

EQUAL JUSTICE FOR ALL LEGAL EXPENSE INSURANCE CORPORATION

2468 Atlantic Boulevard
Jacksonville, Florida 32207
(904) 399-3313

Individual Legal Services

DECLARATIONS

In consideration of the payment of premiums and subject to all of the terms of this policy, **EQUAL JUSTICE FOR ALL LEGAL EXPENSE INSURANCE CORPORATION** agrees to make available legal services described herein to the person insured hereunder whose name is:

The Effective Date of this Policy is 12:01 A.M. Eastern Standard Time:

The rate of premium of this Policy per month per member, spouse and children as defined in the Policy is:

\$25 per month

Annual Premium of this Policy is: **\$300.00**

Enrollment Fee is: **\$25.00**

This Policy is delivered in the State of Florida and is subject to the laws of that jurisdiction.

Coverage afforded is only with respect to this Policy as indicated herein issued to the Member. The limit of the Company's liability shall be as stated in this Policy.

Provisions contained in subsequent pages hereof form a part of this Policy as fully as if recited in their entirety over the signatures hereto affixed.

IN WITNESS WHEREOF, EQUAL JUSTICE FOR ALL LEGAL EXPENSE INSURANCE CORPORATION has caused this Policy to be executed at its Home Office in Jacksonville, Florida on the Effective Date of this Policy.

Countersigned

President

Secretary/Treasurer

Form 9.6 Ed. Date 10/27/08

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EQUAL JUSTICE FOR ALL LEGAL EXPENSE INSURANCE CORPORATION

I. INTRODUCTION

Equal Justice For All Legal Expense Insurance Corporation has been established to make available legal services at a reasonable cost to all persons. The legal service will be provided to all members who wish to enroll and pay a premium.

II. DEFINITIONS

1. Insurer - Equal Justice For All Legal Expense Insurance Corporation.
2. Member - Any person who has filed an Application Agreement, been accepted by Insurer, and pays a premium.
3. Premium - The amount paid for services offered.
4. Attorney(s) - Any member of the Florida Bar.
5. Plan Attorney - Attorney selected by Insurer to provide legal services to the Member.

III. PARTIES TO WHOM BENEFITS ARE AVAILABLE

The legal benefits provided by the Insurer shall be available to the following persons:

1. Member.
2. Spouse of Member residing in the same residence.

3. An unmarried child (including adopted and stepchild) under 18 years of age who resides at the same address as Member and who is dependent upon the Member for support and maintenance.

4. A widow, widower, or child of a deceased Member (eligible at the time of death) for six months after the Member's death shall have the benefits of this policy for all matters occurring up until six months after the Member's death. However, once representation is undertaken for any event that happened during the said six months, the Plan attorney must continue representation of the widow, widower or child and bring the representation to a natural conclusion even though it goes beyond the said date of six months.

5. An unmarried child (including adopted and stepchild) under 23 years of age, whether or not living at the principal residence, who is dependent upon Member for support and maintenance, and is pursuing a full-time course of study at a high school, college, or university, (written proof from institution is required) and is quartered on or near such school in pursuit of such studies, provided such quarters are within 50 miles of the Plan Attorney's law office.

IV. LEGAL SERVICES AVAILABLE

The Premiums of each Member shall entitle the Member or other parties to whom benefits are available to the following legal services in the State of Florida by a Plan Attorney:

A. Consultation - Provided at Plan Attorney's office, by telephone or otherwise, without limitation. This includes personal injury, products liability, workers compensation, medical negligence, wrongful death claims and other matters covered by the policy.

B. Consumer Seller Relationships - Actions by consumer against manufacturers, distributors or service agencies when based on warranties or guarantees, whether implied or expressed.

C. Preparation of Simple Wills - This includes periodic review and revisions of simple wills.

D. Civil Actions - Representation of Member in his capacity as plaintiff or defendant in all cases. This excludes cases where Member is provided legal representation through insurance or like indemnification arrangements. On cases normally handled on a contingent fee basis, the Member shall be entitled to have a Plan Attorney represent Member under this policy only to the extent of the first \$1,000.00 collected. Anything collected for the Member above and beyond the first \$1,000.00 will be handled on a contingent fee contract between Member and Plan Attorney.

