



**YOUR
LEGALCARE
PLAN**

UNIVERSITY OF CALIFORNIA

YOUR LEGAL EXPENSE INSURANCE PLAN

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Introduction

Most people have experienced some type of legal question or problem. Some are minor everyday occurrences, others are more serious. Either way, consulting with an attorney can be a valuable first step to a solution. Your Legal Services Plan encourages the use of preventive legal services through an independent law firm referred to as Preventive LegalCare Office (PLCO). To handle more substantial legal problems, the plan also provides an indemnity program through which you may consult an attorney of your choice, or you may select a Network Attorney from a list provided by Signature LegalCare.

Please take the time to read this booklet carefully. If you need any further information, call a Signature LegalCare Customer Service Representative at **800-841-0193** between 5 AM and 6 PM (Pacific Time) Monday through Friday (except legal holidays).

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Who is Eligible

Eligible Employees

You may enroll yourself and your eligible family members in this Plan if you are: (1) a member of a University-sponsored defined benefit plan; and (2) appointed to work at least 50% time for 12 months or more or your appointment form indicates that your ending date is for funding purposes only and that your employment is intended to continue for more than a year; or (3) accumulated 1,000 hours while on pay status in a twelve-month period.

Eligible Annuitants

You are eligible to enroll yourself and your eligible family members if you receive monthly retirement, disability or survivor benefits from a University-sponsored defined benefit plan.

Coverage may be continued into retirement provided:

(1) your retirement plan benefits start within 120 calendar days of the date University employment terminates (or the date of the employee's/annuitant's death in the case of survivor annuitant); (2) your coverage is continuous from the date employment terminates to the effective date of the annuity; (3) your monthly annuity check is large enough to cover any net premium deductions.

Continuation of coverage is limited to the dependents enrolled at the time of retirement.

An Annuitant may enroll himself/herself and/or his/her eligible dependents during an announced Open Enrollment Period. If the Annuitant enrolls during an announced Open Enrollment Period, requirement (2) above will not apply.

Employees/Annuitants must live within a jurisdiction in which the Company is authorized to provide Legal Services Insurance.

Family Members

Your Eligible Family Members include:

1. Your legal spouse (survivor annuitants may not add spouses; only those receiving retirement or disability income may cover spouses).
2. Your unmarried natural or legally adopted children under age 23.

The following children are also eligible:

- (a) Any unmarried stepchildren under age 23, who reside with you, who are dependent upon you or your spouse for at least 50% of their support and who are your or your spouse's dependents for income tax purposes.
- (b) Any unmarried grandchildren under age 23, who reside with you, who are dependent upon you or your spouse for at least 50% of their support and who are your or your spouse's dependents for income tax purposes.
- (c) Any unmarried children under age 18 for whom you are the legal guardian, who reside with you, who are dependent upon you for at least 50% of their support and who are your dependents for income tax purposes.

Your signature on the enrollment form, or, if you enroll electronically then your electronic enrollment, attests to these conditions in (a), (b) and (c). You will be asked to submit a copy annually of your Federal income tax return (IRS form 1040 or IRS equivalent showing the covered dependent and your signature) to the University to verify income tax dependency.

Any unmarried child, as defined above (except for a child for whom you are the legal guardian), who is incapable of self-support due to a physical or mental handicap may continue to be covered past age 23 provided: the child is dependent upon you for at least 50% of his or her support, is your dependent for income tax purposes, the incapacity began before age 23, the child was enrolled in the legal plan before age 23 and coverage is continuous. Application must be made to Signature LegalCare 31 days prior to the child's 23rd birthday and is subject to approval by the Plan. Signature LegalCare may periodically request proof of continued disability. Your signature on the enrollment form, or, if you enroll electronically then your electronic enrollment, attests to these conditions. You will be asked to submit a copy annually of your Federal income tax return (IRS form 1040 or IRS equivalent showing the covered dependent and your signature) to the University to verify income tax dependency.

When an enrolled child reaches age 23, marries, or becomes ineligible for other reasons, coverage stops at the end of the month in which the event occurs. You are responsible for canceling coverage for children who become ineligible. Coverage will be terminated on the date the child(ren) become ineligible.

Your child(ren) must continue to meet the above requirements as applicable to be eligible for continued coverage. Where federal income tax dependency is required for Dependent Coverage, you will be asked to annually provide a copy of your federal income tax return (IRS form 1040 or its IRS equivalent) showing the covered dependent and your signature to the University to verify income tax dependency.

Other Eligible Dependents

You may enroll a same-sex domestic partner and their eligible children as set forth in the University of California Group Insurance Regulations. For more information on who qualifies and on requirements to enroll same-sex domestic partners, contact your local Benefits Office.

