



**METLAW®**

**SUMMARY PLAN DESCRIPTION**

FOR

**University of Rochester**

Smart. Simple. Affordable.

**Hyatt Legal Plans**

**A MetLife Company**

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## INTRODUCTION

MetLaw® was established to provide personal legal services for eligible Company employees, their spouses/domestic partners and dependent children. This summary provides general information about the Plan, who is eligible to receive benefits under the Plan, what those benefits are, how to obtain benefits and what your rights under ERISA are. If you have any questions that are not answered, please contact the Office of Total Rewards at 585-275-2084 or [totalrewards@rochester.edu](mailto:totalrewards@rochester.edu).

Hyatt Legal Plans, Inc. has been selected to provide legal plan benefits. The services will be provided through a panel of carefully selected Participating Law Firms. Lawyers in this network are called Plan Attorneys. These arrangements are described in detail in this summary. The actual provisions of the Plan are set out in a written document maintained by the University of Rochester. All statements made in this booklet are subject to the provisions and terms of that document, which control in the event of conflict with this summary.

## ELIGIBILITY

To be eligible for legal services under The Legal Services Plan, you must have included the Plan in your benefits selection. All regular, actively at work, full-time and part-time faculty and staff,\* residents and fellows and retirees are eligible. You are eligible to enroll in the Plan for yourself and, for some cases, your eligible dependents.

Dependents include your current spouse, if the marriage was valid in the state or country where it was performed, your eligible domestic partner, your children up through the end of the month in which they turn 26, your domestic partner's children up through the end of the month in which they turn 26, or your children who are handicapped prior to age 26 and are dependent on you for support.

Your children include: biological children, legally adopted children, stepchildren, children who are placed with you by an authorized placement agency or by judgement, decree, or other order of any court of competent jurisdiction.

An employee's domestic partner can have the same or opposite gender as the employee. The employee and his/her domestic partner must satisfy all of the following criteria:

- Have an exclusive mutual commitment, similar to that of marriage;
- Are each other's sole domestic partner and intend to remain so indefinitely;
- Neither partner is legally married under a marriage recognized by state or federal law;
- Are not related by blood to a degree of closeness which would prohibit legal marriage in the state in which the partners legally reside;
- Are at least eighteen (18) years of age and are legally competent to contract;
- Are currently residing together and have resided together in a common household for at least six consecutive months and intend to reside together indefinitely. The residency requirement can be suspended for up to 12 months when a spouse or partner resides in a different geographical area on a temporary basis.
- At least six months have elapsed since the Office of Total Rewards has received a Statement of Termination of Domestic Partnership from either partner; and
- Share joint responsibility for the partners' common welfare and financial obligations demonstrated by:

\*Postdocs are not eligible for The Legal Services Plan.

- a) The existence of a domestic partner agreement (a qualifying domestic partnership agreement is a legally binding agreement between two individuals creating personal and financial interdependence, i.e. joint and several liability for each other's debts and expenses, responsibility for mutual care, etc.); and
- b) At least two other items showing joint responsibility, such as joint bank accounts, joint deed, mortgage agreement or lease, joint credit account or other liability, joint ownership of a motor vehicle, designation of domestic partner as primary beneficiary for life insurance or retirement contract(s), designation of domestic partner as primary beneficiary of will, durable power or health care power of attorney, co-parenting agreement or adoption agreement.

## **WHAT SERVICES ARE COVERED**

MetLaw® entitles you and your eligible dependents to receive certain personal legal services. The available benefits are very comprehensive, but there are limitations and other conditions, which must be met. Please take time for yourself and your family to read the description of benefits carefully.

**All benefits are available to you and your spouse/domestic partner and dependents, unless otherwise noted.**

**See Appendix A.**

### **Exclusions**

Excluded services are those legal services that are not provided under the plan. No services, not even a consultation, can be provided for the following matters:

- Employment-related matters, including company or statutory benefits
- Matters involving the employer, MetLife® and affiliates, and plan attorneys
- Matters in which there is a conflict of interest between the employee and spouse or dependents in which case services are excluded for the spouse and dependents
- Appeals and class actions
- Farm, business or investment matters, and matters involving property held for investment or rental or issues when the Participant is the landlord
- Patent, trademark and copyright matters
- Costs or fines
- Frivolous or unethical matters
- Matters for which an attorney-client relationship exists prior to the Participant becoming eligible for plan benefits

## **COST OF THE PLAN**

For active employees, the cost of the Plan is \$18.50 per month. You pay the cost of the Plan through after-tax payroll deductions, based on your pay frequency (bi-weekly hourly-\$9.25, semi-monthly-\$9.25 or monthly-\$18.50). For retirees, enrollment is prepaid for the entire plan year.

