



*Serving North American families since 1972*  
Corporate Offices: One Pre-Paid Way • Ada, Oklahoma 74820 • 580/436-1234 • www.prepaidlegal.com

## Mississippi Licensing Information

### RESIDENTS/NON-RESIDENTS:

Please complete the license application and product test and submit it to Pre-Paid Legal Services, Inc., P.O. Box 1443, Ada, OK 74821 along with a \$10.00 check made payable to Pre-Paid Legal.

**NOTE:** The answers to the product test are located in your sample contract (included in your intro kit)

**If you are a non-resident and you already carry a license in your home state, you must include an original home state certification letter (which you can obtain from your home state insurance department) with the license application, product test and character letter.**

The State of Mississippi requires Pre-Paid Legal to investigate the character of each associate applying for a license. As part of this investigation we will need the following statement for each applicant concerning his or her character. The statement must be specific and include the following:

1. A character letter must be submitted by a person who has known you at least 5 years, either personally or as a business acquaintance. Relatives can not be used.
2. The letter should state the capacity in which the person knows you and for how long
3. The statement requires that this person knows you to be of good character and would recommend you to market for National Pre-Paid Legal Services of Mississippi, Inc.
4. This person should state to the best of his or her knowledge whether you have been charged with a felony or misdemeanor and whether you currently are on probation

You are also required to complete 3 hours of training under an Associate who is at level 4 or higher. Please give information regarding this training on question 26 of the product test.

**The State of Mississippi will then send you a license. In order to start marketing and be paid on overrides, you must send a copy of the license to Pre-Paid Legal Services, Inc.**

### NOTE:

*The Mississippi license will expire on February 28 each year. You will be notified of the renewal.*

Rev 08/29/02

### Subsidiaries

Pre-Paid Legal Casualty<sup>SM</sup>, Inc. • Pre-Paid Legal Services of Tennessee, Inc. • Pre-Paid Legal Services, Inc. of Florida • National Pre-Paid Legal Services of Mississippi, Inc. • Legal Service Plans of Virginia, Inc. • PPL Legal Care of Canada Corporation • Ohio Access to Justice, Inc., administered by Pre-Paid Legal Services<sup>SM</sup>, Inc.



**MISSISSIPPI INSURANCE DEPARTMENT**

P.O. BOX 79, JACKSON, MS 39205

*MIKE CHANEY, Commissioner of Insurance*

<b>DEPARTMENT USE ONLY</b>

**LEGAL AGENT/ REPRESENTATIVE OF SPONSOR OF PREPAID  
LEGAL PLANS LICENSE APPLICATION**

**Privilege Tax: \$10.00**

Check appropriate box for license requested.

- Resident License
- Non-Resident License. Identify Home State: \_\_\_\_\_ Identify Home State License #: \_\_\_\_\_

Demographic Information						
Soc Security Number			If assigned, National Producer Number (NPN) and/or Mississippi Privilege License Number			
Last Name		JR./SR. etc	First Name		Middle Name	Date of Birth (month) ____ (day) ____ (year) ____
Residence/Home Address (Physical Street)			P O Box	City	State	Zip Code Foreign Country
Home Phone Number ( ) -		Gender (Circle One) Male Female		Are you a Citizen of the United States? (Check One) Yes <input type="checkbox"/> No <input type="checkbox"/> (If No, of which country are you a citizen?) (If No, you must supply proof of eligibility to work in the U.S.)		
Business Address (Physical Street)			P O Box	City	State	Zip Code Foreign Country
Business Phone Number (include extension) ( ) -		Business Fax Number ( ) -		Business E-Mail Address		Business Web Site Address
Applicant's Mailing Address			P.O. Box	City	State	Zip Code Foreign Country