Who Pays for the Plan

The monthly cost for this Plan is fully paid by you.

Enrollment

You may enroll yourself and any eligible dependents in the Plan during:

- Your Period of Initial Eligibility (PIE), which starts the day you become eligible and ends on the date 31 days after (or the preceding business day for the local Accounting or Benefits Office if the 31st day is a weekend or holiday), or
- During an announced Open Enrollment Period.

Eligible persons may be covered in only one of the following categories: as an employee, as an annuitant, or as a dependent; but not under any combination of these. If both husband and wife are eligible, each may enroll separately or one may cover the other as a dependent. If they enroll separately, neither may enroll the other as a dependent.

Eligible children may be enrolled under either parent's coverage, but not under both. If a duplicate enrollment occurs, UC will cancel the later enrollment.

For a new spouse, eligibility begins on the date of marriage. For a newborn child, eligibility begins on the child's date of birth. For newly adopted children, eligibility begins on the date the child is placed in the employee/annuitant's physical custody. If not enrolled during the PIE beginning on that date, there is an additional PIE beginning on the date that the adoption becomes final.

To enroll yourself or an eligible dependent, submit the appropriate enrollment form to the local Accounting or Benefits Office (or, if available, enroll electronically) during the PIE.

An employee who currently has two or more covered dependents may add a newly eligible dependent after the PIE. Retroactive coverage for such enrollment is limited to a maximum of 60 days prior to the date your dependent is enrolled (either by receipt of their Enrollment Form by the local Accounting or Benefits Office or by electronic enrollment, if available), or the date the dependent became eligible, whichever is most recent.

Effective Date of Coverage

- Coverage for newly eligible employees and their dependents is effective on the date of eligibility provided they are enrolled (either by receipt of an Enrollment Form by the local Accounting or Benefits Office or by electronic enrollment) within the PIE, or
- Coverage for newly eligible dependents is effective on the date the dependent becomes eligible provided they are enrolled (either by receipt of an Enrollment Form by the local Accounting or Benefits Office or by electronic enrollment) within the PIE. There is one exception to this rule: coverage for a newly eligible adopted child enrolling during the additional PIE is effective on the date the adoption becomes final, or
- The date announced by the University, if you enroll during an Open Enrollment Period.

Delay of Effective Date

Your effective date of coverage while on paid or unpaid leave for health reasons on the normal effective date is delayed until the day following the first full day you are actively at work based on your normally scheduled work day. This rule also applies to newly hired employees who have not yet reported to work for health reasons.

The effective date of coverage for a dependent who is hospitalized on the normal effective date of coverage is delayed until the day after the dependent is discharged from the hospital. This does not apply to your newborn, natural child or adopted child added after your initial enrollment.

When Coverage Ends

Coverage ends on the earliest of the following dates:

- the last day of the pay period for which a premium is paid based on earnings as an eligible employee/annuitant;
- the last day of the last pay period the individual is eligible for coverage as a family member;
- the last day of the pay period in which a form to cancel coverage or delete a family member is received in the local Benefits or Accounting Office; or
- the day the group contract between the University and the carrier is terminated.

You may cancel LegalCare Plan coverage or delete a family member from the plan at any time by submitting the appropriate form(s) to your local Benefits or Accounting office.

Fraud

Coverage for you or your covered family members may be terminated for fraud or deception in the use of the services of the Plan, or for knowingly permitting such fraud or deception by another. Such termination shall be effective upon the mailing of written notice by the Plan to you and the University. Termination of coverage of a family member for fraud shall not cancel the enrollment of other family members. Termination of your coverage shall automatically cancel the enrollment of all covered family members.

How the Plan Works

Preventive LegalCare Office (PLCO)

The Plan has two parts. The first part provides preventive legal services and advice. These are provided over the telephone by an independent law firm referred to as the Preventive LegalCare Office (PLCO). These preventive legal services do not involve a visit to an attorney and they may be used as often as needed.

Your Legal Services Plan encourages the use of preventive legal services through a Preventive LegalCare Office (PLCO).

The goal of the PLCO service is to assist you in finding solutions to legal problems before they evolve into more complex and expensive legal matters.

This preventive telephone law service may be used as often as you want. It is available on a non-emergency basis from 8:30 AM through 6:00 PM, Monday through Friday (except legal holidays). For emergencies this service is available 24 hours, seven days a week. A PLCO emergency is defined as any Covered Person's legal need that may involve a loss of life, health, freedom or property (i.e., being arrested, placed in jail, or death of a family member). It is provided on a toll-free basis **800-841-0193**.