## **ENROLLMENT**

Eligible employees may enroll online at [www.YOURBenefitsExtras.com](http://www.YOURBenefitsExtras.com). During the University of Rochester's annual open enrollment period, you can enroll, update or cancel your benefits selection. If you are a newly eligible employee, you can elect to participate in the Legal Plan within 30 days of employment. You will be enrolled in the Plan for the remainder of the plan year and your coverage will roll into another plan year unless you cancel during the open enrollment period.

## **WHEN COVERAGE BEGINS**

Generally, Plan coverage becomes effective on January 1 for elections made during open enrollment.

If you were hired or become newly eligible after an open enrollment period, and enroll by the 15<sup>th</sup> of the month, coverage will be effective the 1<sup>st</sup> of the following month. If you enroll on the 16<sup>th</sup>-30<sup>th</sup>/31<sup>st</sup>, coverage will be effective the 1<sup>st</sup> of the second following month.

## **HOW TO GET LEGAL SERVICES**

### **Website**

To use MetLaw® visit the Hyatt Legal Plans' member website at [members.legalplans.com](http://members.legalplans.com). To login, enter the last four digits of your Membership Number and Zip Code. Your Membership Number will be provided to you by Hyatt Legal Plans upon enrollment. After you login you will jump to a page that is specific for member services. On this page you can choose the following options:

- How Do I Use the Plan?
- Covered Services
- Attorney Locator
- Obtain Case Number
- Life Guide
- Self-Help Documents/Forms

### **Client Service Center**

You may also use MetLaw®, by calling Hyatt Legal Plans' Client Service Center at **1-800-821-6400** Monday – Friday 8 a.m. to 8 p.m., Eastern Time. Be prepared to give your Membership Number and Zip Code. If you are a spouse/domestic partner or an eligible dependent child of an eligible person, you will need the Membership Number and Zip Code of the employee through whom you are eligible. The Client Service Representative who answers your call will:

- Verify your eligibility for services;
- Make an initial determination of whether and to what extent your case is covered (the Plan Attorney will make the final determination of coverage);
- Give you a Case Number which is similar to a claim number (you will need a new Case Number for each new case you have);
- Give you the telephone number of the Plan Attorney most convenient to you; and
- Answer any questions you have about the Legal Plan.

You then call the Plan Attorney to schedule an appointment at a time convenient to you. Evening and Saturday appointments are available.

If you choose, you may select your own attorney. Also, where there are no Participating Law Firms, you will be asked to select your own attorney. In both of these circumstances, Hyatt Legal Plans will reimburse you for these non-Plan attorneys' fees in accordance with a set fee schedule.

For services to be covered, you or your eligible dependents must have obtained a Case Number, retained an attorney and the attorney must begin work on the covered legal matter while you are an eligible member of the legal plan.

## **WHEN COVERAGE ENDS**

Your ability to receive legal services under the Plan ends if you are no longer an eligible employee or if you choose to cancel coverage during future open enrollment periods.

If you change to an ineligible status (Leave of Absence, Long-Term Disability, Layoff, Worker's Compensation or NYS Paid Family Leave), coverage for the Plan is suspended. If you return actively at work, your coverage will be reinstated at that time.

If you retire or terminate employment with the University of Rochester, the Plan will cover the legal fees for those covered services that were opened and pending during the period you were enrolled in the plan. Of course, no new matters may be started after you become ineligible.

If you wish to continue your legal plan benefit after retiring or terminating employment with the University of Rochester, you must enroll for portable enrollment within 30 days of your last day of employment. To apply for portable enrollment, an employee needs to call Hyatt's Client Service Center at 1-800-821-6400, Monday-Friday (8am – 8pm ET). A highly trained Client Service Representative will assist you in the application process. Enrollment is prepaid via remittance of a lump sum payment equal to your legal plan's monthly rate times 30 months ( $\$18.50 \times 30 \text{ months} = \$555.00$ ). Portable enrollments will remain effective for a 30 month period and refunds will not be issued.

## **AMENDMENT OR TERMINATION**

While the University of Rochester expects to continue to offer participation in the Legal Service Plan, it reserves the right to amend, or terminate the Plan at any time. If the Plan is terminated, all covered services then in process will be handled to their conclusion under the Plan.

