



## Group Legal Expense Agreement

**Important:**

For purposes of the Westwood Independent School District **certificate**, the **Plan Sponsor** has defined eligible dependents to mean: The plan member's spouse is covered. In addition, the plan member's children until the end of the month when they reach age 26 if married or unmarried are covered.

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# **CERTIFICATE OF COVERAGE**

**Westwood Independent School District  
Legal Expense Plan**

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## DEFINITIONS

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"**AMOUNT IN DISPUTE**" – means the monetary amount that can be calculated or proven in order to compensate **you** for incurred damage to or loss of **your** property.

"**BENEFITS**" – the legal coverages listed on the declarations page of the agreement or in the **benefits** section of the **Certificate of Coverage**.

"**CERTIFICATE OF COVERAGE**" or "**CERTIFICATE**" – the document provided by **us** to the **named plan member** that describes the **benefits** and terms of the agreement.

"**CERTIFICATE YEAR**" – twelve (12) month period as listed on the declarations page of the agreement issued to the **plan sponsor**.

"**CONTESTED**" – an action in which any disputed issue must be negotiated by **your** attorney regardless of whether any legal forms are filed.

"**EFFECTIVE DATE**" – the date on which the **plan sponsor** enrolls the **named plan member** and from which date the plan fees have been paid for **you**.

"**GENERAL IN OFFICE LEGAL SERVICES**" – time spent by an attorney and their office staff for **your** legal issue that is not otherwise covered or excluded under this plan and which does not include costs such as, but not limited to: filing fees, copy costs, mileage, title insurance, expert witnesses, mediator, home studies, transcriptionists, title search, and title abstracting.

"**GOODS**" – a physical product that is capable of being delivered. Ownership of a good can be transferred from the seller to the buyer.

"**INDEMNITY BENEFITS**" – means covered **legal services** which are reimbursed to the **plan member** up to the **benefit** amount indicated under the specific coverage. The **plan member** is responsible for all **legal services** which may exceed the amount paid by **us**.

"**PLAN MEMBER**" – as dictated by plan fees paid and as indicated by coverages listed in the "**Benefits**" section, the **named plan member** only or the **named plan member** and the **named plan member's** spouse, and/or eligible dependents. Eligible dependents are defined by mutual agreement between the **plan sponsor** and **us**.

"**COVERED EVENT**" – an event covered by this agreement whose initiation date will be considered the earlier of the date (a) written notice of a **legal dispute** is sent or filed by **you** or received by **you**; or (b) a ticket or citation is issued; or (c) an attorney is hired.

"**COVERED RENTAL PROPERTY**" – a single dwelling (house, apartment, duplex or condominium) that **you** have an ownership interest in and that is not **your primary residence** and that for a portion of the year is rented out to another individual.

"**LEGAL DISPUTE**" – means a disagreement between **you** and any other party regarding **your** legal rights.

"**LEGAL SERVICES**" – time spent by **your** attorney and their office staff for **your** covered legal matters which does not include costs such as, but not limited to: filing fees, copy costs, mileage, title insurance, expert witnesses, mediator, home studies, transcriptionists, title search, and title abstracting.

"**MEDIATION COSTS**" – payment of a qualified mediator who assists the **plan member** and another party attempt to reach a settlement regarding a covered legal matter.

“**NAMED PLAN MEMBER**” – a person enrolled via the **plan sponsor** with **us** as entitled to coverage under the terms of this agreement.

“**NETWORK ATTORNEY**” – means an attorney with whom **we** have contracted to perform covered **legal services** in the United States for **you** and who has contracted with **us** to provide the specific covered **legal services** for which **you** are seeking assistance.

“**NON-NETWORK ATTORNEY**” – means an attorney, who is not a **Network Attorney**, chosen by **you** to perform **legal services** covered under the **indemnity benefits** of this agreement.

“**NON-MOVING OFFENSE**” – parking ticket, registration, equipment or other violations that aren't handled in conjunction with a moving violation.

“**PERSONAL PROPERTY**” – means property, which is not **real property** and which does not produce income.

