

Outline of Legal Assistance Plan Coverage

National Legal Office Hours and Telephone Numbers

The National Legal Office is Feldman, Kramer & Monaco, P.C., 330 Vanderbilt Motor Parkway, Hauppauge, NY 11788. The law office can be reached by telephone Monday through Friday from 9 a.m. to 5 p.m. (EST) at 800-832-5182. The office is closed on Saturdays, Sundays and holidays. The Legal Plan emergency hotline for incarcerations or detentions, is 800-292-8063. Please note that our legal services are available locally from the national network of referral attorneys who are under contract to the National Legal Office.

Plan Benefits

The following is a brief outline of Plan benefits (“Outline of Coverage”). Please consult the appropriate section of this Outline for limitations and detailed explanation.

- Unlimited telephone advice and consultation with an attorney from the National Legal Office.
- Simple will, living will, health care proxy and power of attorney every three years (any combination of these four documents, not to exceed a total of four documents, for the Covered Participant and/or spouse or domestic partner).

How to Use the Plan Most Effectively

1. All requests for Legal Services in connection with each new legal matter must be directed to the National Legal Office.
2. Contact the National Legal Office before you sign any document or make any decision that may affect your conduct and have any legal consequences.
3. Always obtain a copy of anything you sign.
4. Always keep copies of contracts, bills, receipts, and other documents in a safe place so they are available if you need them.
5. If you receive litigation or legal papers in the mail, contact the National Legal Office immediately for advice.
6. If you have any doubts about the advice given to you by someone who sought to gain some benefit from you, contact the National Legal Office first, before you enter into any commitment.
7. Have patience! The legal process sometimes moves slowly. Rest assured that although you may not receive results as quickly as you might expect, your attorney is doing all that is possible within the legal system and will keep you informed periodically of the status of the matter.

Confidentiality

All attorneys must follow certain rules, which are called the “Code of Professional Responsibility.” These rules require total dedication to the interest of the client, with zeal in advocacy on the client’s behalf. These rules also require that a client’s information be kept in the strictest of confidence. Thus, you have the advantage of dedication, determination, and the full defense of your rights, while at the same time, only the attorneys and staff at the law office will know anything about your legal situation.

No matter what type of case you may have, your lawyer cannot serve your interest without having all the facts. To permit your lawyer to advise and represent you adequately, you should completely inform the attorney of all aspects of your situation, unfavorable as well as favorable.

Your lawyer must see all the documents, papers, contracts, leases, or receipts and bills that you have in your possession relating to the legal matter at hand. These documents will be taken care of by your lawyer

and will not be misplaced or destroyed, however, it is advisable to maintain copies of any information that you give your attorney.

An Attorney's Professional Responsibility

The attorney's services shall be provided in accordance with the professional and ethical standards required of attorneys. In providing such legal services, the attorneys shall adhere to the rules of the Plan as established herein, but shall receive no further instructions, direction, or interference from any contributing employer, any officer or agent of the union, or any Trustee or employee of the NYSUT Member Benefits Trust. The National Legal Office's attorneys' obligations and relations as attorneys shall be exclusively with their clients. They shall maintain the confidentiality of the attorney-client relationship in accordance with applicable canons of legal ethics and Rules of Professional Conduct.

They shall refuse to provide services in any matter that they believe to be clearly without merit, repetitious or frivolous, or in which representation would be unethical, improper or inadequate.

Definition of Terms

Administrator and Contract Holder – NYSUT Member Benefits Trust, 800 Troy-Schenectady Road, Latham, New York 12110-2455, (800) 626-8101.

Covered Dependent(s) – The Covered Participant's spouse or domestic partner, the Covered Participant's unmarried dependent children or the Covered Participant's domestic partner's unmarried dependent children (including stepchildren and legally adopted children) under the age of nineteen (19) years or under the age of twenty-five (25) years if they are wholly dependent upon the Covered Participant for support and maintenance and are enrolled as full-time students in educational institutions; and the Covered Participant's parents, provided such parents are wholly dependent upon the Covered Participant for their own support and maintenance.

Covered Individual – Either the "Covered Participant" and/or "Covered Dependent(s)" as defined herein.