Employment History						
Account for all time for the past five years. Give all employment experience starting with your current employer working back five years. Include full and part-time work, self-employment, military service, unemployment, and full-time education.						
			From	To	Position Held	
			Month	Year	Month	Year
Name	City	State	Foreign Country			
Name	City	State	Foreign Country			
Name	City	State	Foreign Country			
Name	City	State	Foreign Country			

Background Information	
The Applicant must read the following very carefully and answer every question. All copies of documents must be certified. All written statements submitted by the Applicant must include an original signature.	
1. Have you ever been convicted of a crime, had a judgment withheld or deferred, or are you currently charged with committing a crime? "Crime" includes a misdemeanor, felony or a military offense. You may exclude misdemeanor traffic citations or convictions involving driving under the influence (DUI) or driving while intoxicated (DWI), driving without a license, reckless driving, or driving with a suspended or revoked license and juvenile offenses. "Convicted" includes, but is not limited to, having been found guilty by verdict of a judge or jury, having entered a plea of guilty or nolo contendere, or having been given probation, a suspended sentence or a fine. If you answer yes, you must attach to this application: a) a written statement explaining the circumstances of each incident, b) a certified copy of the charging document, c) a certified copy of the official document, which demonstrates the resolution of the charges or any final judgment, and d) charging document. If you have a felony conviction, have you applied for a waiver as required by 18 USC 1033? N/A ____ Yes ____ No ____ If so, was that waiver granted? (Attach copy of 1033 waiver approved by home state) N/A ____ Yes ____ No ____	Yes ____ No ____
2. Have you or any business in which you are or were an owner, partner, officer or director, or member or manager of limited liability company, ever been involved in an administrative proceeding regarding any professional or occupational license, or registration?  "Involved" means having a license censured, suspended, revoked, canceled, terminated, or being assessed a fine, a cease and desist order, a prohibition order, a compliance order, placed on probation or surrendering a license to resolve an administrative action. "Involved" also means being named as a party to an administrative or arbitration proceeding, which is related to a professional or occupational license.	Yes ____ No ____

<p>"Involved" also means having a license application denied or the act of withdrawing an application to avoid a denial. You may EXCLUDE terminations due solely to noncompliance with continuing education requirements or failure to pay a renewal fee.</p> <p>If you answer yes, you must attach to this application:</p> <ul style="list-style-type: none"> <li>a) a written statement identifying the type of license and explaining the circumstances of each incident,</li> <li>b) a certified copy of the Notice of Hearing or other document that states the charges and allegations, and</li> <li>c) a certified copy of the official document, which demonstrates the resolution of the charges or any final judgment</li> </ul>	
<p>3. Has any demand been made or judgment rendered against you or any business in which you are or were an owner, partner, officer or director, or member or manager of limited liability company, for overdue monies by an insurer, insured or producer, or have you ever been subject to a bankruptcy proceeding? Only include bankruptcies that involve funds held on behalf of others.</p>	Yes ___ No ___
<p>If you answer yes, submit a statement summarizing the details of the indebtedness and arrangements for repayment, and/or type and location of bankruptcy.</p>	
<p>4. Have you been notified by any jurisdiction to which you are applying of any delinquent tax obligation that is not the subject of a repayment agreement?</p>	Yes ___ No ___
<p>If you answer yes, identify the jurisdiction(s) _____</p>	
<p>5. Are you currently a party to, or have you ever been found liable in, any lawsuit or arbitration proceeding involving allegations of fraud, misappropriation or conversion of funds, misrepresentation or breach of fiduciary duty?</p>	Yes ___ No ___
<p>If you answer yes, you must attach to this application:</p> <ul style="list-style-type: none"> <li>a) a written statement summarizing the details of each incident,</li> <li>b) a certified copy of the Petition, Complaint or other document that commenced the lawsuit or arbitration, and</li> <li>c) a certified copy of the official document, which demonstrates the resolution of the charges or any final judgment</li> </ul>	
<p>6. Have you or any business in which you are or were an owner, partner, officer or director, or member or manager of limited liability company, ever had an insurance agency contract or any other business relationship with an insurance company terminated for any alleged misconduct?</p>	Yes ___ No ___
<p>If you answer yes, you must attach to this application:</p> <ul style="list-style-type: none"> <li>a) a written statement summarizing the details of each incident and explaining why you feel this incident should not prevent you from receiving an insurance license, and</li> <li>b) certified copies of all relevant documents.</li> </ul>	
<p>7. Do you have a child support obligation in arrears?</p> <p>If you answer yes,</p> <ul style="list-style-type: none"> <li>a) by how many months are you in arrears?</li> <li>b) are you currently subject to a repayment agreement?</li> <li>c) are you the subject of a child support related subpoena/warrant?</li> </ul>	Yes ___ No ___ _____ Months Yes ___ No ___ Yes ___ No ___