The services provided by the PLCO include:

- Screening of incoming calls to determine the nature of the problem.
- Providing advice and consultation with an attorney regarding the problem.

No matter how many times you use the PLCO, there is no charge to you and there is no claim form to fill out.

If a particular problem cannot be resolved through a phone consultation, the PLCO Attorney will advise you of applicable benefits under the Plan and to seek the services of another attorney.

If you live in a place where Signature LegalCare does not have a PLCO and need legal services that the PLCO would provide, you can use the "Attorney Office Work" benefit. You can use any licensed attorney not related to you. After your legal matter is completed, you and your attorney should complete the claim form and send it to Signature LegalCare at the address shown on your claim form.

If you have any questions, concerns or need a claim form, please call a Customer Service Representative for assistance. From anywhere in the United States or Canada, call **800-841-0193** between 5 AM and 6 PM (Pacific Time), Monday through Friday (except legal holidays). From other places, you may call 818-706-6629 collect between 5 AM and 6 PM (Pacific Time), Monday through Friday (except legal holidays).

Indemnified Services

The second part of the Plan provides an insurance indemnity benefit that may be used to offset or partially offset the legal fees charged by an attorney for covered legal services that require a visit to an attorney's office. These covered legal services are described in the Schedule of Benefits on pages 15-21.

If you need an attorney's assistance on a matter that is not a covered service, you can use the "Attorney Office Work" benefit for advice or services related to any legal matter that is not excluded under your plan (see pages 21-23). Some examples of permitted use of the "Attorney Office Work" benefit are:

- Immigration Matters
- Personal Income Tax Advice
- Sale or Purchase of Your Principal Residence

- Preparation of Living Trust
- Defense of Felony
- Landlord-tenant problems (insured must be the tenant)
- Non-employment related administrative hearings

In no event will benefits be paid for any legal services excluded under your plan (see pages 21-23).

After your legal matter is completed, you and your attorney should complete the claim form and send it to Signature LegalCare.

Choosing an Attorney

The choice of an attorney is a personal decision. Neither the University of California nor Signature LegalCare wishes to direct you to a specific attorney. If you require an attorney's services, you may choose any licensed attorney worldwide who is not related to you. The attorney you choose will be responsible for the quality and delivery of covered legal services. If the PLCO advises you to consult an attorney, Signature LegalCare will provide you with a list of names, addresses, and telephone numbers of Network Attorneys. Covered services provided by a Network Attorney are PAID IN FULL.

If the type of legal service you require is not on the list of eligible services and is not otherwise excluded by the Plan, you still have the option of seeing an attorney (either a Network Attorney or a non-network attorney) for up to four hours per calendar year under the "Attorney Office Work" benefit. Any fees charged for legal services excluded under your plan or for consultation time in excess of that specified in "Attorney Office Work", will be your responsibility and are not covered by the Legal Services Plan.

If you use an attorney who is not a Network Attorney, but may be interested in becoming one, have him/her call our attorney hotline number at **800-841-0193**. With the consent of the attorney and Signature LegalCare, benefits applicable to services rendered by a non-network attorney prior to the completion of services will be payable at Network Attorney rates.

If you select an attorney who is not a Network Attorney, you may use an amount up to the Scheduled Benefit amount to offset or partially offset any bill for the performance of an eligible legal service. Non-network attorney fees will be paid at the rate of \$70 per hour.

Whether you select a Network Attorney or another attorney, it is a good idea to discuss the matter of fees and how they will be paid as soon as a course of action is discussed.

If you are traveling and need an attorney's services, you may use any practicing attorney (except a relative).

Other Charges

Both Network Attorneys and non-network attorneys will charge you for court costs, filing fees, subpoena and witness fees, etc. These are considered non-covered expenses. Your Legal Services Plan pays only for the attorney's legal fees. All other costs are your responsibility.

We suggest that you ask your attorney before legal work begins for an estimate of these other costs.

Example: If you need assistance in the Consumer Protection category, the following would apply: If you go to a Network Attorney, he or she cannot charge you for additional legal fees; however, you will be responsible for the non-covered expenses described above.

If you go to a non-network attorney and he or she charges \$140 per hour, the Plan will pay only \$70 per hour up to the maximum scheduled benefit, and you are responsible for the excess. Thus, the non-network attorney who spends 2 hours on the necessary legal service will bill you for \$280 for legal services and the Plan will pay \$140, or the maximum scheduled benefit, whichever is less. You are responsible for the balance. If that attorney spends 3 hours on the necessary legal services, the Plan will pay \$210, or the maximum scheduled benefit, whichever is less and you will be responsible for the balance, plus non-covered expenses.

