

Metropolitan General Insurance Company
700 Quaker Lane, Warwick, RI 02886

Group Legal Services Plan
Policy of Insurance

This is a policy of group legal services insurance by and between the Policyholder and Metropolitan General Insurance Company (Metropolitan), a Rhode Island company with its principal place of business at 700 Quaker Lane, Warwick, Rhode Island, 02886.

In return for the payment of Participation Fees, Metropolitan will provide the insured services described in this policy.

Signatures

The undersigned, being authorized to do so and having reviewed this policy, execute it agreeing to its terms and intending to be bound on the Effective Date.

ADP TotalSource, Inc.

METROPOLITAN GENERAL INSURANCE COMPANY

By:



President



Secretary

Date: June 1, 2024

Administrative services are provided under this policy by MetLife Legal Plans, Inc. ("**MetLife Legal Plans**"), a Delaware Corporation and an affiliate of Metropolitan General Insurance Company. Any reference to MetLife Legal Plans is as the Administrator of the Plan.

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Definitions

As used in this policy, defined terms will have the meanings specified whenever they appear with initial capitalization. The plural use of a term defined in the singular will share the same meaning. In addition, other defined terms can be found in the Declarations Pages attached to this policy.

Policyholder means the Policyholder listed in the Declarations Pages.

Covered Legal Services means those legal services listed in the Declarations Pages and described in the Covered Legal Services Schedule.

Participant means a Plan Member, and if Dependent coverage is in effect, such Plan Member's Dependents as defined in the Declarations Pages.

Legal Services Plan or Plan means this policy which provides insurance for Covered Legal Services.

Metropolitan means Metropolitan General Insurance Company.

Plan Member means an Eligible Employee who participates in the Plan.

Plan Attorney means an attorney who has contracted with Metropolitan or the Administrator to provide Covered Legal Services.

We, Us and **Our** means the Administrator.

Plan Participation

This is a Contributory plan. This means that Plan Members pay all or part of the Participation Fees set forth in the Declarations Pages in order to participate in the Plan. The Policyholder must offer participation in this Plan to Eligible Employees at least once in each Plan Year. Eligible Employees may enroll or re-enroll in the Plan during the enrollment period as established by the Policyholder. Eligible Employees who choose to participate in the Plan agree to do so for the full Plan Year. Persons who become Eligible Employees or experience a Qualifying Event during the Plan Year will be offered enrollment in the Plan for the remainder of the Plan Year.

The Policyholder must provide the Administrator with a list of Plan Members at times and in a form agreed upon by the Policyholder and the Administrator. The Policyholder will make all decisions regarding whether a person is an Eligible Employee or a Plan Member. The Administrator and Metropolitan may accept and rely on such decisions.

Participation in this Plan may not be required as a condition of employment and no employee may be discriminated against or coerced for failure to participate.

Certificate

Metropolitan will provide the Policyholder with a certificate to deliver to Plan Members. This certificate will outline the provisions of the insurance and describe the Covered Legal Services provided under this policy.

Participation Fees

In consideration of the insurance provided under this Plan, the Policyholder must pay Participation Fees to the Administrator. Participation Fees must be remitted in the amount and frequency set forth in the Declarations Pages. The Policyholder may request in writing to change the frequency of payment. Any change in the frequency of payment must be approved by the Administrator in writing.

Grace Period

The Policyholder will have a Grace Period of 31 days to remit the Participation Fees that become due. During the Grace Period, this policy will continue in effect. If the Participation Fees remain unpaid at the end of the Grace Period, this policy will terminate. Termination will be effective at 12:01 a.m. on the 32nd day following the due date for which

Participation Fees remain unpaid. In any case, the Policyholder will remain liable for the pro-rata portion of all Participation Fees which accrue for the period this policy is in effect.

Covered Legal Services

Covered Legal Services will be provided to Participants by Plan Attorneys unless a Participant chooses to use a non-Plan Attorney.

If Covered Legal Services are provided by a non-Plan Attorney, payment will be made in accordance with the amounts set forth in the Non-Plan Attorney Fee Schedule as maintained by MetLife Legal Plans. However, in no event will an amount greater than the sum of the legal fees actually incurred be paid. Once the Participant notifies MetLife Legal Plans that they intend to use a non-Plan Attorney, MetLife Legal Plans will provide the Participant with a claim form and informational material including a Non-Plan Attorney Fee Schedule.

If a Plan Member has an adverse interest in a matter involving one or more other Plan Members and Covered Legal Services are provided, each Plan Member will be given independent and separate counsel.

If Dependent coverage is provided under the Plan and a Plan Member for whom such coverage is in effect has a right to receive Covered Legal Services involving a Dependent as an adversary, then the Plan will provide services for the Plan Member only.

A Plan Attorney may not request or accept additional compensation of any nature from Participants for the provision of Covered Legal Services, except for payments required to be made to third parties. The Participant is responsible for the payment of all amounts due to third parties.