**Applicants Certification and Attestation**

The Applicant must read the following very carefully:

1. I hereby certify that, under penalty of perjury, all of the information submitted in this application and attachments is true and complete. I am aware that submitting false information or omitting pertinent or material information in connection with this application is grounds for license revocation or denial of the license and may subject me to civil or criminal penalties.
2. Where required by law, I hereby designate the Commissioner, Director or Superintendent of Insurance, or other appropriate party in each jurisdiction for which this application is made to be my agent for service of process regarding all insurance matters in the respective jurisdiction and agree that service upon the Commissioner, Director or Superintendent of Insurance, or other appropriate party of that jurisdiction is of the same legal force and validity as personal service upon myself.
3. I further certify that I grant permission to the Commissioner, Director or Superintendent of Insurance, or other appropriate party in each jurisdiction for which this application is made to verify information with any federal, state or local government agency, current or former employer, or insurance company.
4. I further certify that, under penalty of perjury, a) I have no child-support obligation, b) I have a child-support obligation and I am currently in compliance with that obligation, or c) I have identified my child support obligation arrears on this application.
5. I authorize the jurisdictions to give any information concerning me, as permitted by law, to any federal, state or municipal agency, or any other organization and I release the jurisdictions and any person acting on their behalf from any and all liability of whatever nature by reason of furnishing such information.
6. I acknowledge that I understand and will comply with the insurance laws and regulations of the jurisdictions to which I am applying for licensure.
7. For Non-Resident License Applications, I certify that I am licensed and in good standing in my home state/resident state for the lines of authority requested from the non-resident state.
8. As part of the resident licensing process pursuant to applicable state law, resident applicant acknowledges that the submission of his or her fingerprint record will be submitted to a secured centralized repository maintained by the National Association of Insurance Commissioners ("NAIC") as authorized by the state insurance department pursuant to a memorandum of understanding between participating state insurance departments and the NAIC. The resident applicant acknowledges the fingerprint record will be stored at the NAIC and transmitted to law enforcement agencies for the purpose of determining Applicant's qualification for licensure.

Month Day Year

Original Applicant Signature

Full Legal Name (Printed or Typed)

## MISSISSIPPI PRODUCT TEST

Name: \_\_\_\_\_

Associate Number: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

1. Under what conditions are criminal charges covered under Title III?  
\_\_\_\_\_
2. Appeals are covered under what Title(s) of the contract?  
\_\_\_\_\_
3. Divorce related matters are covered under what Title(s) of the contract?  
\_\_\_\_\_
4. When can a person market a membership in the state of Mississippi?  
\_\_\_\_\_
5. In the first year of membership, a maximum of \_\_\_\_\_ hours will be provided at no additional charge for any and all legal services rendered in defense of the covered lawsuit prior to the actual trial.
6. Name the subsidiary company of Pre-Paid Legal Services, Inc. that operates in the state of Mississippi?  
\_\_\_\_\_
7. What is the maximum benefit available for assistance with a covered audit?  
\_\_\_\_\_
8. When does coverage under Title II begin?  
\_\_\_\_\_
9. How many hours of assistance are available to defend a charge of negligent homicide?  
\_\_\_\_\_
10. What is the cost of the annual will review for the named member?  
\_\_\_\_\_
11. A \_\_\_\_\_ page document may be reviewed by the provider attorney at no additional charge.
12. How many hours of legal research are available, if needed, at no additional charge?  
\_\_\_\_\_
13. If a member moves to another state, what happens to their membership?  
\_\_\_\_\_

