

**PREPAID  
LEGAL PLAN**



**LOCAL NO. 22  
PHILADELPHIA  
FIRE FIGHTER AND PARAMEDIC  
UNION  
I.A.F.F. – AFL-CIO**

(Rev. 05/21)

Dear Brothers and Sisters:

The Board of Trustees of the Prepaid Legal Plan of Local 22 (“Plan”) is pleased to present you with this booklet describing your benefits as a participant in the Local 22 Legal Services Plan.

This Legal Services Plan was created to serve you. The services described in this booklet are available to you without cost or as otherwise indicated.

We have selected referral attorneys who are known for their competence, patience and integrity.

As a member of Local 22 (“Member”), it is your responsibility to familiarize yourself with the Plan and to act in accordance with Plan parameters.

THE BOARD OF TRUSTEES PREPAID LEGAL PLAN  
Philadelphia Fire Fighters Union Local No. 22, I.A.F.F.

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**LOCAL 22  
INTERNATIONAL ASSOCIATION OF  
FIRE FIGHTERS  
LEGAL SERVICES PLAN**

**I. GENERAL INFORMATION**

The Local 22, I.A.F.F., Legal Services Plan ("Plan") is for the exclusive use of Members, and their Dependents, represented for purposes of collective bargaining by Local 22, I.A.F.F. ("Local 22"). It has been established to provide, without charge, legal consultation, assistance, services, and representation in the personal legal affairs and individual legal problems of Members and their Dependents.

**What to Expect From a Plan Attorney**

1. Legal consultation, assistance, service, and representation in accordance with the provisions of the Plan.
2. Courteous, prompt, confidential, and professional legal services.
3. Convenient, available, and continual access to an attorney who has a high degree of skill and expertise in the matters for which the Plan provides coverage.

**Who are the Attorneys for the Plan?**

The Plan will provide you with the services of a number of lawyers who act as referral attorneys and have the requisite skills and experience necessary to provide the legal service benefits provided under the Plan. The Plan Attorneys are experienced, private attorneys who have contracted with the Plan to provide services to Plan Participants within their fields of practice.

Although the Plan will entertain requests by members for referral to a particular attorney, the Plan makes the ultimate determination as to which referral attorney may be appropriate for any given matter.

Referral attorneys may require members to sign separate fee agreements to cover services performed in excess of the coverage provided by the Plan.

## **How to Use the Plan**

To obtain a referral for a plan attorney, please call the Union at **(215) 440-4400**. After eligibility verification, an attorney will be assigned to handle your case. Please note that in order to use the Plan, you must sign the intake form that provides your name and the case matter type (i.e., Domestic, Estate, Criminal etc.) for the purpose of monitoring Plan usage. The authorization will also permit the potential auditing of your file by a third-party attorney to determine the accuracy of billing for any work performed on your behalf. *Failure to properly execute an intake form may result in the member becoming personally responsible for the payment of legal services provided by the referral attorney.*

## **II. ELIGIBILITY**

### **A. Eligibility for Coverage**

All bargaining unit members on whose behalf contributions are submitted by the City of Philadelphia to the Plan, their spouses, as defined in Section B, and all unmarried dependent children, as defined in Section B, are eligible for coverage where applicable. The Plan makes all final eligibility determinations. Members must provide documents to the Plan upon request should questions concerning eligibility arise.

### **B. Dependent**

The term "Dependent" is defined for the purpose of these eligibility requirements to include any persons with the following relationship to the Member:

- (1) A spouse who resides in the same legal residence as the Member. (Coverage for a divorced spouse shall

- cease at the conclusion of the month during which the divorce from the Member is finalized.)
- (2) A qualifying child claimed by the Member as a dependent on their current tax return who is no older than 23 years of age.
  - (3) Grandchildren are not eligible for coverage unless they have been legally adopted or have been deemed legally dependent. Certain minors may be covered as Dependents provided that they depend upon you wholly for support and maintenance, and their natural parent has been relieved from supporting the child in a court of law.

In connection with any particular matter in which legal services are to be provided to Dependents, as defined herein, the Member must consent to the providing of aforesaid services to the Dependent where any likelihood of a conflict of interest with the Member exists. If representation of the Dependent results in a future conflict of interest in representation of the Member, the Member shall forfeit such future representation by the Plan.