## **ADMINISTRATION AND FUNDING**

The Legal Service Plan is provided for and administered through a contract with Hyatt Legal Plans, Inc. Hyatt Legal Plans makes all determinations regarding attorneys' fees and what constitutes covered services. All contributions collected from employees electing this coverage are paid to Hyatt Legal Plans, Inc.

## **PLAN CONFIDENTIALITY, ETHICS AND INDEPENDENT JUDGMENT**

Your use of the Plan and the legal services is confidential. The Plan Attorney will maintain strict confidentiality of the traditional lawyer-client relationship. The University of Rochester will know nothing about your legal problems or the services you use under the Plan. Plan administrators will have access only to limited statistical information needed for orderly administration of the Plan.

No one will interfere with your Plan Attorney's independent exercise of professional judgment when representing you. All attorneys' services provided under the Plan are subject to ethical rules established by the courts for lawyers. The attorney will adhere to the rules of the Plan and he or she will not receive any further instructions, direction or interference from anyone else connected with the Plan. The attorney's obligations are exclusively to you. The attorney's relationship is exclusively with you. Hyatt Legal Plans, Inc., or the law firm providing services under the Plan is responsible for all services provided by their attorneys.

You should understand that the Plan has no liability for the conduct of any Plan Attorney. You have the right to file a complaint with the state bar concerning attorney conduct pursuant to the Plan. You have the right to retain at your own expense any attorney authorized to practice law in this state.

Plan attorneys will refuse to provide services if the matter is clearly without merit, frivolous or for the purpose of harassing another person. If you have a complaint about the legal services you have received or the conduct of an attorney, call Hyatt Legal Plans at **1-800-821-6400**. Your complaint will be reviewed and you will receive a response within two business days of your call.

## **OTHER SPECIAL RULES**

In addition to the coverages and exclusions listed, there are certain rules for special situations. Please read this section carefully.

**What if other coverage is available to you?** If you are entitled to receive legal representation provided by any other organization such as an insurance company or a government agency, or if you are entitled to legal services under any other legal plan, coverage will not be provided under this Plan. However, if you are eligible for legal aid or Public Defender services, you will still be eligible for benefits under this Plan, so long as you meet the eligibility requirements.

**What if you are involved in a legal dispute with your dependents?** You may need legal help with a problem involving your spouse/domestic partner or your children. In some cases, both you and your child may need an attorney. If it would be improper for one attorney to represent both you and your dependent, only you will be entitled to representation by the plan attorney. Your dependent will not be covered under the Plan.

**What if you are involved in a legal dispute with another employee?** If you or your dependents are involved in a dispute with another eligible employee or that employee's dependents, Hyatt Legal Plans will arrange for legal representation with independent and separate counsel for both parties.

**What if the court awards attorneys' fees as part of a settlement?** If you are awarded attorneys' fees as a part of a court settlement, the Plan must be repaid from this award to the extent that it paid the fee for your attorney.

## **DENIAL OF BENEFITS AND APPEAL PROCEDURES**

### **Denials of Eligibility**

Hyatt verifies eligibility using information provided by Corestream. When you call for services, you will be advised if you are ineligible and Hyatt Legal Plans will contact Corestream for assistance. If you are not satisfied with the final determination of eligibility, you have the right to a formal review and appeal. Send a letter within 60 days explaining why you believe you are eligible to:

University of Rochester  
Office of Human Resources  
Total Rewards  
60 Corporate Woods, Suite 310  
P.O. Box 270453  
Rochester, NY 14627-0453

Within 30 days, you will be provided with a written explanation.

### **Denials of Coverage**

If you believe that you are being denied rights or benefits under The Legal Service Plan you may file a claim in writing. If you want to file a claim for benefits under The Legal Service Plan, send a letter to the following address:

Hyatt Legal Plans, Inc.  
Director of Administration  
1111 E Superior Avenue, Suite 800  
Cleveland, Ohio 44114-2507

The Director will notify you of its decision in writing within 90 days after the claim is received. If your claim for benefits is denied, the Director will provide, in writing:

- The specific reasons that your claim was denied;
- Specific reference to The Legal Service Plan provisions on which the denial was based;
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why the material or information is necessary; and
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and
- Information regarding what steps you should take if you want to submit a request for review.

If you do not agree with the decision of the Director, you can request that the decision be reviewed by the Director by filing a written request for review within 60 days after receiving notice that your claim has been denied. You or your representative may present written statements that explain why you believe that the benefit claim should be paid, including documents, records, and other information that is relevant to your claim for benefits. The Director will provide to you or your representative, upon request and free of charge, copies of all documents, records, and other information relevant to your claim.