Remember, the Plan covers fees for legal services only.

What Services Are Eligible

The plan covers only those legal services included in the Schedule of Benefits listed. These benefits are subject to the exclusions and limitations listed on pages 21-23. All benefits are limited to one claim per item per Benefit Year per Family Unit, with the exception of the Attorney Office Work and Estate Planning, Wills and Trusts benefits and PLCO Services.

The benefit year is a 12-month period based on a calendar year. Only one benefit will be payable for all legal services arising out of a single cause of action or an event resulting in the need for the legal services. Signature LegalCare will decide which benefit will be payable. The continuation of a legal matter from one certificate year to another shall not increase the amount of benefit payable.

If the laws of the jurisdiction where the service is furnished use legal terms that differ from those in the list below, Signature LegalCare will determine whether there is an equivalent legal service from the Schedule of Benefits.

If you are enrolled in self-only coverage, legal matters directly related to or involving your family members are restricted. For example, if you file a claim for a will for you and your spouse, the plan will pay for your will, but not that of your spouse. There are, however, some limited instances in which the plan will pay towards services involving your spouse (e.g., if you are obtaining services related to an adoption or guardianship). Signature LegalCare can provide you with more information about self-only coverage.

Schedule of Benefits

	<u>NETWORK ATTORNEY</u>	<u>NON- NETWORK ATTORNEY (\$70/HR UP TO MAXIMUM SCHEDULED BENEFIT)*</u>
PREVENTIVE LEGALCARE OFFICE (PLCO) SERVICES Unlimited toll-free telephone service to seek advice and talk directly with an attorney for self-help counseling and guidance or direction regarding covered legal matters or matters not specifically covered by the plan. The PLCO may help you with all legal matters except those specifically excluded by the Plan.	No Charge	N/A

* This is the annual maximum regardless of whether you are enrolled in family or single coverage.

	<u>NETWORK ATTORNEY</u>	<u>NON- NETWORK ATTORNEY (\$70/HR UP TO MAXIMUM SCHEDULED BENEFIT)*</u>
ATTORNEY OFFICE WORK (LIMITED TO EIGHT HOURS PER BENEFIT YEAR PER FAMILY UNIT)** The legal services rendered as a result of a Covered Person's personal visit for consultations; to review or prepare documents or any other legal services required for which benefits are not (i) covered by the Plan, or (ii) excluded by the Plan. This Attorney Office Work benefit may be used to supplement post dissolution matters as a result of a bifurcated dissolution and the "Estate Planning, Wills & Trusts" benefit for more complicated trusts, but may not be applied to supplement benefits available under any other legal services covered by the Plan.	Paid In Full	\$ 560
HABEAS CORPUS (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT) The legal services required to produce a writ to bring a detained Covered Person before a judge and justify his/her detention.	Paid In Full	\$ 420
NAME CHANGE (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)	Paid In Full	\$ 280
PERSONAL BANKRUPTCY (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT) A. Employee and/or Spouse personal Bankruptcy. B. Wage Earner Plans - (employee and/or spouse).	Paid In Full	\$ 560

* This is the annual maximum regardless of whether you are enrolled in family or single coverage.

**The 8 hours under Attorney Office Work may be used for more involved trusts matters and post dissolution matters as a result of a bifurcated dissolution.

