attorney directory for your area. If you wish to use a Non-Participating Attorney, you may do so and covered work completed will be reimbursed at the rates outlined in the Fee Reimbursement Schedule.

## **D. Filing Your Claim for Out-of-Network services**

After legal services have been rendered, a claim form must be completed and mailed to the Hyatt Legal Plans Service Center. You can obtain a claim form by visiting the Website at [www.legalplans.com](http://www.legalplans.com) or by calling the toll-free Customer Service number.

Most Participating Attorneys will accept assignment of benefits from Hyatt Legal Plans Covered Members, eliminating the need for a Covered Member to file a claim form. The Participating Attorney will often submit a fully documented claim form on the Covered Member's behalf. If a Non-Participating attorney is used, the Covered Member is responsible for filing a claim form for reimbursement consideration.

To submit your claim, follow the instructions on the claim form. The rules governing payment of benefits under a claim are set forth below.

Hyatt Legal Plans must be given written proof that the legal services for which a claim is made under the Coverage have been rendered. This written proof must cover the nature of the legal service and the expense incurred. It must be furnished within ninety (90) days after the date when the legal services were completed.

A claim will not be considered valid unless proof is furnished within this time limit. However, it may not be reasonably possible to do so. In that case, the claim will still be considered valid if proof is furnished as soon as reasonably possible.

Benefits are paid when Hyatt Legal Plans receives written proof of the loss. A benefit unpaid at your death will be paid to your estate.

No action at law or in equity may be brought to recover on the Group Contract until sixty (60) days after the written proof described above is furnished. No such action may be brought more than three (3) years after the end of the time within which written proof is required.

## **E. Correspondence Addresses**

Hyatt Legal Plans, Inc.  
Accounting  
1111 Superior Avenue

## **F. Incontestability of Insurance to Which the Claim Rules Apply**

This limits Hyatt Legal Plans' use of statements you make when you request additional benefit payments for a claim you have filed under the Coverage. Your statements will be considered to be made to the best of your knowledge and belief. These rules apply to each statement:

1. It will not be used to avoid or reduce the amount of insurance unless:
  - a. it is in a written document signed by you; and
  - b. a copy of that document is or has been furnished to you.
2. It will not be used in the contest after that amount of insurance has been in force for at least two (2) years before the contest.

## **G. Coverage Termination**

Your Employee and Dependent Insurance under the Coverage will end when the first of these occurs:

1. you cease to be an Eligible Employee;
2. the Group Contract is canceled by Hyatt Legal Plans or the Employer;
3. you fail to pay premiums required for the insurance.

Coverage for your Eligible Dependents ends on the date your Coverage ends. Coverage for any one dependent will end on the date he or she ceases to be an Eligible Dependent. In the event of the death of an Employee who has elected family coverage, the surviving spouse and dependents will not have continued coverage. This does not apply to the Estate Administration and Estate Closing Benefit.

You may be eligible to continue coverage for a limited time of thirty (30) months after your coverage has terminated. Please contact Hyatt Legal Plans at 800-821-6400 to arrange for direct premium payments.

If you are on an approved leave of absence without pay and are still qualified to participate in Flexible Benefits, you may be entitled, subject to certain conditions, to continue the Legal Service Expense Coverage for up to twelve (12) calendar months after your leave of absence (for example: regular leave without pay and FMLA) begins. See Section I: Leave Without Pay. However, if you are on a military leave, the twelve-month limit does not apply. Your insurance may be continued through personal premium payments until the end of such military leave.

# Section VI: Coordination of Benefit Payments (COB)

The purpose of Hyatt Legal Plans is to help you pay for covered expenses but not to result in benefits greater than the expenses incurred. Therefore, in computing the benefits payable under the Hyatt Legal Plans Group Legal Services Expense Coverage, the benefits from other programs will be taken into account. This may require a reduction in the benefits under this Program so that the combined benefits will not be more than the Allowable Expenses of This Program and any other Programs.

Terms used in these rules are defined in A of Section VI. B of Section VI describes the effect of other legal services benefits on those of the Group Contract, subject to C, D and E of Section VI.

## A. Definitions

1. **Program:** Any of these which provide benefits or services for, or by reason of, legal services:
  - a. coverage under a governmental plan or required or provided by law;
  - b. group insurance or other coverage for persons in a group, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage.

For the purposes of these rules, a Legal Services Program is one that mainly provides benefits or services for or because of the need for legal advice or assistance.

2. **Separate Programs:** Each contract or other arrangement for coverage under a. or b. is a Separate Program.

Also, rules for Coordination of Benefits may apply only to part of a Legal Services Program. If so, the part to which the rules apply is a Separate Program from the part to which the rules do not apply.

3. **This Program:** The Hyatt Legal Plans Group Contract that provides benefits for or by reason of legal services.
4. **Allowable Expense:** The usual and prevailing charge for a reasonably necessary service when the charge or service is covered at least in part by one or more Legal Services Programs covering the person for whom a claim is made.
5. **Usual Charge:** The usual charge made by the provider for a service when there is no insurance.