Generally, the Director will review its decision within 60 days after receiving a request for review and will give you written notice of the decision. If your claim for benefits is denied, the Director will give you, in writing:

- The specific reasons that your claim was denied;

- Specific reference to The Legal Service Plan provisions on which the denial was based; and
- A statement that you will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim; and
- A statement regarding your right to bring an action under Section 502(a) of ERISA.

## **YOUR ERISA RIGHTS**

Congress enacted the Employee Retirement Income Security Act (ERISA) to safeguard your interests and those of your beneficiaries under your employee benefit plans. As a participant in the Hyatt Legal Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all Plan documents, including collective bargaining agreements and copies of all documents filed by the Plan with U.S. Department of Labor; such as detailed annual reports and Plan descriptions;
- Obtain copies of all Plan documents and other Plan information upon written request to the Plan Administrator. The Administrator may make a reasonable charge for the copies;
- Receive a summary of the Plan's annual financial report from the Plan Administrator who is required by law to furnish this to you.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA. If your claim for a welfare benefit is denied in whole or in part, you must receive a written explanation of the reason for the denial. You have the right to have the Plan review and consider your claim. Under ERISA, there are steps you can take to enforce the above rights. If you request materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you lose, the court may order you to pay these costs and fees, for example if it finds your claim is frivolous. If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, you should contact the nearest area office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or at 200 Constitution Avenue, NW, Washington, DC. 20210 or you can call the publications hotline of the Employee Benefits Security Administration.

**FOR YOUR INFORMATION:**

**Name of Plan:** MetLaw®

**Plan Sponsor:** University of Rochester

**Type of Plan:** Welfare Benefit Plan for Group Legal Services

**Plan Administrator:** Associate Vice President for Human Resources  
University of Rochester (Employer ID No. 16-0743209)  
Office of Human Resources, Total Rewards  
60 Corporate Woods, Suite 310  
P.O. Box 270453  
Rochester, NY 14627-0453  
585-275-2084

**Agent for Service of Legal Process:** Plan Administrator

**Provider of Benefits:** Hyatt Legal Plans, Inc.  
1111 E Superior Avenue, Suite 800  
Cleveland, OH 44114-2407  
(800) 821-6400  
www.legalplans.com

**Plan Identification Number:** 990/0347

**Sponsor's Employer Identification Number: 16-0743209**

**Effective Date:** 01/01/2018

**Plan Year:** Jan. 1 - Dec. 31

**If you are having any concerns about this plan, please call Hyatt Legal Plans at 1-800-821-6400. A Hyatt Legal Plans representative will help you resolve the issue to your satisfaction.**

## Appendix A

### Definition of Covered Services

#### MetLaw

#### ADVICE AND CONSULTATION

##### **Office Consultation**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

##### **Telephone Advice**

This service provides the opportunity to discuss with an attorney any personal legal problems that are not specifically excluded. The Plan Attorney will explain the Participant's rights, point out his or her options and recommend a course of action. The Plan Attorney will identify any further coverage available under the Plan, and will undertake representation if the Participant so requests. If representation is covered by the Plan, the Participant will not be charged for the Plan Attorney's services. If representation is recommended, but is not covered by the plan, the Plan Attorney will provide a written fee statement in advance. The Participant may choose whether to retain the Plan Attorney at his or her own expense, seek outside counsel, or do nothing. There are no restrictions on the number of times per year a Participant may use this service; however, for a non-covered matter, this service is not intended to provide the Participant with continuing access to a Plan Attorney in order to seek advice that would allow the Participant to undertake his or her own representation.

#### CONSUMER PROTECTION

##### **Consumer Protection Matters**

This service covers the Participant as a plaintiff, for representation, including trial, in disputes over consumer goods and services where the amount being contested exceeds the small claims court limit in that jurisdiction and is documented in writing. This service does not include disputes over real estate, construction, insurance or collection activities after a judgment.

##### **Small Claims Assistance**

This service covers counseling the Participant on prosecuting a small claims action; helping the Participant prepare documents; advising the Participant on evidence, documentation and witnesses; and preparing the Participant for trial. The service does not include the Plan Attorney's attendance or representation at the small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

##### **Personal Property Protection**

This service covers counseling the Participant over the phone or in the office on any personal property issue such as consumer credit reports, contracts for the purchase of personal property, consumer credit agreements or installment sales agreements. Counseling on pursuing or defending small claims actions is also included.

The service also includes reviewing any personal legal documents and preparing promissory notes, affidavits and demand letters.