	<u>NETWORK ATTORNEY</u>	NON- NETWORK ATTORNEY (\$70/HR UP TO MAXIMUM SCHEDULED BENEFIT)*	<u>NETWORK ATTORNEY</u>	NON- NETWORK ATTORNEY (\$70/HR UP TO MAXIMUM SCHEDULED BENEFIT)*	
<p>CONSUMER PROTECTION ACTIONS (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)</p> <p>The legal services required for the enforcement of written or implied warranties or promises relative to the lease or purchase of goods or services except disputes over real estate construction matters, (e.g., a new home, remodeling of an existing home or an addition to an existing home). Any action brought in Small Claims Court is not covered.</p> <p>A. Up to and including pleading, preparation filing, and appearances on motions, preparation of answer, response and counterclaim.</p> <p>B. Preparation (includes pleading above) filing, serving and answering interrogatories, depositions, pre-trial or settlement conferences and preparation for trial.</p> <p>C. Trial up to and including four days (includes pleading and preparation above).</p>	Paid In Full	\$ 350			
<p>CHILD CUSTODY/CHILD SUPPORT (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)</p> <p>The legal services required by a Covered Person for child custody, or child support, or visitation matters which are not in conjunction with a divorce, annulment, or separation proceeding.</p> <p>A. Legal services required by a Covered Person for the creation of a child custody or child support, or visitation agreement.</p> <p>B. Modification/enforcement of an uncontested child custody or child support, or visitation agreement.</p> <p>C. Modification/enforcement of a contested child custody or child support, or visitation agreement.</p>	Paid In Full	\$ 245			
	Paid In Full	\$ 294			
	Paid In Full	\$ 490			
			<p>COURT ADOPTION PROCEEDINGS (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)</p> <p>A. Agency adoption</p> <p>B. Stepparent adoption</p> <p>C. Independent adoption</p> <p>D. Obtain consent - additional</p> <p>E. Contested</p> <p>1. Pleading, preparation filing, and appearances on motions, preparation of answer, response, and counterclaim.</p> <p>2. Preparation (includes pleading above) filing, serving and answering interrogatories, depositions, pre-trial or settlement conferences, and preparation for trial.</p> <p>3. Trial up to and including four days (includes pleading and preparation above).</p>	Paid In Full	\$ 420
			<p>COURT PROCEEDINGS INVOLVING JUVENILE INSURED DEPENDENT CHILDREN (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)++</p> <p>A. Administrative hearing by petition and court approval.</p> <p>B. Petition, trial and judgment.</p>	Paid In Full	\$ 490
			<p>DEBT COLLECTION DEFENSE (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)</p> <p>Representation in a legal action required for the defense of a lawsuit for the collection of a debt based on a contract or other written instrument except any actions brought in Small Claims Court.</p>	Paid In Full	\$ 630

*This is the annual maximum regardless of whether you are enrolled in family or single coverage.

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++ indicates those legal services which apply **ONLY** if Family Coverage has been elected.

	<u>NETWORK ATTORNEY</u>	<u>NON- NETWORK ATTORNEY (\$70/HR UP TO MAXIMUM SCHEDULED BENEFIT)*</u>	<u>NETWORK ATTORNEY</u>	<u>NON- NETWORK ATTORNEY (\$70/HR UP TO MAXIMUM SCHEDULED BENEFIT)*</u>
DEBT COLLECTION				
DEFENSE (cont.)				
A.				
B.				
C.				
DEFENSE IN TRAFFIC MATTERS THAT COULD LEAD TO LICENSE SUSPENSION (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)				
	Paid In Full	\$ 350		
A.				
B.				
C.				
DEFENSE OF MISDEMEANOR CHARGES EXCEPT TRAFFIC VIOLATIONS (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)				
	Paid In Full	\$ 700		
A.				
B.				
C.				
ESTATE PLANNING, WILLS AND TRUSTS (LIMITED TO FOUR CLAIMS PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)				
A.	Paid In Full		\$ 175	
B.	Paid In Full		\$ 175	
C.	Paid In Full		\$ 70	
D.	Paid In Full		\$ 70	
E.	Paid In Full		\$ 175	
F.	Paid in Full		\$ 70	
MATRIMONIAL PROCEEDINGS (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)				
A.	Paid In Full		\$ 525	
B.	Paid In Full		\$ 700	
C.	Paid In Full		\$ 280	

*This is the annual maximum regardless of whether you are enrolled in family or single coverage.

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** The 8 hours under Attorney Office Work may be used for more involved trust matters.

++ indicates those legal services which apply **ONLY** if Family Coverage has been elected.

	<u>NETWORK ATTORNEY</u>	<u>NON- NETWORK ATTORNEY (\$70/HR UP TO MAXIMUM SCHEDULED BENEFIT)*</u>
ESTABLISHMENT OF GUARDIANSHIP OR CONSERVATORSHIP (LIMITED TO ONE CLAIM PER ITEM PER BENEFIT YEAR PER FAMILY UNIT)	Paid In Full	\$ 420

* This is the annual maximum regardless of whether you are enrolled in family or single coverage.

What Services Are Not Eligible

Exclusions and Limitations

Not covered: Any services or charges with respect to:

1. The participation in any business venture, including, but not limited to: proprietorships, partnerships, corporations, commercial endeavors, rental property, patents, copyrights or trademarks. A business venture is defined as any activity which produces or is contemplated to produce revenue.
2. Preparing or filing income tax returns, or probate.
3. Workers Compensation Law, Unemployment matters, Admiralty; Federal Employers Liability Act.