- 6. Prevailing Charge:** The range of charges generally made in the area for a like service. The area and that range are as determined by Hyatt Legal Plans.

When a Program provides benefits in the form of service, the reasonable cash value for each service rendered will be considered both an Allowable Expense and a benefit paid.

- 7. Claim Determination Period:** A Benefit Year, but, for a person, this does not include any part while the person has no coverage under This Program.

## **B. Effect on Benefits**

- 1. When this Section Applies:** This Section B applies when the sum of the benefits in a. and b. below for a person's Allowable Expenses in a Claim Determination Period would be more than those Allowable Expenses. In that case, the benefits of This Program will be reduced so that the total benefits paid are not more than the Allowable Expenses.
- a. The benefits that would be payable for the Allowable Expenses under This Program in the absence of this section B.
  - b. The benefits that would be payable for the Allowable Expenses under all other Programs, in the absence of rules with a purpose like that of these rules, whether or not a claim is made. But this b. does not include the benefits of a Program if:
    - i. it has rules coordinating its benefits with those of This Program; and
    - ii. those rules have Claim Determination Period and Facility of Payment items similar to those in these rules; and
    - iii. its rules and This Program's rules both require This Program to determine benefits and coverage before it does.
- 2. This Program's Rules for the Order in which Benefits are Determined:**  
When a person's need for legal advice or assistance is the basis for a claim:
- a. Non-Dependent/Dependent: The benefits of a Program that covers the person other than as a dependent are determined before those of a Program that covers the person as a dependent.
  - b. Dependent Child/Parents Not Divorced: Except as stated in c., next page, when this Program and another Program cover the same child as a dependent of different persons, called "parents":
    - i. the benefits of the Program of the parent whose birthday falls earlier in a year are determined before those of the Program of the parent whose birthday falls later in that year; but
    - ii. if both parents have the same birthday, the benefits of the Program which covered the parent longer are determined before those of the Program which covered the other parent for a shorter period of time.

However, if the other Program does not have the rule described in (i), above, and if, as a result, the Programs do not agree on the order of benefits, the rule in the other Program will determine the order of benefits.

- c. Dependent Child/Divorced Parents: If two or more Programs cover a person who is a dependent child of divorced parents, benefits for the child are determined in this order:
  - i. first, the Program of the parent with custody of the child;
  - ii. then, the Program of the spouse of the parent with custody of the child; and
  - iii. finally, the Program of the parent not having custody of the child.

However, if the specific terms of a court decree state that one of the parents is responsible for the legal services expenses of the child and the entity obligated to pay or provide the benefits of the Program of that parent has actual knowledge of those terms, the benefits of that Program are determined first. This paragraph does not apply when any benefits are actually paid or provided before the entity has that actual knowledge.

- d. Active/Inactive Employee: The benefits of a Program which covers a person as an Employee who is neither laid off nor retired or as that Employee's dependent, are determined before those of a Program which covers that person as a laid off or retired Employee or as that Employee's dependent. If the other Program does not have this rule and if, as a result, the Programs do not agree on the order of benefits, this rule d. shall not apply.
- e. Longer/Shorter Length of Coverage: If none of the above rules determine the order of benefits, the benefits of the Program which covered a person longer are determined before those of the Program which covered that person for the shorter time.

**3. Effect of Reduction in Benefits:** When these rules reduce This Program's benefits, each benefit is reduced in proportion. It is then charged against any applicable benefit limit of This Program.

## **C. Right to Receive and Release Needed Information**

Certain facts are needed to apply these coordination of benefits rules. Hyatt Legal Plans has the right to decide which facts it needs. It may get needed facts from or give them to any other organization or person. Hyatt Legal Plans need not tell or get the consent of any person to do this. Each person claiming benefits under this Program must give Hyatt Legal Plans any facts it needs to pay the claim.

## **D. Facility of Payment**

A payment made under another Program may include an amount which should have been paid under This Program. If it does, Hyatt Legal Plans may pay that amount to the organization which made the payment. That amount will then be treated as though it was a benefit paid under This Program. Hyatt Legal Plans will not have to pay that amount again. The term "payment made" includes providing benefits in the form of services, in which case, the payment made shall be deemed to be the reasonable cash value of any benefits provided in the form of services.

## **E. Right of Recovery**

If the amount of the payments made by Hyatt Legal Plans is more than it should have paid under This Program, Hyatt Legal Plans may recover the excess. Hyatt Legal Plans may get such recovery or payment from one or more of:

1. the persons it has paid or for whom it has paid;
2. insurance companies; or
3. other organizations.

The “Amount of the Payments Made” includes the reasonable cash value of any benefits provided in the form of services.

## **F. Disclaimer**

This information is for illustrative purposes, only, and is not a contract. This information is intended to provide a general review of the plan described. Please remember that only the insurance policy and service agreement can give actual terms, benefits, amounts, conditions, and exclusions.

If any Covered Person permits another person to use the Covered Person’s Identification Card, Hyatt Legal Plans may invalidate that Covered Person’s Identification Card.

## **G. Directive 00-EX-5**

The laws of the State of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family violence.