## **DEBT MATTERS**

### **Debt Collection Defense**

This benefit provides Participants with an attorney's services for negotiation with creditors for a repayment schedule and to limit creditor harassment, and representation in defense of any action for personal debt collection, tax agency debt collection, foreclosure, repossession or garnishment, up to and including trial if necessary. It includes a motion to vacate a default judgment. It does not include counter, cross or third party claims; bankruptcy, any action arising out of family law matters including support and post decree issues; or any matter where the creditor is affiliated with the sponsor or employer.

### **Identity Management Services**

This service provides the Participant with access to LifeStages Identity Management Services provided by CyberScout, LLC, formerly known as IDT911, LLC. CyberScout is not a corporate affiliate of Hyatt Legal Plans. These services include both Proactive Services when the Participant believes their personal data has been compromised as well as Resolution Services to assist the Participant in recovering from account takeover or identity theft with unlimited assistance to fix issues, handle notifications, and provide victims with credit and fraud monitoring. Theft Support, Fraud Support, Recovery and Replacement services are covered by this service.

### **Identity Theft Defense**

This service provides the Participant with consultations with an attorney regarding potential creditor actions resulting from identity theft and attorney services as needed to contact creditors, credit bureaus and financial institutions. It also provides defense services for specific creditor actions over disputed accounts. The defense services include limiting creditor harassment and representation in defense of any action that arises out of the identity theft such as foreclosure, repossession or garnishment, up to and including trial if necessary. The service also provides the Participant with online help and information about identity theft and prevention. It does not include counter claims, cross claims, bankruptcy, any action arising out of divorce or post decree matters, or any matter where the creditor is affiliated with the sponsor or employer.

### **Personal Bankruptcy or Wage Earner Plan**

This service covers the Employee and spouse/domestic partner in pre-bankruptcy planning, the preparation and filing of a personal bankruptcy or Wage Earner petition, and representation at all court hearings and trials. This service is not available if a creditor is affiliated with the Employer, even if the Employee or spouse/domestic partner chooses to reaffirm that specific debt.

### **Tax Audits**

This service covers reviewing tax returns and answering questions the IRS or a state or local taxing authority has concerning the Participant's tax return; negotiating with the agency; advising the Participant on necessary documentation; and attending an IRS or a state or local taxing authority audit. The service does not include prosecuting a claim for the return of overpaid taxes or the preparation of any tax returns.

## **DEFENSE OF CIVIL LAWSUITS**

### **Administrative Hearing Representation**

This service covers Participants in defense of civil proceedings before a municipal, county, state or federal administrative board, agency or commission. It includes the hearing before an administrative board or agency over an adverse governmental action. It does not apply where services are available or are being

provided by virtue of an insurance policy. It does not include family law matters, post judgment matters or litigation of a job-related incident.

### **Civil Litigation Defense**

This service covers the Participant in defense of an arbitration proceeding or civil proceeding before a municipal, county, state or federal administrative board, agency or commission, or in a trial court of general jurisdiction. It does not apply where services are available or are being provided by virtue of an insurance policy. It does not include family law matters, post judgment matters, matters with criminal penalties or litigation of a job-related incident. Services do not include bringing counterclaims, third party or cross claims.

### **Incompetency Defense**

This service covers the Participant in the defense of any incompetency action, including court hearings when there is a proceeding to find the Participant incompetent.

## **DOCUMENT PREPARATION**

### **Affidavits**

This service covers preparation of any affidavit in which the Participant is the person making the statement

### **Deeds**

This service covers the preparation of any deed for which the Participant is either the grantor or grantee.

### **Demand Letters**

This service covers the preparation of letters that demand money, property or some other property interest of the Participant, except an interest that is an excluded service. It also covers mailing them to the addressee and forwarding and explaining any response to the Participant. Negotiations and representation in litigation are not included.

### **Mortgages**

This service covers the preparation of any mortgage or deed of trust for which the Participant is the mortgagor. This service does not include documents pertaining to business, commercial or rental property.

### **Promissory Notes**

This service covers the preparation of any promissory note for which the Participant is the payor or payee.

### **Document Review**

This service covers the review of any personal legal document of the Participant, such as letters, leases or purchase agreements.

### **Elder Law Matters**

This service covers counseling the Participant over the phone or in the office on any personal issues relating to the Participant's parents as they affect the Participant. The service includes reviewing documents of the parents to advise the Participant on the effect on the Participant. The documents include Medicare or Medicaid materials, prescription plans, leases, nursing home agreements, powers of attorney, living wills and wills. The service also includes preparing deeds involving the parents when the Participant is either the grantor or grantee; and preparing promissory notes involving the parents when the Participant is the payor or payee.