E. Adoptions - Step-parent and agency placement adoptions only.

F. Bankruptcy Proceedings - Chapter 7 proceedings only, after this policy has been in effect for 90 continuous days.

G. Real Estate Transactions - Plan Attorney will provide Member with legal assistance only in connection with the sale or purchase of a family dwelling which shall be used by Member's family as a dwelling place. However, Plan Attorney shall not be required to render any opinion of title guaranteeing title. Member shall not be entitled to representation in connection with commercial or income producing property. Plan Attorney shall not be required to participate in any closing or

refinancing which results in a conflict of interest for the Plan Attorney.

H. Insurance Law - Representation and consultations in all matters between the Member and any insurance company with which the Member has dealings or relations, except as found in Section V-B5.

I. Landlord-Tenant - Any matter concerning the lease, or rental of the Member's dwelling, wherein Member is the tenant.

J. Traffic Violations - Including representation in appropriate courts.

K. Powers of Attorney and personal legal contracts.
L. Representation - Appearance before appropriate judicial and regulatory bodies in any matter included herein affecting the Member's legal rights.

M. Estate and Probate of Will - Representation in the appropriate court for judicial determination of death; family administration and summary administration only to apply to Member, spouse or child, but excluding formal administration.

N. Defense of Juveniles - In juvenile misdemeanor proceedings only representation of Member's minor dependent children residing with Member in judicial proceedings against them. Member shall be limited to representation by Plan Attorney in two separate and distinct juvenile proceedings in any twelve (12) month period.

O. Family Law - Without limitation after 90 days from effective date of this policy including divorce, annulment, child support and child custody, except that in any case where the interest of any dependent is adverse to that of the eligible Member, coverage shall be restricted to the eligible Member and shall not be extended to any dependent. Member shall be limited to representation by Plan Attorney in two (2) separate and distinct family law proceedings in any twelve (12) month period.

P. Misdemeanors Only - Felony proceedings are specifically excluded.

Q. DWI - Representation for defense of Driving-While-Intoxicated charges, including driving with unlawful blood alcohol level provided the charge is a misdemeanor.

R. Change of Name.

S. For Services not included, Plan Attorney may perform services for a 25% discount of regular fees.

V. LEGAL SERVICES EXCLUDED

The Insurer will provide the legal services set forth in Section IV but will exclude the following:

A. Any business or commercial ventures of the Member. However, each Member will be allowed one incorporation or partnership agreement while this Policy or any renewal thereof is in effect.

B. Any controversy or proceedings between:
(1) Member and his or her employer;
(2) Member and any other Member
(3) Member and any other employee of employer or any of its subsidiary companies.
(4) Member and any union or association that offers the Plan to Member.
(5) Member and any insurance company on any insurance policy provided or sponsored by his or her employer or contained as part of an employer provided benefit.

C. Any matters originating prior to the effective date of membership.

D. Any controversy or proceeding between Member and Insurer.

E. Any controversy or proceeding between Member and spouse, parents, children, siblings and

the spouse of any of them except this Plan will provide benefits for Family Law as set forth in Section IV-O, subject to all exclusions set forth in the Plan.

F. In any domestic violence or family law matter, the Plan will only provide legal representation to the Member, except if a Plan attorney has previously represented the Member's spouse for any matter whatsoever, the Plan will not provide legal representation to the Member.

G. Should a Member who is actively represented by a Plan Attorney, voluntarily discharge the Plan Attorney, the Plan will not provide legal representation to the Member for the legal matter for which the Plan Attorney was voluntarily discharged.

H. Should a Member procure the legal services of a private attorney (not a Plan Attorney) of his or her choosing for legal matters covered by the Plan, the Plan will not provide legal representation to the Member for the legal matters covered by the Plan.