The Advice and Consultation services described in the Covered Legal Services Schedule will be the **only** service provided for a matter not otherwise included as a Covered Legal Service and not listed in the Exclusion section.

Complaints may be directed to the Florida Bar at Internet website: membershiprecords@floridabar.org or Phone: 1-850-561-5600. The complaint will be resolved during the call or through the intervention of a representative who will contact the Plan Attorney and Policyholder to resolve the matter in most cases within 72 hours.

Nothing contained in this policy is intended to interfere with any Participant's freedom of choice in the selection of an attorney or with the direct attorney-client relationship.

Metropolitan will be liable for payment to Plan Attorneys, on behalf of the Participant, for providing Covered Legal Services.

Exclusions

Covered Legal Services will not be provided for:

- Appeals or class actions.
- Transactions involving:
 - farms or businesses;
 - rental property when a Participant or the Policyholder is the landlord except for coverages that explicitly apply to rental properties;
 - patent, trademark or copyright law; or
 - property held for investments or rental.
- Any matter involving a dispute or proceeding with:
 - the Policyholder or any of its affiliates as an adverse party;
 - any employee benefit or benefit plan the Policyholder has established; or
 - Metropolitan or its affiliates, the Administrator or any Plan Attorney as an adverse party.
- Any employment related matter.

- Any matter for which an attorney-client relationship arose before a Participant became eligible for the Covered Legal Services under the Plan.
- Amounts due third parties such as:
 - court costs, filing fees or recording fees;
 - fines;
 - judgments;
 - witness fees; or
 - transcripts.
- Any matter deemed to be frivolous, harassing, or in contravention of the rules of ethical conduct governing attorneys.

Entire Contract

This policy, the Declarations Page, the certificate and any attached schedules, endorsements, exhibits, and amendments constitute the entire contract. Any statement made by the Policyholder in obtaining this coverage will be deemed to be a representation and not a warranty. No such statement will be used to void this policy or as a defense to any claim for services provided under it.

End Of Insurance Provided By This Policy

1. Upon providing the required notice of intent to end this policy as described in Declarations Pages, this policy and the insurance provided under it may be terminated by either party on any Renewal Date.
2. Subject to the Grace Period, this policy and the insurance provided under it will be terminated if the Policyholder fails to remit Participation Fees when due.

End Of Insurance Coverage For A Plan Member Or Dependent

1. Insurance coverage provided to an individual Plan Member will end upon the first of the following to occur:
 - the date this policy terminates;
 - the last day of the month in which the Plan Member ceases to be an Eligible Employee;
 - the first day of the plan year for any year in which the Plan Member is not enrolled; or
 - the first day of the month following the due date for which the Plan Member fails to pay the Plan Member's Participation Fee.
2. Insurance coverage provided to a Dependent of a Plan Member will end upon the first of the following to occur:
 - the date the Plan Member's coverage ends;
 - the first day of the month following the due date for which the Plan Member fails to pay for the cost of Plan Member's Dependent coverage; or
 - the date the Dependent ceases to be a Dependent of a Plan Member.

When coverage for a Participant ends, services that would begin after the date such coverage ends will not be covered. However, services will continue for any matter where:

- Covered Legal Services were provided for such matter prior to the end of insurance; and
- such matter was open and pending when such coverage ended.

Additional Policyholder Responsibilities

The Policyholder is responsible for any filings required of the Policyholder by:

- the Internal Revenue Service;
- the Department of Labor or any federal agency; or

- any agency of a state government claiming jurisdiction over the Policyholder.

Upon request, the Administrator or Metropolitan will provide to the Policyholder information they possess that the Policyholder needs to make such required filings.

Metropolitan and the Administrator will indemnify and hold the Policyholder harmless against any claim, judgment or liability resulting from any alleged professional negligence or misconduct on the part of Plan Attorneys in providing Covered Legal Services under the Plan or resulting from any alleged negligence or misconduct on the part of Metropolitan or the Administrator in the performance of or omission of any responsibility assumed by Metropolitan or the Administrator under this policy.

Unless otherwise prohibited by law, the Policyholder will indemnify and hold Metropolitan and the Administrator harmless against any claim, judgment, or liability resulting from any alleged negligence or misconduct by the Policyholder in the performance of or omission of any responsibility the Policyholder has agreed to assume under this policy.

The Policyholder will also allow and/or facilitate ongoing communications and promotion of the Plan to all Eligible Employees, via mail or digitally, as often as MetLife deems appropriate, or as otherwise agreed between the parties.

Assignability

This policy may not be assigned.

Changes

No change to this policy will be valid unless approved by an officer of Metropolitan General Insurance Company. Changes requiring the agreement of Metropolitan and the Policyholder must be signed by an officer of the Policyholder and by an officer of Metropolitan General Insurance Company. Each change must be in writing and must be endorsed on or attached to this policy.

No agent, broker, or sales representative may make any change in this policy or waive any of its provisions.