4. Judicial appeal proceedings, group or class actions, intervention, and amicus curiae filings.
5. A civil action pursued in court where, (i) the Covered Person is a plaintiff and, (ii) the monetary amount of the suit would fall within the jurisdiction of a small claims court or its equivalent. The Preventive LegalCare Office will give advice to a Covered Person on how to pursue a claim in such a court.
6. Consultations, civil or criminal legal actions, any part of which: (a) involve the University of California, or any included employer, or the labor organization or union, if any, which collectively bargained for this coverage, or the University of California insurance carriers; or (b) relate to your employment or the employment of your spouse or any other dependent(s) would exclude the entire action.
7. Legal actions involving the GE Casualty Insurance Company or any of its parents or affiliated companies, agents, administrators, subcontractors, or which involve disputes about this insurance.
8. Legal proceedings for which the Covered Person had consulted or retained an attorney prior to becoming covered under this insurance. Matters where services are already being provided by another attorney.
9. Services to a spouse or dependent against the employee or annuitant.
10. 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: (i) the victim of the crime; (ii) someone who is in the same Family Unit as the victim.

11. 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.).
12. Services where the attorney's fee is provided by statute from a fund subjudice or paid by contingent fee (e.g., personal injury).
13. Services performed by an attorney who is related to the Covered Person by blood or marriage.
14. 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.
15. Any legal proceeding in which you are entitled to legal representation or reimbursement for the costs thereof from any source other than this policy (subject to Coordination of Benefits provisions).
16. Refinancing of property.

Court Awarded Fees - In the event the court awards attorney's fees in a matrimonial legal matter, the amounts payable under the Plan must be used to offset the attorney's total fees for such legal services.

Claims are to be submitted for reimbursement consideration upon the completion of the legal service. Claims are considered for payment based on the legal service the attorney actually performed, not necessarily the service for which the attorney was originally retained.

Receiving Services

Non-Emergency Services

When you anticipate the need for legal services, please contact Signature LegalCare at **800-841-0193**. Your eligibility will be verified and you will be advised of available benefits. Additionally, you will be given the option of speaking with an attorney over the phone and you may be sent a claim package, including a claim form, benefit description and Network Attorney list for your geographic area. You will also be reminded of your right to choose any licensed attorney.

You or your eligible dependent and the selected attorney simply complete the claim form when the course of legal action reaches final disposition and send it to:

Signature LegalCare Claim Division
P.O. Box 6021
Agoura Hills, CA 91376-6021

Claim settlement will be made to you, or to your attorney.

Emergency Legal Services

If you find yourself or one of your covered dependents in a situation necessitating the immediate services of an attorney, you can proceed before receiving a claim form from Signature LegalCare. You should call Signature LegalCare at the first opportunity, to request the claim form. Only covered services are eligible under the Plan.

You may telephone Signature LegalCare at any hour on any day when faced with an emergency. You will receive the same services as you would under normal circumstances. Call **800-841-0193**.

Out-of-Area Claims

If you are in need of legal services while traveling, you may see any licensed attorney of your choice and proceed with the necessary course of action. However, you must obtain a claim form from Signature LegalCare to be completed by you and your attorney before any claim settlement can be made. Only covered services are eligible for claim settlement under the Plan.

Coordination With Other Plans

Your Legal Services Plan contains a non-profit provision coordinating it with other legal plans under which you or your covered dependents may be covered so that the total benefits will not exceed 100% of the allowable expenses.

An "allowable expense" is any expense covered, at least in part, by one of the plans. "Plans" means these types of legal services benefits: (a) coverage under a governmental program or provided or required by statute, or (b) group insurance or other coverage for a group of individuals, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage.

When a claim is made, the primary plan pays its benefits without regard to any other plans. The secondary plans adjust their benefits so that the total benefits available will not exceed the allowable expense. No plan pays more than it would without the coordination provision.

A plan without a coordinating provision is always the primary plan. If all plans have such a provision: (1) the plan covering the individual directly rather than as a dependent, is primary and the others secondary; (2) if a child is covered under both parents' plans, the plan of the parent whose birthday falls earlier in a year is primary; if both parents have the same birthday, the plan that covered the individual longer is primary; but when the parents are

separated or divorced, their plans pay in this order: (a) if a court decree has established financial responsibility for the child's legal expenses, the plan of the parent with this responsibility; (b) the plan of the parent with custody of the child; (c) the plan of the spouse married to the parent with custody of the child; (3) if neither (1) nor (2) apply, the plan covering the individual longest is primary.

When your plan is the secondary plan and its payment is reduced to consider the primary plan's benefits, a record is kept of the reduction. This amount will be used to increase your Legal Services Plan's payments on any later claims in the same calendar year - to the extent there are allowable expenses that would not otherwise be fully paid by your Legal Services Plan and the others.

Termination of Coverage

Coverage for you and your dependents terminates the date the Plan ends or at the end of the month in which (1) you stop making required premium contributions, or (2) you are no longer an eligible employee/annuitant through termination of any kind. Your dependents' coverage will terminate at the end of the month in which they no longer meet the eligibility requirements described earlier in this booklet.