- 14. Income tax evasion is covered under what Title(s) of the contract?  
\_\_\_\_\_
- 15. Drug or alcohol related charges are covered under what Title(s) of the contract?  
\_\_\_\_\_
- 16. As stated in the membership contract, a licensed motor vehicle is defined as  
\_\_\_\_\_
- 17. What must a member do to cancel the membership?  
\_\_\_\_\_
- 18. The contract provides services within what countries?  
\_\_\_\_\_
- 19. A member is plaintiff in a lawsuit, under what Title(s) of the contract would he have coverage?  
\_\_\_\_\_
- 20. How many days must be given by the company before the contract can be changed?  
\_\_\_\_\_
- 21. Dependents are not covered under what Title(s)?  
\_\_\_\_\_
- 22. The company may cancel the contract under what conditions?  
\_\_\_\_\_
- 23. How many business related letters or phone calls are available under the contract per year, at no additional charge?  
\_\_\_\_\_
- 24. Who is covered under Title III of the contract?  
\_\_\_\_\_
- 25. Class action lawsuits are covered under what Title(s) of the contract?  
\_\_\_\_\_  
\_\_\_\_\_
- 26. You are required to have 3 hours of pre-licensing training. Please indicate the materials or courses, date, location, time and name of your instructor.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **SAMPLE CHARACTER LETTER**

February 13, 2008

Mrs. Marti Spears  
Pre-Paid Legal Services, Inc.  
PO Box 1443  
Ada, OK 74820

Dear Mrs. Spears

I have known John Doe for at least five years as a personal friend. To the best of my knowledge he has never been convicted of a felony or misdemeanor and is not currently on probation. I recommend him to sell Pre-Paid Legal Services, Inc.

Sincerely,

Jane Doe  
123 Main St.  
Somewhere, OK 45678

# NATIONAL PRE-PAID LEGAL SERVICES<sup>SM</sup> OF MISSISSIPPI, INC.

a legal service contract for

Membership #

**SAMPLE**

Dear NATIONAL PRE-PAID LEGAL SERVICES OF MISSISSIPPI, INC. Member:

In consideration of your payment of the membership fee and your abiding by the terms and conditions of this Contract and any attached endorsements, you will receive the herein contained benefits. Such benefits will be provided by attorneys designated by the Company, who are duly licensed practicing attorneys (referred to as the Provider Attorney). This Contract only covers legal matters within the State of the Named Member's primary residence, EXCEPT the Provider Attorney will secure and pay for the services of any attorney licensed to practice law in the jurisdiction in which the Covered Person's problem arises and whereby the Covered Person will receive needed services which will be rendered pursuant to the terms of this Contract. Should the Named Member move to another state, the Company, at its option, may transfer the Named Member's contract to one available in that state.

## TITLE I: LEGAL CONSULTATION AND LEGAL ASSISTANCE SERVICES

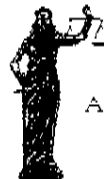
A. The Covered Person may receive unlimited toll-free telephone consultations concerning any legal matter, be it personal and/or business, to the extent that the Provider Attorney deems it necessary to adequately advise the Covered Person on the legal matter. Additionally if, in the Provider Attorney's judgment, the legal matter cannot be adequately addressed during the telephone consultation, the Provider Attorney will provide up to one (1) hour of legal research concerning the matter at no additional charge. For this consultation and advice, the Covered Person may call the appropriate telephone number listed on the membership card during regular office hours, except on holidays.