“**PLAN SPONSOR**” – means the organization named in the declarations page.

“**PRIMARY RESIDENCE**” – the single dwelling where **you** actually live that is considered **your** legal residence for income tax purposes.

“**REAL PROPERTY**” – land and all permanent structures attached to it.

“**REFINANCING**” – paying off one loan with the proceeds from a new loan using the same **real property** as security.

“**SECONDARY RESIDENCE**” – a single dwelling (house, apartment, duplex, or condominium) that **you** have an ownership interest in and that is not **your primary residence** and is not a **covered rental property** for six months before the **covered event** and it is not **your** intent to use it as a **covered rental property**.

“**SERVICE**” – a duty or labor provided from one person to another. It is the non-material equivalent of a **good**. There is no physical product that can transfer ownership.

“**TRIAL**” – means the proceeding in court or in a covered administrative proceeding when the parties try their case beginning with the impaneling of a jury in a jury **trial** or with opening statement if the parties are in a non-jury **trial**. **Trial** does not include things such as hearings, appearances on motions, negotiated pleas, pre-**trial** conferences, or appearances, and continuances by the court.

“**UNCONTESTED**” – an action in which all matters are settled or decided without attorney negotiation, and **your** attorney assists in completing any necessary formal processes.

“**WE**”, “**US**”, and “**OUR**” – ARAG Services, LLC.

“**YOU**” and “**YOUR**” – a **plan member**.

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## In-Office Legal Benefits

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**We** will pay the attorney fees of the **Network Attorney** for covered **legal services** provided to **you** resulting from a **covered event** which occurs after **your effective date** and while **your Certificate of Coverage** is in effect for the legal matters listed below.

**You** can choose a **Non-Network Attorney** instead of a **Network Attorney**. If **you** choose a **Non-Network Attorney** for covered **legal services** provided to **you** resulting in a **covered event** which occurs after **your effective date** and while **your Certificate of Coverage** is in effect, **we** will reimburse **you** for the attorney fees for covered **legal services** up to the maximum amounts listed below.

Only matters expressly listed are covered **benefits** and are paid as indicated below.

If the **named plan member** purchased only individual coverage, **legal services** rendered to persons other than the **named plan member** are not covered.

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## How to Obtain In-Office Legal Services and Court Representation

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**You** may choose a **Network Attorney** or **Non-Network Attorney** as follows:

### Network Attorney Services

There are **Network Attorneys** throughout **your** state. To obtain a list of **Network Attorneys you** can:

1. Call 800-247-4184 and a Customer Service Specialist will assist **you** by:

- Describing how the plan **benefits** work and what types of situations are covered.
- Providing **you** a listing of **Network Attorneys** specific to **your** need.
- Providing a Case Confirmation Number that outlines **your** coverage.

2. Visit **our** Web site at ARAGlegal.com and log on as a member and search using the Attorney Finder.

Simply call an attorney for an appointment. When **you** call, identify yourself as a member of **your** group's legal plan. If **you** have a Case Confirmation Number, **you** should provide it to the **Network Attorney**. If not, the **Network Attorney** may call **us** to confirm **your** coverage and then proceed to provide **services**. If **you** choose a **Network Attorney** to provide covered **legal services**, the **Network Attorney** will bill **us** directly for his/her attorney fees.

### Non-Network Attorney Services

If **you** choose a **Non-Network Attorney**, **we** will pay **your** attorney fees for covered **legal services** according to the **Non-Network Attorney indemnity benefits** schedule. Instructions for submitting a claim are printed on the claim form. For a form, call 800-247-4184. Or **you** can download a form from **our** Web site at ARAGlegal.com.

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Uncontested Adoption Legal services<sup>1</sup> in an uncontested adoption for a <b>plan member</b> to become an adoptive parent(s).</b>	PAID IN FULL	\$ 400*

<sup>1</sup>In international adoptions, where a foreign attorney is necessary, **you** are eligible to receive indemnity reimbursement in addition to the **benefits** available in the United States.