Extension of Benefits

If coverage for you or one of your covered dependents is terminated, your Legal Services coverage (except PLCO services) will be extended to cover legal services in progress prior to the date the coverage terminated, until the services are completed.

Confidentiality

In some unusual circumstances it may be necessary, with your permission, for claim personnel to review the specific nature of your claim. No information, however, will be given to any other outside party. Only pertinent details will be reviewed and every possible precaution will be taken to comply with attorney-client privilege.

What the Terms Mean

Amicus Curiae Filing - A filing by a bystander that suggests or states some matter of law for the assistance of a court.

Arraignment - In a criminal case; the proceeding in which an accused person is brought before a judge to hear the charges filed against him or her and to enter a plea of guilty or not guilty. Sometimes called a preliminary hearing or initial appearance.

Class Action Suit - An action in which one or more members of a numerous class, having a common interest in the subject of litigation, sue or defend on behalf of themselves and all members of that class.

Codicil - A supplement or amendment to a will.

Consumer Protection Action - An action for the enforcement of written or implied warranties or promises relative to the lease or purchase of goods or services.

Disposition - The giving up of, or the relinquishment of, anything, often used in reference to a testamentary proceeding, e.g., "the disposition of the estate." In criminal law, the sentence the defendant receives is the disposition.

Habeas Corpus - A writ of habeas corpus is a legal document that forces law enforcement authorities to produce a prisoner they are holding and to legally justify his or her detention.

Interrogatories - In civil actions; written questions are asked by one party of an opposing party for which written answers must be provided.

Intervention - A legal procedure whereby a third person is permitted (on his own motion) to become a party to an action or proceeding between other persons.

Judicial Appeal - A legal proceeding to take a case to a higher court for rehearing.

Living Trust - A trust established and in effect during the lifetime of the grantor. Also called Inter Vivos Trust.

Living Will - A legal declaration, prepared in advance, which directs the course of health care decisions and treatment; may ensure your medical care decisions are respected and carried out when you are unable to express them.

Network Attorney - "Network Attorney" means an attorney, law partnership, or professional (legal) corporation with whom Signature LegalCare has contracted to perform legal services for an insured under this policy.

Paid in Full - A "paid in full" benefit is a legal service covered by the Signature LegalCare plan for which the legal fee for that legal service is fully paid if a Network Attorney is used.

Period of Initial Eligibility (PIE) - The period of initial eligibility to allow enrollment in the Legal Expense Insurance Plan.

Petition - A formal written document addressed to a court or judge which states facts and circumstances, and contains a formal request for relief.

Pleading(s) - Statement(s) in logical and legal form, of the facts that constitute plaintiff's cause of action and defendant's ground of defense.

Primary Subscriber – The individual from whom the Enrollment application is received.

Preventive LegalCare Office (PLCO) - An independent law firm providing preventive legal services and advice via a toll free number **800-841-0193**.

Related by Blood or Marriage - You may use any attorney who is not your parent, brother or sister, your spouse, your spouse's parent, your spouse's brother or sister, or your child or step-child.

Signature LegalCare - The name of your legal expense insurance plan.

Simple Trust - Simple testamentary trust to take care of your family (especially minor dependent children) after your death or during an incapacitating illness or accident.

Trust - A document established to commit or place property, (real or personal) in another's care or name guardianship for minor children.

University-Sponsored Defined Benefit Plan - A retirement Plan to which the University of California contributes.

General Information

Individual Certificates

A certificate provides a formal definition of plan provisions. It is not evidence of individual coverage. A certificate may be obtained by calling Signature LegalCare at **800-841-0193**.

The description in this booklet is a summary, in non-technical language, of the benefits under the Plan and the terms and conditions under which they are available. The summary applies to all enrolled participants who are employees and annuitants of The University of California.

If any statement in this booklet conflicts with the applicable insurance contract, or the University Group Insurance Regulations, Signature LegalCare will rely on the provisions of the University Group Insurance Regulations for purposes of determining eligibility for yourself and/or your dependents and the provisions of the applicable insurance contract for all other benefit determinations.

Plan Administration

By authority of The Regents, University of California Human Resources and Benefits, located in Oakland, California, administers this plan in accordance with applicable plan documents and regulations, custodial agreements, University of California Group Insurance Regulations, group insurance contracts/service agreements, and state and federal laws. No person is authorized to provide benefits information not contained in these source documents, and information not contained in these source documents cannot be relied upon as having been authorized by The Regents. The terms of those documents apply if information in this booklet is not the same. Signature LegalCare will rely on the University of California Group Insurance Regulations which describes the rules for determining eligibility, if there is a difference between its provisions and those of this booklet and the group insurance contract.