B. If the consulting Provider Attorney in his/her sole discretion, determines from the toll-free consultation with the Covered Person that either a telephone call or a letter would be of further assistance to the Covered Person, then in that event, the first such letter or telephone call for each non-related personal legal subject matter per membership year will be written or made on behalf of the Covered Person at no additional charge. The Covered Person is also entitled to a maximum of two (2) such letters or phone calls per membership year on business legal matters with no more than one per subject matter. Any additional telephone calls or letters from the Provider Attorney after the first one per subject per membership year will be provided at a discount of twenty-five percent (25%) from the Provider Attorney's standard hourly rate.

C. The Covered Person may have reviewed by the Provider Attorney at no additional charge, any personal legal document of ten (10) pages or less in which the Covered Person is a contracting party. Additionally, the Covered Person may have reviewed one (1) business legal document of ten (10) pages or less, per membership year, in which the Covered Person is signing on behalf of the business. The Provider Attorney will review the document and thereafter advise the Covered Person by telephone.

D. The Named Member is entitled to have his/her Last Will and Testament prepared according to his/her testamentary desires and needs, at no additional charge, by the Provider Attorney. Any other Covered Person shall be entitled to have his/her Last Will and Testament prepared according to his/her testamentary desires and needs, upon the advance payment to the Provider Attorney of Twenty Dollars (\$20) for each Will. Any Covered Person desiring a Last Will and Testament should complete a copy of the attached Will Questionnaire, and return it by mail to the Provider Attorney. Execution and storage of any Last Will and Testament shall be the sole responsibility of the Covered Person (Testator).

E. The Named Member shall be entitled once during each membership year, at no additional charge, to have the Provider Attorney review his/her Last Will and Testament to make any changes thereto which are necessary at that time to continue to satisfy the testamentary desires and needs of the named member. Any other Covered Person shall be entitled to an annual review of his/her Last Will and Testament with the Provider Attorney at no additional charge, but if any changes are required or necessary, they shall be done only after the Covered Person has paid the sum of Twenty Dollars (\$20) per Will to the Provider Attorney. The Named Member and Covered Person have the sole responsibility to initiate the annual review, and such review right, do not accrue from year to year.



F. Once a Covered Person has been determined to be entitled to benefits under any other Title of this Contract, the Covered Person shall communicate only with the specific attorney or attorneys handling those benefits rather than utilizing the benefits under this Title for that legal matter. This limitation is provided to facilitate the most effective representation of the Covered Person.

The Legal Consultation and Legal Assistance Services benefit is a part of and is subject to all General Provisions of this Contract.

## TITLE II: MOTOR VEHICLE RELATED BENEFITS

The benefits under this Title II are available fifteen (15) days after the effective date of this Contract. Any matter arising or reasonably anticipated or foreseeable prior to the expiration of the fifteen (15) day waiting period shall be considered a pre-existing condition and will not be covered.

If the Covered Person, while driving any licensed motor vehicle, with the express consent and permission of the owner of said vehicle, shall have a collision or be charged with a moving traffic violation, the Covered Person will be entitled to the following services, from the Provider Attorney, in the court of original jurisdiction.

- A. Defense of all moving traffic violations during the membership year.
- B. Defense of the Covered Person on any criminal charge for Manslaughter, Involuntary Manslaughter, Negligent Homicide, or Vehicular Homicide, arising from the permitted use of a motor vehicle.
- C. A total of two and one-half (2-1/2) hours of attorney time at no additional charge in each of the following situations:
  1. When the Covered Person has been denied a driver's license or a driver's license has been cancelled, suspended or revoked by the Department of Public Safety or the Department of Motor Vehicles in a situation where a right to appeal is provided by statute.
  2. When legal assistance is needed to reinstate or maintain a driver's license because of job related matters.
  3. When legal assistance is needed to reinstate or maintain a driver's license because of medical reasons.
- D. Provider Attorney will provide a Covered Person with assistance up to, but not including, the filing of a lawsuit, to collect all personal injury and property damage claims of \$2,000.00 or less for personal injuries or property damages received as a result of the Covered Person driving, riding in, or being struck by any motor vehicle or boat. Such assistance is limited to two and one-half (2-1/2) hours of attorney time per claim.