## **FAMILY LAW**

### **Divorce, Dissolution and Annulment (Contested and Uncontested) – Twenty Hour Maximum**

This service is available to the Plan Member only, not to a spouse or dependents, for the first twenty hours of service. This service includes preparing and filing all necessary pleadings, motions and affidavits, drafting settlement agreements, and representation at the hearing or trial, whether the Plan Member is a plaintiff or a defendant. This service does not include disputes that arise after a decree is issued. It is the Plan Member's responsibility to pay fees beyond the first twenty hours.

### **Name Change**

This service covers the Participant for all necessary pleadings and court hearings for a legal name change.

### **Prenuptial Agreement**

This service covers representation of the Employee and includes the negotiation, preparation, review and execution of a Prenuptial Agreement between the Employee and his or her fiancé/partner prior to their marriage or legal union (where allowed by law), outlining how property is to be divided in the event of separation, divorce or death of a spouse/domestic partner. Representation is provided only to the Employee. The fiancé/partner must have separate counsel or must waive his or her right to representation. It does not include subsequent litigation arising out of a Prenuptial Agreement.

### **Protection from Domestic Violence**

This service covers the Employee only, not the spouse/domestic partner or dependents, as the victim of domestic violence. It provides the Employee with representation to obtain a protective order, including all required paperwork and attendance at all court appearances. The service does not include representation in suits for damages, defense of any action, or representation for the offender.

### **Adoption and Legitimization (Contested and Uncontested)**

This service covers all legal services and court work in a state or federal court for an adoption for the Employee and spouse/domestic partner. Legitimization of a child for the Employee and spouse/domestic partner, including reformation of a birth certificate, is also covered.

### **Guardianship or Conservatorship (Contested or Uncontested)**

This service covers establishing a guardianship or conservatorship over a person and his or her estate when the Employee or spouse/domestic partner is appointed as guardian or conservator. It includes obtaining a permanent and/or temporary guardianship or conservatorship, gathering any necessary medical evidence, preparing the paperwork, attending the hearing and preparing the initial accounting. This service does not include representation of the person over whom guardianship or conservatorship is sought, or any annual accountings after the initial accounting or terminating the guardianship or conservatorship once it has been established.

## **IMMIGRATION**

### **Immigration Assistance**

This service covers advice and consultation, preparation of affidavits and powers of attorney, review of any immigration documents and helping the Participant prepare for hearings.

## **PERSONAL INJURY**

### **Personal Injury (25% Network Maximum)**

Subject to applicable law and court rules, Plan Attorneys will handle personal injury matters (where the Participant is the plaintiff) at a maximum fee of 25% of the gross award. It is the Participant's responsibility to pay this fee and all costs.

## **REAL ESTATE MATTERS**

### **Boundary or Title Disputes (Primary Residence)**

This service covers negotiations and litigation arising from boundary or real property title disputes involving a Participant's primary residence, where coverage is not available under the Participant's homeowner or title insurance policies. The service includes filing to remove a mechanic's lien.

### **Eviction and Tenant Problems (Primary Residence – Tenant Only)**

This service covers the Participant as a tenant for matters involving leases, security deposits or disputes with a residential landlord. The service includes eviction defense, up to and including trial. It does not include representation in disputes with other tenants or as a plaintiff in a lawsuit against the landlord, including an action for return of a security deposit.

### **Security Deposit Assistance (Primary Residence – Tenant Only)**

This service covers counseling the Participant as a tenant in recovering a security deposit from the Participant's residential landlord for the Participant's primary residence; reviewing the lease and other relevant documents; and preparing a demand letter to the landlord for the return of the deposit. It also covers assisting the Participant in prosecuting a small claims action; helping prepare documents; advising on evidence, documentation and witnesses; and preparing the Participant for the small claims trial. The service does not include the Plan Attorney's attendance or representation at small claims trial, collection activities after a judgment or any services relating to post-judgment actions.

### **Home Equity Loans (Primary Residence)**

This service covers the review or preparation of a home equity loan on the Participant's primary residence.

### **Home Equity Loans (Second or Vacation Home)**

This service covers the review or preparation of a home equity loan on the Participant's second or vacation home.

### **Property Tax Assessment (Primary Residence)**

This service covers the Participant for review and advice on a property tax assessment on the Participant's primary residence. It also includes filing the paperwork; gathering the evidence; negotiating a settlement; and attending the hearing necessary to seek a reduction of the assessment.