Covered Participant – The eligible NYSUT member as determined by NYSUT Member Benefits Trust.

Power of Attorney – A Power of Attorney enables a grantor to appoint an agent(s) to manage one's financial affairs. It is effective immediately after signing regardless of the health of the grantor. It can be revoked by the grantor at any time. This document gives the agent(s) full control over the grantor's assets and holdings. Possession of this document eliminates the need for a court-appointed guardian in the event of the subsequent incapacity of the grantor.

Health Care Proxy – This document enables an individual to appoint an agent to carry out their wishes regarding medical treatment options. Additionally, a Health Care Proxy contains direction regarding organ donation. A Health Care Proxy eliminates the need for a court-appointed guardian for health issues should one become incapacitated.

Legal Service Plan Agreement – The actual contract between NYSUT Member Benefits Trust and the National Legal Office, including all endorsements, riders or amendments thereto, as well as the Agreement of Trust entitled "National Legal Office Agreement."

Living Will – This document enables an individual to express their wishes regarding end-of-life treatment options such as artificial hydration, tube feeding, or other life-sustaining measures.

Reciprocal Documents – Documents (e.g., simple will, health care proxy) made by spouses or domestic partners in which they make identical provisions in favor of each other.

Simple Will – Will providing for the proceeds of the estate to be distributed to specifically named beneficiary(ies) outright and, not in trust, with an alternate disposition in the event that the primary beneficiary(ies) predeceases the Testator(trix).

Staff Attorney – An attorney who provides telephone advice, consultation and other legal services from the National Legal Office.

All legal terminology in this Outline is utilized by New York state courts and statutes. Comparative terms will be applied and substituted as necessary in other states.

Legal Benefits

There are no legal benefits or services provided by this Plan that are not stated in this Outline of Coverage.

1. Unlimited Telephone Advice and Consultation with a National Legal Office Attorney – if in the opinion of the National Legal Office the subject of the legal matter is of such scope and sufficient simplicity to lend itself to a clear understanding between an attorney and Covered Individual and, in the opinion of the National Legal Office, the best interest of the Covered Individual is served, the Staff Attorney, in their sole discretion, may dispense counsel and advise the Covered Individual through telephone consultation. *Please Note: This benefit only applies to the National Legal Office.*

All contact between a Covered Individual and the National Legal Office must originate by way of a telephone call from the Covered individual to the National Legal office. The National Legal Office can be reached from any location within the continental United States by dialing the telephone numbers listed in this Outline of Coverage.

2. Legal Security Package. The Covered Participant is entitled to one (1) Legal Security Package (LSP) per three-year period. The LSP contains forms required to prepare a simple will, living will, health care proxy and power of attorney. A Covered Participant or their spouse or domestic partner are entitled to any combination of the legal documents within the LSP not to exceed a total of four documents. For example, a Covered Participant and spouse or domestic partner may each request a will and power of attorney. Alternatively, a Covered Participant may request all four documents for themselves. You may obtain an LSP by printing it from the Administrator's website at memberbenefits@nysut.org, click on the Legal & Financial tab at the top of the page. If you do not have internet access, contact the Administrator at (800) 626-8101 and an LSP will be sent to you.

Termination of Benefits

A Covered Individual's eligibility will be considered terminated if:

1. They are no longer considered an eligible member and therefore do not qualify for the Plan as determined by the Plan Administrator, NYSUT Member Benefits Trust.
2. National Legal Office may terminate coverage in the event a Covered Individual is abusive to any staff members at National Legal Office.

Terms and Conditions

Benefits are provided under the following conditions:

1. All requests for legal services in connection with each new legal matter must first be directed to the National Legal Office.
2. All legal services must be for personal benefit of the Covered Individual or, in the case of a business matter, Covered Individual must be a shareholder or member of the business entity.

Exclusions

All Covered Participants should know that if the Plan's attorneys have consulted with any opposing party, that may create a conflict of interest situation precluding the National Legal Office from providing advice to a Covered Participant.