I. In a contested divorce, Insurer will offer representation only to the Member and not to the spouse, subject to the limitations set forth in Section IV - O and Section V - F.

J. Any controversy or proceeding involving any tax law.

K. Preparation and filing of income tax returns.

L. Any appellate court proceedings.

M. Legal Services to be provided outside of a 50 mile radius from the law offices of the Plan Attorney.

N. Any services to be provided outside of the State of Florida.

O. Any controversy or proceeding deemed by the Plan Attorney to be frivolous, spurious, fraudulent or without merit.

P. Any criminal juvenile proceedings, except misdemeanors.

Q. Any criminal proceedings, except misdemeanors.

R. Any federal court matter or bankruptcy matters, except Chapter 7 bankruptcy.

S. Any matter not specifically covered under Section IV herein.

T. Formal administration of estates.

U. Adoptions where Plan Attorney is to act as intermediary.

V. Proceedings to terminate parental rights.

W. Zoning or other land use matters.

X. The defense of Member or other parties to whom benefits are available in connection with a claim for professional malpractice, lack of informed consent or negligence arising out of the performance of health care or other professional or job related activities.

Y. Any Social Security matter.

Z. Any civil proceeding involving any Member, spouse or child where legal representation is available through an insurance policy.

VI. OPERATION AND ADMINISTRATION OF PLAN

The Plan is administered by Insurer who shall provide services for Members through Plan Attorney(s) under contract with Insurer.

Insurer will enter into contractual agreements with Attorney(s) entitled "Attorney Agreements" to provide legal services to Member. Those Attorney(s) who shall have entered into Attorney Agreements with Insurer are known as "Plan Attorneys".

The Plan Attorney(s) shall be selected on the basis of geographical proximity to Members. No Member is required to consult with or be represented by the Plan Attorney. Each member is free to consult with any attorney of his or her choice about any matter at Member's own expense. Insurer will not pay attorney's fees to any other attorney other than the Plan Attorney.

The Insurer shall maintain complete control over all administrative procedures. The Insurer may alter or amend the policy or expand the legal aspects and procedures of the Plan on the renewal date of the Policy. Any changes shall be prospective in operation only, and shall not deprive a Member of services to which he was entitled for matters pending at the time of change. Member must be notified of any change thirty (30) days in advance.

The Member shall communicate directly with his or her Plan Attorney in arranging for legal services. Only Members whose premiums are current are eligible to receive legal services.

VII. GENERAL PROVISIONS

All costs incident to any legal matter including, but not limited to corporate filing fees and minute books for corporations, court filing fees, costs incurred in real estate transactions, sheriff fees for service of summons or other process, deposition and discovery costs, fines, penalties, or damages assessed will be borne and paid directly by the Member.

Any Member may have another Plan Attorney appointed to him or her where a Member can show good cause. Good cause is defined as a Member

being unable to find a Plan Attorney willing to perform the services, or the Plan Attorney selected by the Insurer is disqualified or otherwise unable to perform the services except good cause shall not be defined as any exclusion contained in this policy.

Neither Insurer nor Plan Attorney has an obligation to continue representation of a Member who has stopped paying premiums. When Plan Attorney has the right to withdraw from representation for this reason, he/she shall do so in a way not to prejudice Member's controversy or litigation.

In the event the Attorney assumes responsibility of any matter where the recovery of legal fees is provided by statute, by contract, or by the nature of the claim, any attorney's fees recovered shall be the property of the Attorney.

In any case which would normally be handled in a contingent fee contract, the Plan Attorney shall be entitled to the customary percentage charged by the Plan Attorney in this type of case; provided, however the first \$1,000.00 recovered shall be exempt from any fee. This includes personal injury, products liability, worker's compensation, medical malpractice and wrongful death claims.

Subject to the limitations set forth in Section IV - N, Section IV - O and Section V - A, Member shall be entitled to the benefits provided for in this Plan without limitation as to the number of events in any one contract year or the number of dependents of a Member having recourse to such benefits.