In the event that a conflict of interest exists between concerning representation of a member and a non-member, the Plan shall provide legal services to the Member only.

### **C. Termination of Eligibility for Coverage**

- (1) **Members.** The coverage of any Member under this policy shall cease on the earliest of the following dates:
  - (a) The date of the termination of this Plan;
  - (b) the date ending the month for which the last contribution has been made on behalf of such Member, if required.
- (2) **Dependents.** With the exception of a widow or widower of a Member who passes while on active

duty, as described below, Dependent's coverage shall cease on the earliest of the following dates:

- (a) The date of the termination of this Plan;
- (b) The date ending the month for which the last contribution has been made on behalf of the Member through which eligibility is provided;
- (c) The date ending the month during which the Dependent ceases to be a Dependent of as defined herein;
- (d) The date ending a period of one year following the date of the death of the Member.
- (e) A widow or widower of an active duty Member may access the hours remaining available to the active duty Member at the time of death, as described in Section III of the Plan booklet, for a period of one year following the date of death.

### **III. BENEFITS AND AVAILABLE SERVICES**

Subject to the limitations set forth herein, the legal services identified in this section shall be provided to eligible Members and Dependents without any fee or charge except for the production of deposition, trial and hearing transcripts. Court costs and filing fees shall be paid by the Plan.

Each member shall be entitled to a lifetime maximum of fifty (50) hours of coverage for legal services related to domestic matters and/or fifty (50) hours of coverage for legal services related to criminal matters and/or fifty (50) hours of coverage for legal services related to all other matters, in aggregate, but no more than one-hundred (100) hours total.

Representation without cost subject to certain hourly caps shall be available only if the Member uses the Plan Referral Attorneys. Members who voluntarily choose to utilize the services of an attorney other than a Plan Referral Attorney when a Plan Referral Attorney is otherwise made available may seek reimbursement by the Plan in an amount not to exceed the lowest hourly rate paid to Plan Referral Attorneys in that practice field.

Should a Member exhaust the hourly limitations described above, they must make arrangements to pay the attorney directly should they wish to continue with the provider's services.

A Member who exceeds the hourly coverage limitations identified above and is forced to pay for the continuation of legal services out-of-pocket may file a written appeal with the Legal Plan Committee for reimbursement of such monies. The Committee may require the Member to appear during a Committee meeting to explain the circumstances of the appeal. Full or partial reimbursement may be provided at the Committee's discretion for good cause.

In instances where the Member is eligible for coverage, but the Plan is unable to provide a referral attorney due to geographic or jurisdictional limitations, it may, at its discretion, provide reimbursement for attorneys' fees paid by the member in accordance with the limitations contained herein, and at a rate determined by the Legal Plan Committee, subject to submission of any requested documentation.

Subject to approval by the Legal Plan Committee, Plan coverage does not include litigation pertaining to appeals.

**A. LEGAL ADVICE AND CONSULTATION IN ANY MATTER COVERED UNDER THE PLAN**

Consultation shall include telephone conversations, office consultation, follow-up conversations and meetings, review, preparation and drafting of correspondence, and follow-up correspondence. It shall not include the filing of documents or instruments in any court or agency thereof, nor the attendance or preparation for appearance in any court except



as noted below.

## **B. WILLS AND ESTATE PLANNING**

Preparation of wills, with or without trust provisions, as well as guardian provisions if required. Preparation of living trust agreements shall also be included in addition to the preparation of living gift agreements and insurance trust agreements. The gathering, reviewing of information and explanation of the estate tax consequences of assets of the Member and his or her Dependents including real and personal property, life insurance, Social Security and pensions, powers of appointment, prior living gifts, and federal and state gift and estate tax consequences.

## **C. ESTATE ADMINISTRATION AND ESTATE CLOSING**

All legal services necessary to be rendered by an attorney for the administration of a deceased Member's estate, the estate of their spouse, and the estate of the Member's parents or children (including step-children), will be covered.

## **D. REAL ESTATE TRANSACTIONS**

Coverage shall include consultation, review, drafting and preparation of agreements of sale, deeds, mortgages, and other documents or instruments necessary to purchase or sell the primary residence of the Member. A Plan Attorney or Plan Real Estate Consultant shall, where requested, attend a settlement in regard to the purchase or sale of the primary residence of the Member.