The following items are specifically excluded and shall not be interpreted as included benefits, and no Covered Individual shall be entitled to receive an excluded benefit or service:

1. Any legal matter arising outside the continental USA.
2. Exclusions applicable to the National Legal Office – Any case, item, matter, or service that, in the opinion of the National Legal Office and Staff Attorney, cannot be adequately or properly handled by such Staff Attorney exclusively by use of the telephone or United States mail.
3. Exclusions applicable to the National Legal Office:
 - (a) Any case, item, matter, or service involving an adversary relationship between parties or implied parties to the Legal Service Plan Agreement, including, but not limited to: Covered Individual, Contract Holder, any organization affiliated with Contract Holder or any organization with which Contract Holder is affiliated, Staff Attorney, National Legal Office, Administrator, Trustees of the Plan, Covered Individual's collective bargaining representative, or Covered Individual's employer, and any case, item, matter, or service arising out of an employer-employee relationship (except as specifically set forth herein).
 - (b) Any other matter where, in National Legal Office's sole opinion, a conflict exists or where consultation is otherwise inappropriate.
 - (c) Any matters relating to proprietorship, partnership, corporations, or any business venture where the matter relates to the rights of liability of the business entity itself instead of Covered Individual. Matters relating to Federal Court, patent, copyright, trademark, Securities Exchange Commission, tax matters, immigration or naturalization, admiralty, pensions, foreign laws, or other specialized areas of law.
 - (d) Fines, court costs, penalties, expert witness fees, telephone, postage, photocopy costs, disbursements, and other related expenses are not covered by the Plan and shall be paid by the Covered Individual.

Grievance and Arbitration

In the event that any controversy or complaint arises in connection with the terms and procedures contained in this Outline of Coverage involving the National Legal Office, Administrator, Contract Holder, Covered Individual or any combination thereof, the following procedures should be followed.

FIRST: Fully exhaust all possibilities of resolving the dispute with the other party or parties involved. When all such possibilities have been exhausted, a Covered Individual may then

SECOND: Notify the Grievance Department of the National Legal Office, c/o Feldman, Kramer & Monaco, P.C., 3300 Vanderbilt Motor Parkway, Hauppauge, NY 11788, in writing, as to the nature of the dispute and all of the relevant particulars. In the event that the Grievance Department of the National Legal Office is unable to effectuate a satisfactory resolution, the Covered Individual may then

THIRD: Appeal to the office of the Administrator for its help toward resolving the complaint or Controversy by writing to NYSUT Member Benefits Trust, 800 Troy-Schenectady Road, Latham NY 12110. In the event that the Administrator is unable to effectuate a satisfactory resolution, the Covered Individual may then

FOURTH: Initiate the submission of the complaint or controversy to binding arbitration in accordance with the current commercial arbitration rules of the American Arbitration Association. The arbitrator or arbitrators shall have the power to decide any dispute among the parties and individuals involved concerning the application or interpretation of the terms of this Outline of Coverage and the performance thereunder.

The decision of the arbitrator or arbitrations is final and binding. However, the arbitrator or arbitrators shall have no power to change or add to the provisions of this Outline of Coverage. Each disputing party shall pay an equally proportionate share of the cost of arbitration, including the fees of the arbitrator (except attorneys' fees and costs).

In the event that the National Legal Office shall be a party included in any such arbitration, the venue for such arbitration shall be the office of the American Arbitration Association that is nearest to the National Legal Office. In addition to the above grievance procedure, a Covered Individual has the option of presenting a dispute to a Bar Association or other lawyer disciplinary forum.

Statement of ERISA Rights

The Statement of ERISA Rights as set forth in Section 30.01 of Article 30 of the Summary Plan Description for the NYSUT Member Benefits Trust is hereby incorporated by reference.

Note

All the information and comments printed in this Outline of Coverage are for your information and guidance only. The Legal Assistance Plan's benefits may be changed, amended or modified from time to time at the direction of the Trustees. Nothing contained in this document may be used as a basis for any claim whatsoever against the Trustees of NYSUT Member Benefits Trust.

The Legal Assistance Plan provided through Feldman, Kramer & Monaco, P.C. is a NYSUT Member Benefits Trust (Member Benefits)-endorsed program. Member Benefits acts as your advocate; please contact Member Benefits at (800) 626-8101 if you experience a problem with any endorsed program.

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