### E. Exclusions:

1. Pre-existing conditions as defined in the General Provisions of this Contract.
2. Any matter in which it is alleged that the Covered Person is under the influence of or impaired by the use of alcohol, intoxicants, controlled substances, chemicals or medicines, whether prescribed or not.
3. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.
4. Any traffic tickets received while driving a commercial vehicle with more than two (2) axes will be excluded under this benefit.
5. Hit and Run related charges, leaving the scene of an accident or similar charges.
6. Charges where the Covered Person is driving without a valid operator's license.

The Motor Vehicle Related Benefit is a part of and is subject to all General Provisions of this Contract.

## TITLE III: TRIAL DEFENSE BENEFIT

A. If the Named Member or Named Member's spouse is the named defendant in a covered civil action or in a covered criminal action as defined herein, filed in a state or federal district court, the Provider Attorney will provide benefits according to the following schedule. For the Named Member or Named Member's spouse to receive benefits under this Title III, the criminal action must be one which arises as a result of the Named Member's or Named Member's spouse's conduct within the scope of his or her legal employment.

B. During the first membership year, the benefit under this Title III shall be limited to the provision of a total of sixty (60) hours of attorney time. Of that total of sixty (60) hours, a maximum of two and one-half (2-1/2) hours will be provided at no additional charge for any and all legal services rendered in defense of the covered lawsuit prior to its actual trial, such as conferences with associated parties and their attorneys or agents, telephone conversations or other efforts to settle cases, pre-trial conferences, settlement conferences prior to trial, court appearances, interrogatories, depositions, briefs and pleadings.

Total benefits provided under the Trial Defense Benefit shall not exceed the annual aggregate per membership amount of 60 hours the first membership year.

C. In each subsequent membership year, the benefits under this Title increase as follows:

1. Second membership year: 120 hours of trial time at no additional charge, which includes 3 hours of pre-trial time at no additional charge.
2. Third membership year: 180 hours of trial time at no additional charge, which includes 3-1/2 hours of pre-trial time at no additional charge.
3. Fourth membership year: 240 hours of trial time at no additional charge, which includes 4 hours of pre-trial time at no additional charge.
4. Fifth membership year: 300 hours of trial time at no additional charge, which includes 4-1/2 hours of pre-trial time at no additional charge.

#### D. Exclusions:

1. This Title III does not cover defense of claims or charges relating to alcohol, drugs, substance abuse, chemical abuse or dependency or the use of medicines, whether prescribed or not, hit and run charges or leaving the scene of an accident.
2. This Title III covers civil actions brought against the Named member or Named Member's spouse as a result of his/her own direct acts or omissions. It does not cover any civil action against the Named Member or Named Member's spouse which arises solely as a result of the ownership, management or association with a business, partnership or corporation, including without limitation, a civil action seeking to hold the Named Member or Named Member's spouse liable for an act or omission of another, such as an employee, agent, or independent contractor.
3. This Title III provides benefits for only the Named Member and Named Member's spouse permanently residing with Named Member. Dependents are not covered by this Trial Defense Benefit.
4. This Title III does not provide for assistance in matters relating to dissolution of marriage, separation, annulment, child custody or other divorce or domestic related matters, to bankruptcy proceedings or any other matters for which benefits are provided under Titles II and IV of this Contract.
5. Class actions or interventions or amicus curiae filings or class actions filed in which the Covered Person is a party or potential party are excluded under this Title III.
6. Pre-existing conditions are excluded under this Title III. Pre-existing conditions are defined as those acts which give rise to a lawsuit which are alleged to have occurred prior to the Covered Person's enrollment, even though the lawsuit was not filed until after such date.
7. Any claim or defense which in the opinion of the Provider Attorney appears to be frivolous or groundless.
8. Any civil or criminal charge against the Covered Person while driving a commercial vehicle with more than two (2) axles will be excluded under this Title III.
9. This Title III does not cover garnishment, attachment or any other postjudgment relief action. The Provider Attorney will provide services in accordance with this Contract up to the point of final judgment by court of record.