### **Refinancing of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's primary residence. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

### **Refinancing of Home (Second or Vacation Home)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant

documents (including the refinance agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the refinancing of or obtaining a home equity loan on a Participant's second home or vacation home. The benefit also includes attendance of an attorney at closing. This benefit includes obtaining a permanent mortgage on a newly constructed home. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the refinancing of a second home, vacation property or property that is held for any rental, business, investment or income purpose.

#### **Sale or Purchase of Home (Primary Residence)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's primary residence or of a vacant property to be used for building a primary residence. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home, vacation property, rental property, property held for business or investment or leases with an option to buy.

#### **Sale or Purchase of Home (Second or Vacation Home)**

This service covers the review or preparation, by an attorney representing the Participant, of all relevant documents (including the construction documents for a new second home or vacation home, the purchase agreement, mortgage and deed, and documents pertaining to title, insurance, recordation and taxation), which are involved in the purchase or sale of a Participant's second home or vacation home or of a vacant property to be used for building a second home or vacation home. The benefit also includes attendance of an attorney at closing. It does not include services provided by any attorney representing a lending institution or title company. The benefit does not include the sale or purchase of a second home or vacation home held for rental purpose, business, investment or income or leases with an option to buy.

#### **Zoning Applications**

This service provides the Participant with the services of a lawyer to help get a zoning change or variance for the Participant's primary residence. Services include reviewing the law, reviewing the surveys, advising the Participant, preparing applications, and preparing for and attending the hearing to change zoning.

### **TRAFFIC AND CRIMINAL MATTERS**

#### **Juvenile Court Defense**

This service covers the defense of a Participant and a Participant's dependent child in any juvenile court matter, provided there is no conflict of interest between the Participant and the dependent child. When a conflict exists, or where the court requires separate counsel for the child, this service provides an attorney for the Employee only, including services for Parental Responsibility.

#### **Traffic Ticket Defense (No DUI)**

This service covers representation of the Participant in defense of any traffic ticket including traffic misdemeanor offenses, except driving under influence or vehicular homicide, including court hearings, negotiation with the prosecutor and trial.

#### **Restoration of Driving Privileges**

This service covers the Participant with representation in proceedings to restore the Participant's driving license.

## **WILLS AND ESTATE PLANNING**

### **Trusts**

This service covers the preparation of revocable and irrevocable living trusts for the Participant. It does not include tax planning or services associated with funding the trust after it is created.

### **Living Wills**

This service covers the preparation of a living will for the Participant.

### **Powers of Attorney**

This service covers the preparation of any power of attorney when the Participant is granting the power.

### **Probate (10% Network Discount)**

Subject to applicable law and court rules, Plan Attorneys will handle probate matters at a fee 10% less than the Plan Attorney's normal fee. It is the Participant's responsibility to pay this reduced fee and all costs.

### **Wills and Codicils**

This service covers the preparation of a simple or complex will for the Participant. The creation of any testamentary trust is covered. The benefit includes the preparation of codicils and will amendments. It does not include tax planning.

## **FEE REIMBURSEMENT SCHEDULE**

Please refer to the separate document entitled, "Legal Services Plan Fee Reimbursement Schedule" at [http://rochester.edu/working/hr/benefits/library/Legal\\_Fee\\_Reimbursement.pdf](http://rochester.edu/working/hr/benefits/library/Legal_Fee_Reimbursement.pdf) for information on the maximum amounts that Hyatt Legal Plans will reimburse you for covered legal services provided to you by an attorney not on the Plan Attorney network.

## DEFINITION OF TERMS

The following terms are used to define eligibility for participation in the plan:

**Appointment:** The action which begins a relationship with the University in a specific position, such as a member of the faculty; the period during which such a relationship is in effect.

**Continuous employment:** Actively at work in a position eligible for the full range of University Benefit Plans. Absences due to Leave of Absence or Layoff would be included in determining continuous employment.

**Full-time:** For nonexempt job classifications (excluding those in PAS job classifications paid hourly): a regular weekly work schedule of at least 35 hours; for all professional, administrative, and supervisory (PAS) job classifications (including PAS paid on an hourly basis): a weekly work schedule of 40 hours or more; for faculty: a normal full teaching and research load as defined for the faculty by the college or school concerned.

**Hired:** For purposes of determining post-retirement benefits, “hired” is defined as an appointment to a position that is eligible for the full range of University Benefit Plans.

**Layoff (indefinite):** An indefinite suspension of University employment because of reduction of staff or elimination of a position for more than four months or for unspecified duration, not over one year.

**Layoff (temporary):** A layoff that equates to a temporary suspension of University employment because of reduction of staff or elimination of a position with the expectation of return to work within four months of the day the layoff begins.