What is written in this booklet does not constitute a guarantee of plan coverage or benefits -- particular rules and eligibility requirements must be met before benefits can be received. Health and welfare benefits are subject to legislative appropriation and are not accrued or vested benefit entitlements.

This section describes how the plan is administered and what your rights are.

Sponsorship and Administration of the Plan

The University of California is the Plan sponsor and administrator for the Plan described in this booklet. If you have a question, you may direct it to:

University of California
Human Resources and Benefits
300 Lakeside Drive, 5th Floor
Oakland, CA 94612-3557
510-987-0200
800-888-UCOP

Claims under the Plan are processed by Signature LegalCare at the following address and phone number:

Signature LegalCare Claim Division
P.O. Box 6021
Agoura Hills, CA 91376-6021
800-841-0193

Signature LegalCare's interpretation and application of the Plan's provisions is binding on all parties. However, if you question how your benefits or other rights under the Plan have been determined, you may ask Signature LegalCare to review them. This should be done following the claim procedures described later in this booklet.

Group Contract Number - The Group Contract Number for this Plan is 38000.

Type of Plan - This Plan is a welfare plan that provides group legal expense insurance benefits. This Plan is one of the benefits offered under the University of California's employee health and welfare benefits program.

Benefit Year - The benefit year is January 1 through December 31.

Continuation of the Plan - The University of California intends to continue the Plan of benefits described in this booklet but reserves the right to terminate or amend it any time. The plan is not a vested plan. The right to terminate or amend applies to all employees/annuitants and plan beneficiaries. The amendment or termination shall be carried out by the President or his or her delegates.

The University of California will also determine the terms of the Plan, such as benefits and premiums you pay.

Financial Arrangements - The benefits under the Plan are paid by Signature LegalCare under an insurance contract. The cost of the premiums is paid entirely by the Plan participants.

If You Have a Complaint - A complaint or request for review of a claim should be directed to:

GE Casualty Insurance Company
Signature LegalCare Claims Division
30851 West Agoura Road, Suite 300
Agoura Hills, Ca 91301

Your Rights Under the Plan - As a participant in the University of California Group Legal Expense Insurance Plan, you are entitled to certain rights and protection. All Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office or instead of or in addition to, at other locations that may be specified by the Plan Administrator, all Plan documents, including the insurance contract.

Obtain copies of all Plan documents and other information for a reasonable charge upon written request to the Plan Administrator

Filing a Claim

How to File a Claim

You may obtain a claim form from the Signature LegalCare Service Center by calling **800-841-0193**. It is your responsibility to see that Signature LegalCare gets the required information necessary to evaluate your claim for legal expense benefits.

It is expected that a claim be submitted for consideration within 120 days upon completion of the legal services. However, if it is not possible to do so, the claim will still be considered valid if furnished as soon as reasonably possible.

You should receive timely notification from Signature LegalCare about whether benefits will be received under the Plan. If Signature LegalCare needs more time to make a determination, you will be notified within five (5) working days and told why. Once you have provided all required information, no more than an additional five (5) working days will be required to process the claim.

Legal Action: No action at law or in equity may be brought to recover on the Plan until 60 days after the written proof of the claim is furnished. No such action shall be brought more than three years after the end of the time permitted for the filing of a claim.

If a Claim is Denied

If you believe your rights or benefits under the Plan were denied unfairly, you may appeal any claim decision by calling a Signature LegalCare Customer Service Representative at **800-841-0193**. You will be instructed on the procedures for filing and mailing a formal claim appeal.

Your claim appeal is officially filed when Signature LegalCare has received it. Signature LegalCare will respond within 60 days. Special circumstances may require an extension of time for processing your claim appeal. You will be notified if an extension is necessary. If your claim appeal is not granted, you will be given the reasons for the denial. If any material or information, which could alter the denial, is needed, you will be advised.

If you are still not satisfied that the decision was correct, you may request a review of the decision. You, or your representative if you appoint one, may submit a written argument against the denial. You or your representative can arrange to examine any Plan documents, which affect your claim. You will be informed, in writing, of Signature LegalCare's final decision within 60 days.

Nondiscrimination Statement

In conformance with applicable law and University policy, the University of California is an affirmative action/equal opportunity employer.

Inquiries regarding the University's affirmative action and equal opportunity policies for staff may be directed to Director Mattie Williams and for faculty to Executive Director Sheila O'Rourke, both at this address; University of California, Office of the President, 1111 Franklin Street, Oakland, CA 94607.

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