The Trial Defense Benefit is a part of and is subject to all General Provisions of this Contract.

## TITLE IV: IRS AUDIT PROTECTION SERVICE

A. The Covered Person will receive up to fifty (50) hours of professional services at no additional charge from the Provider Attorney when he is notified in writing by the Internal Revenue Service (IRS) of an audit of his tax return or when he is requested, in writing, to appear at the offices of the IRS concerning his/her tax return.

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

C. Benefits to be provided as follows:

1. Up to one (1) hour of professional services from the Provider Attorney within the first thirty (30) days for consultation, advice and/or assistance, upon receipt of written notice from the IRS that the Covered Person's tax return is being audited or when requested in writing to appear at the offices of the IRS concerning his tax return.
2. Up to two and one-half (2-1/2) hours beginning on the thirty-first (31) day for representation at the audit and for negotiations, conferences, and telephone conversations with the attorney and/or professionals, and settlement conferences subsequent thereto, but prior to a lawsuit.
3. Up to the balance of forty-six and one-half (46-1/2) hours in professional time or services for actual trial appearance when the IRS sues the Covered Person or, after paying the disputed tax, the Covered Person sues the IRS.

D. Exclusions:

1. Garnishment, attachment or any other post-judgment relief action.
2. Class actions or interventions or amicus curiae filings.
3. Charges of tax fraud or income tax evasion.
4. Trust returns, business and/or corporate tax returns, payroll and information returns, partnerships, corporation returns or portions thereof that are included in the Covered Person's tax returns.
5. Pre-existing conditions - Those the Covered Person has been notified of by the IRS prior to the enrollment.
6. Requests by the IRS asking for additional information to be supplied by mail or telephone before written notification of an audit is received.

The IRS Audit Protection Service is a part of and is subject to all General Provisions of this Contract.

## TITLE V: ALL OTHER LEGAL WORK

The Covered Person will receive all other legal work at a twenty-five percent (25%) discount from the Provider Attorney's standard hourly rate for representation.

## GENERAL PROVISIONS

A. Covered Person Shall Include:

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

B. Licensed Motor Vehicle: Any properly licensed motor vehicle except commercial vehicles with more than two (2) axes.

**C. Pre-existing Conditions:** Pre-existing conditions under the terms of this Contract mean acts or occurrences that existed or conditions which were reasonably anticipated or foreseeable prior to the Covered Person's enrollment. Pre-existing conditions are also defined as those acts which give rise to the issuance of a citation for a moving violation and which are alleged to have occurred prior to fifteen (15) days after the effective date of this Contract, even though the citation might not be issued until after fifteen (15) days following the effective date of this Contract.

**D. Exclusions:** All acts or omissions otherwise giving rise to coverage if such acts or omissions were performed in the commission of any crime under any municipal ordinance or state or federal statute, except as otherwise specifically provided for and covered under Titles II and III of this Contract. This exclusion does not apply to legal services provided under Titles I or V of this Contract.

**E. Specific Exclusions:** The following items are specifically excluded and shall not be interpreted as included benefits:

1. Fines, court costs, penalties, expert witness fees, bonds, bail bonds, any out-of-pocket expense, and any matter which the Provider Attorney determines is raised an inordinate or unreasonable number of times without substantial change of circumstances.
2. Any person or entity who initiates or participates in a lawsuit against the Company or any of its affiliates, or is named as a defendant or respondent in a lawsuit initiated by the Company or any of its affiliates, shall be specifically excluded from receiving coverage under this Contract for services related to such lawsuit. All coverage under this Contract for services unrelated to a lawsuit either initiated by or against the Company or any of its affiliates, shall be suspended during the pendency of such lawsuit.