An attorney-client relationship comes into existence at such time as the Member chooses to employ the services of the Plan Attorney. Though Member's union, employer, or other such association may have signed a Participation Agreement on behalf of its members or employees, the attorney-client relationship exists solely between the Member and the attorney and not

between the union, employer or association and the Attorney.

Insurer does not stand in the position of guarantor as to the skill, legal ability, honesty, proficiency, accuracy, or resourcefulness of the Plan Attorney. If any Plan Attorney performs or omits an act which may give rise to a claim for malpractice, the Members recourse will be solely against the Plan Attorney.

Insurer will not become involved or interfere with the Plan Attorney's handling of cases. In the event of complaints from Members, Insurer will make an inquiry into said complaints. If it is determined that the Plan Attorney has demonstrated an inability to handle the needs of all Members, arrangements will be made for the transfer of the Member to another Plan Attorney.

Whenever a Member has a problem, complaint or grievance concerning the legal service provided by the Plan Attorney, the Member may request a conference with said attorney and a third party designated by the Insurer. A conference shall then be held with these three parties present, in an effort to resolve said problem, complaint or grievance.

The Member has the right to retain at his own expense any attorney authorized by the Florida Bar to practice law in the State of Florida instead of using the Plan Attorney but is not entitled to reimbursement of attorney's fees from the Insurer.

Any Member who either terminates his membership or has his membership terminated shall not be entitled to a refund of premiums already paid. If the premium is paid on an annual basis then Member shall be entitled to a refund of premiums paid for any months for which services are not to be rendered.

The Member has the right to file a grievance with the Florida Bar concerning any Plan Attorney's conduct pursuant to the Plan.

VIII. RESPONSIBILITIES OF THE INSURER AND INSURER'S ATTORNEYS

The obligation of Plan's Attorneys providing services under this Plan shall be solely for their Member/clients. Plan Attorneys shall maintain the confidentiality of the attorney-client relationship in accordance with the Code of Professional Responsibility.

Plan Attorneys shall refuse to provide services in any matter they believe to be clearly frivolous, without merit, or which would violate the Code of Professional Responsibility.

In the event Insurer terminates any Member's membership in the Plan for any reason, other than non-payment of premium, fraud or misrepresentation then any legal services being provided at the time of termination must be completed by the Plan Attorney unless the terminated Member does not desire to be further represented by the Plan Attorney.

IX. CANCELLATION

A. When this Policy has been in effect for 90 days or less, insurer may cancel immediately if there has been a material misstatement or misrepresentation or failure to comply with Insurer's underwriting requirements.

B. Insurer may also cancel this Policy subject to the following provisions:

(1) A written cancellation notice, together with the reasons for cancellation, will be delivered to you, or mailed to you at your mailing address shown in the application.

(2) When you have not paid the premium, Insurer may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

(3) When this policy has been in effect for 90 days or less, Insurer may cancel for any reason. Except as provided in Item A above, Insurer will let you

know of its action at least 20 days before the date cancellation takes effect.

(4) When this Policy has been in effect for more than 90 days, Insurer may cancel:

a.) If there has been a material misstatement or misrepresentation;

b.) If the risk has changed substantially since the policy was issued;

c.) In the event of the failure of the Member to comply with underwriting requirements established by Insurer; or

d.) If the cancellation is for all insureds under policies of this type for a given class of insureds. This can be done by letting you know at least 30 days before the date cancellation takes effect.

(5) Proof of mailing will be sufficient proof of notice.

C. When this Policy is canceled, the unearned premium will be refunded.

D. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to Insurer, Insurer will refund it within a reasonable time after the date cancellation takes effect.

E. This plan is continuous unless canceled by the Member or by the above terms of cancellation.

F. Member may cancel this policy at time by providing written notice to the Insurer at their office located at 2468 Atlantic Boulevard, Jacksonville, Florida 32207. Written notice must be received at least 30 days prior to the date cancellation is to take effect.