## **E. DOMESTIC RELATIONS (Members only)**

### **(1) Divorce, Support, Custody, Adoption:**

Members will receive coverage for all domestic relations matters inclusive of divorce, child support, alimony,

custody, visitation, guardianship and adoption. Appeals shall not be included in the Plan.

**(2) Adoption:**

Representation will be provided in all uncontested adoption proceedings. This includes preparation and filing of the Initial Report of Intent to Adopt and the Petition to Adopt. Representation shall be provided to the Member for appearances by the Plan Attorney in Family Court. Actual court costs, filing fees and stenographic charges shall be paid by the Member.

**F. CONSUMER ACTIONS**

Coverage shall include advice and consultation in regard to matters involving consumer affairs, sales and lease agreements, household consumer matters, and related situations.

Advice and consultation will be provided on consumer matters within the jurisdiction of Small Claims Court; however, representation at Small Claims Court hearing is excluded.

**G. PETITIONS FOR CHANGE OF NAME**

If you use the Plan Referral Attorneys, you will receive the following benefits within Philadelphia County only.

Preparation of Petitions for Change of Name, and representation in court proceedings in connection with such Petition, shall be provided to the Member. Such Petition must be in connection with a custody or adoption matter.

**H. DEBT COLLECTION DEFENSE**

If you use the Plan Referral Attorneys, you will receive the

following benefits:

Representation will be provided at no charge for:

- (a) Defense against contract claims and/or proceedings in execution and/or replevin including the filing of pleadings and attorney representation at initial trial or hearing for matters unrelated to any business venture.
- (b) Defense against foreclosure of a real estate mortgage of the Member's principal residence including the filing of pleadings and attorney representation at initial trial or hearing.

## **I. PERSONAL BANKRUPTCY**

Representation shall be provided to Members or spouse only in the initiation and pursuit of a personal bankruptcy that is unrelated to the individual's business ventures or investments.

## **J. GUARDIANSHIP**

Representation will be provided at no cost in uncontested and contested actions for the appointment of a guardian of a minor child of a Member or an incapacitated Member, spouse or immediate family member and the filing of an Inventory.

## **K. DEFENSE OF CIVIL ACTIONS**

The legal services required for the Member as a defendant after court action has been initiated in any civil damage suit, either personal or real, not involving debt collection or claims arising out of vehicular or boat accidents or otherwise covered by insurance. The Legal Plan Committee shall determine, on a case by case basis, whether coverage is appropriate for lawsuits filed in a jurisdiction outside of Philadelphia, Montgomery, Bucks,

Chester or Delaware Counties.

#### **L. ADMINISTRATIVE HEARINGS**

Consultation and advice with regard to matters involving administrative boards, quasi-judicial tribunals, commissions, authorities at similar local, state and federal agencies, with the exclusion of representation in Civil Service Commission, Pennsylvania Human Relations Commission and Equal Employment Opportunity Commission matters.

#### **M. MOTOR VEHICLE LICENSE SUSPENSION**

If you use the Plan Referral Attorneys, you will receive Legal services for the preparation and/or appearance at the trial or hearing where the insured's participant/beneficiary's license is subject to suspension or revocation because the infraction initially charged is that of driving under the influence of alcohol or drugs, reckless driving or other major two-point violations.

#### **N. JUVENILE COURT PROCEEDINGS**

The Plan will provide legal representation at any and all Juvenile Court Hearings relating to the arrest or detention of a juvenile dependent. This benefit is limited to one (1) criminal matter for the lifetime of the Member.

#### **O. CRIMINAL DEFENSE**

The Plan will provide legal representation for defending a Member, spouse or adult dependent in a matter related to a felony, misdemeanor or summary offense charge, including pre-trial discovery, plea bargaining, bail and/or preliminary hearing. This benefit is limited to one (1) criminal matter for the lifetime of the Member arraignment and trial. Such services shall also include the expungement of offenses occurring while the

employee was a Member.

Please note that no representation will be provided for pardons or any capital murder matter.

## **P. SPECIAL EDUCATION PROCEEDINGS**

All legal services required for the preparation for and representation at a Due Process hearing. Post-hearing appeals are not included.