**F. Attorney-Client Contract:** All benefits provided under this Contract, except Title I benefits, shall be subject to the terms of an Attorney-Client Contract to be executed by the Covered Person prior to the time services are rendered, which contract may require payment of anticipated costs to the Provider Attorney to cover legal services not covered by this Contract. All determinations of anticipated costs shall be made in the sole discretion of the Provider Attorney, and eligibility for receipt of benefits hereunder is contingent upon payment of same prior to commencement of legal representation by Provider Attorney.

**G. Provider Attorney:** Provider Attorney is defined as a law firm designated by the Company to provide the benefits described in this Contract.

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

**I. Eligibility Period:** The eligibility period begins on the effective date of the Contract and terminates immediately in the event of cancellation by the Company for fraud. Should the Named Member cancel the Contract, either in writing or by non-payment of membership fees, the eligibility period shall terminate on either the date the Company receives notice of cancellation or on the due date of the last payment, provided, however, the Named Member shall have a period of twenty days from the date the cancellation notice is received, or the due date of his last payment, to make payment and retain the benefits of this Contract.

**J. Membership Year:** Membership year shall be defined as the period of time beginning on the effective date of the Contract, extending for a period of one year thereafter.

**K. Settlement of Disputes:** In the event of a dispute, the parties will agree on an impartial attorney who will decide such dispute and that decision will be binding on all parties to such dispute.

**L. Duplication of Coverage:** A Covered Person may not secure services from the Provider Attorney for the same matter under more than one Contract issued by the Company or any of its affiliates, no matter how many such contracts the Named Member owns.

**M. Change of Contract:** No change in the Contract shall be valid until approved by an officer of the Company and unless such change is endorsed on or attached to the Contract. No agent or sales associate has authority to change the Contract or to waive any of its provisions. A thirty (30) day notice will be given should there be any change in this Contract.

**N. Renewal Procedure:** The term of this Contract shall be for one year and shall automatically renew on each anniversary of the effective date unless the Company notifies the Named Member that the Contract will not be renewed. Any notice of non-renewal shall be given 30 days before the anniversary date and such notice shall state the precise reason for non-renewal.

**O. Cancellation of Contract:** In the event the Company cancels this Contract, the Named Member will receive a thirty (30) day written notice from the Company, such notice shall include the reason for cancellation. All benefits will automatically terminate at the end of the eligibility period. The Named Member may cancel the Contract at any time by giving written notice to the Company. The Named Member shall be entitled to be reimbursed by the Company the unused portion of the membership fees paid for this Contract, the amount to be calculated on a pro-rata basis over the period of the Contract. Any enrollment fees are considered earned when paid and will not be refunded should this Contract be cancelled by the member. In the event of cancellation by the Company, only those events reported in writing to the Provider Attorney or the Company during the eligibility period are covered.

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

**Q. Reinstatement Procedure:** The Company, at its option, may reinstate this Contract upon payment by the Named Member of the appropriate fee, without change in the Named Member's contract.

**R. Change in Fees:** The Company reserves the right to change the established membership fee for this membership. Changes in the membership fee will only occur after the current payment period has expired. Should the membership fee be changed, the Named Member will be given a thirty (30) day written notice at the Named Member's last known address according to the records of the Company.

**S. The Company:** Any reference to the "Company" in this Contract refers to National Pre-Paid Legal Services of Mississippi, Inc.

**T. Special Provisions:** No statement in the application for membership for this Contract shall void this Contract or be used in any legal proceeding concerning this Contract unless such application or an exact copy thereof is included in or attached to this Contract.

  
President