**Leave of Absence:** An approved absence which does not end, but does change, the appointment relationship. Leave may be for research or study, to permit a visiting appointment elsewhere, for personal reasons, or for disability.

**Part-time:** A regular weekly or monthly schedule which is less than that required for full-time status but generally not less than 17.5 hours per week in the case of those in nonexempt and/or professional, administrative, and supervisory (PAS) job classifications. For faculty, it indicates that the individual carries at least half the normal (full) teaching and research load as defined for faculty by the college or school concerned.

**Postdoc:** A Postdoctoral Appointment involves substantially full-time research or scholarship. It is a transitional position and is viewed as preparatory for an academic and/ or research career. The appointee is not part of a clinical training program. The appointee was recently awarded the PhD or equivalent doctorate, works under the supervision of a faculty member and has the freedom and is expected to publish the results of his/her research or scholarship during the period of the appointment.

**Regular:** Period of appointment in nonexempt and/or professional, administrative, and supervisory (PAS) job classifications that is expected to exceed four months, unless otherwise defined in collective bargaining agreements; period of appointment for faculty- instructional staff that is at least one year (or one academic year) or, if shorter, is expected to be renewed. Appointments primarily for furthering education (for example, graduate assistant) are not considered “regular” appointments.

**Rehired:** For purposes of determining Post-Retirement Benefits, “rehired” is defined as an Appointment to a position that is eligible for the full-range of University Benefit Plans from an Appointment that was not eligible for the full range of University Benefit Plans or following Termination or Retirement.

**Retirement or Retire:** ending of Appointment (whether voluntary or involuntary) at normal retirement age (as defined by the University of Rochester Retirement Program) or beyond after having met the ten-year service requirement or,

- Regular Full-Time and Part-Time faculty and staff Hired or Rehired prior to 1/1/96 at an earlier age if the individual has reached age 55 and has met the ten-year service requirement. (The ten-year service requirement may be met by cumulative employment at the University or another higher education institution).
- Regular Full-Time and Part-Time faculty and staff Hired or Rehired 1/1/96 and thereafter at an earlier age if the individual has reached age 60 and has met the ten-year service requirement. (The ten-year service requirement may be met by cumulative employment at the University or another higher education institution, as long as there is Continuous Employment at the University for the immediate 5 years prior to Retirement).

Once Retired, Post-Retirement Benefits continue to be based on status, age, and years of service at the time of initial Retirement, even if the Retiree returns to work. There is no adjustment to the Grandparent Level, years of service, or age calculation to determine the level of Post-Retirement benefits based upon Post-Retirement Rehire and employment. However, in the event a Retiree returns to work and becomes eligible for Health Care Plan coverage, Dental Plan coverage, and/or University-paid Basic Term Life insurance coverage because the Retiree has satisfied the eligibility criteria for active employees to participate, the Retiree will be limited to the active employee options, and will become ineligible for the post-retirement benefit options.

**Retirees** (University Retired faculty and staff members): Regular Full-Time and Part-Time faculty and staff who were Hired or Rehired Retired prior to 1/1/96 and who have Retired and (1) who have reached age 55 and (2) who have met the ten-year service requirement. (The ten-year service requirement may be met by cumulative employment at the University or another higher education institution).

Regular Full-Time and Part-Time faculty and staff who were Hired or Rehired 1/1/96 and thereafter and who have Retired and (1) who have reached age 60 and (2) who have met the ten-year service requirement. (The ten-year service requirement may be met by cumulative employment at the University or another higher education institution, as long as there is Continuous Employment at the University for the immediate 5 years prior to Retirement).

**Temporary:** A period of appointment in hourly and professional, administrative, and supervisory positions of not over four months, unless otherwise defined in collective bargaining agreements; period of appointment for faculty-instructional staff of less than one year (or one academic year) and for which renewal is not expected.

**Termination:** An ending of appointment for reason other than retirement.

This is a summary of plan provisions related to the insurance policy issued by Hyatt Legal Plans to the University of Rochester. Complete descriptions of the Plan are contained in the policy and/or certificate. If there is any disagreement in wording between this document and the policy and/or certificate, the wording in the policy and/or certificate will govern, unless superseded by ERISA or other applicable law.

To request a Certificate of Coverage, contact the Office of Total Rewards at 585-275-2084. The policy may be viewed at the University of Rochester Office of Total Rewards. The University reserves the right to modify, amend, revoke or terminate the Plan, in whole or in part, at any time, including actions that may affect coverage, cost-sharing, or covered benefits, as well as benefits that are provided to current and future retirees.