## **IV. EXCLUSIONS**

- 1) The following matters are excluded from coverage and will not be undertaken by a Plan Referral Attorney under any circumstances:
  - A. Collateral legal benefits which are provided to a Member or his/her Dependent as the result of his/her or Dependent being a beneficiary through any policy of insurance or by any other means for which the beneficiary does not have to pay legal fees.
  - B. Legal matters wherein services are already being provided by another attorney other than the Plan Attorneys.
  - C. Representation of a Member in small claims court.
  - D. Any matter which, in the opinion of the Plan Attorney, is frivolous, without merit, brought for the purpose of harassment, or presents a conflict of interest.
  - E. Commercial or business transactions which contemplate income or profit for the Member, or his Dependents.
  - F. Class action, interventions, amicus curiae filings or other suits or controversies not solely involving a Member or his Dependents.

G. Subject to Paragraph II.B. above, matters involving as adverse parties any of the following:

- (1) A Member or Dependent.
- (2) The Plan or any agent of the Plan.
- (3) Any labor union or its officers, agents or employees.
- (4) Any fringe benefit program or plan, or the trustees, administrator, or employees thereof, in which any labor union participates or has an interest.

H. Matters relating to the preparation of or filing of tax returns, estate planning and patent, copyright or trademark matters.

I. Any services not directly performed by an Attorney or paralegal under the direct supervision of an Attorney or for real estate matters that do not require the services of a licensed attorney.

J. Any legal proceeding pending prior to the employee becoming eligible for coverage by reason of the employee and/or his/her qualified Dependents having consulted or retained an Attorney regarding that legal matter.

K. Fines, title insurance costs, court costs, stenographic charges, filing fees, subpoenas, assessments, penalties, expert witness fees and other related expenses.

L. Matters arising out of incidents that pre-date or post-date Membership.

M. Workers Compensation claims and appeals.

2) A Member may appeal any denial of a request for coverage under the Plan. Any appeal must be submitted in writing to the Legal Plan Committee at least fourteen (14) days prior to the next scheduled meeting of the Board of Trustees of the Plan. Upon request of the

Legal Plan Committee, the Member filing the appeal must appear at the meeting to present his or her appeal. The Board will issue its determination on whether the appeal has been granted within fourteen (14) days of the meeting.

## **V. ADMINISTRATION AND OPERATION**

The Plan will be administered by the Board of Trustees. The authority, powers, duties and responsibilities of the Board of Trustees are set forth in the Declaration of Trust establishing the Local 22, I.A.F.F. Legal Services Plan.

Pursuant to the powers granted to it in the Declaration of Trust, the Board of Trustees is authorized, in its sole discretion, to alter, amend, modify, limit or expand the Plan at any time. However, any change to the Plan will be prospective in operation and will not deprive a participant of any services or representation to which they were entitled in connection with any matter pending at the time of the change.

The Board of Trustees post a copy of the Prepaid Legal Plan on-line to be made available to all Members represented by the Union. Notice shall be provided whenever any significant change is made in the Plan.

## **VI. ATTORNEYS**

The Legal Services provided by the attorneys referred by the Plan shall be provided in accordance with the professional and ethical standards required of attorneys. Attorneys providing legal services shall adhere to the rules and regulations of the Plan but shall receive no further information, direction or interference from the Union, its officers and agents or from the Board of Trustees.

Any attorney providing legal services under the Plan will have an attorney-client relationship with the individual Member or his Dependent who is receiving the legal services. The attorney has the same exclusive professional duties and obligations to the Member or their Dependent as

would be required by any other client who would normally retain the attorney on a private fee basis. Any attorney providing legal services under the Plan shall maintain the confidentiality of the attorney-client relationship in accordance with the applicable professional standards, except the attorney may disclose the participant's and/or beneficiary's name to the Plan. The Member and/or beneficiary utilizing the services of the Plan understands and consents to his or her file being audited by a third-party attorney to determine the accuracy of Plan Attorney's billing.

All Plan Referral Attorneys shall be free to exercise the right to refuse to provide legal services or representation for any matter which they believe to be clearly without merit or frivolous or that presents a conflict of interest.

In the event a Member or their Dependent has a legal problem which is either not covered under the Plan or for which representation by the Plan Referral Attorneys would present a conflict of interest, the Plan Referral Attorney, at the request of the Member or Dependent, may refer the Member or their Dependent, to an outside attorney. However, such representation shall be at the sole expense of the Member or their Dependent.

The Plan undertakes no responsibility or obligation to guarantee the fee charged for services or the quality of representation rendered by any of the attorneys so referred.