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Contested Adoption</b>		
<b>Legal services</b> <sup>1</sup> in a <b>contested</b> adoption for a <b>plan member</b> to become an adoptive parent(s).	PAID IN FULL	\$ 800*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<sup>1</sup> In international adoptions, where a foreign attorney is necessary, <b>you</b> are eligible to receive indemnity reimbursement in addition to the <b>benefits</b> available in the United States		
<b>Building Codes</b>		
<b>Legal services</b> for a <b>plan member</b> in an administrative action for permit or code violations relating to the renovation and/ or improvement of <b>your</b> existing <b>primary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Defense of Civil Damage Claims</b>		
<b>Legal services</b> for a <b>plan member</b> in defense against civil damage(s) claims, except those involving the ownership or use of a motorized vehicle, claims which are covered by other insurance, or claims related to felony charges.	PAID IN FULL	\$ 800*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Credit Records Correction</b>		
<b>Legal services</b> for a <b>plan member</b> related to correcting inaccuracies or misrepresentations on <b>your</b> credit record.	PAID IN FULL	\$ 160*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Driving Privilege Protection (excluding DWI-related)</b>		
<b>Legal services</b> for a <b>plan member</b> in the defense of a traffic offense where conviction of the offense will directly result in the suspension or revocation of <b>your</b> driving privileges. (Does not include driving while impaired or under the influence of drugs or alcohol or a related offense.)	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Driving Privilege Restoration (excluding DWI-related)</b>		
<b>Legal services</b> for a <b>plan member</b> in an administrative proceeding for the restoration of suspended or revoked driving privileges of a <b>plan member</b> . (Does not include driving while impaired or under the influence of drugs or alcohol or a related offense.)	PAID IN FULL	\$ 240*
<b>Easement</b>		
<b>Legal services</b> for a <b>plan member</b> in an administrative action regarding an easement on <b>your primary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Estate Administration &amp; Estate Closing (Probate) - 9 hours</b>		
<b>Legal services</b> for a <b>plan member</b> in administering an estate where <b>you</b> have been named the executor.	PAID IN FULL (up to 9 hours per <b>covered event</b> )	\$ 720*
<b>Foreclosure</b>		
<b>Legal services</b> for a <b>plan member</b> regarding written notice of a foreclosure related to <b>your primary residence</b> .	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Defense of Garnishment</b> <b>Legal services</b> for a <b>plan member</b> in a <b>legal dispute</b> for a garnishment against <b>you</b> to collect judgment related to <b>goods</b> or <b>services</b> .	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
(Exclusion #3 as it relates to post judgment garnishment is waived for this <b>benefit</b> .)		
<b>Uncontested Guardianship/Conservatorship</b> <b>Legal services</b> in an <b>uncontested</b> Guardianship/Conservatorship for a <b>plan member</b> to appoint or be appointed as a Guardian/Conservator.	PAID IN FULL	\$ 480*
<b>Contested Guardianship/Conservatorship</b> <b>Legal services</b> in a <b>contested</b> Guardianship/Conservatorship for a <b>plan member</b> to appoint or be appointed as a Guardian/Conservator.	PAID IN FULL	\$ 720*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Habeas Corpus Proceedings</b> <b>Legal services</b> for a <b>plan member</b> in habeas corpus proceedings.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Mental Incompetency or Infirmity Proceedings</b> <b>Legal services</b> for a <b>plan member</b> in defense of mental incompetency or infirmity proceedings.	PAID IN FULL	\$ 960*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***



	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Minor Traffic - Broad (excluding DWI-related)</b>		
<b>Legal services</b> for a <b>plan member</b> in the defense of a traffic offense, the conviction of which would not result in suspension or revocation of <b>your</b> driving privileges. (Does not include driving while impaired or under the influence of drugs or alcohol or any <b>non-moving offense</b> .)	PAID IN FULL	\$ 240*
<b>Neighbor Disputes</b>		
<b>Legal services</b> for a <b>plan member</b> with a neighbor as a plaintiff or defendant in a dispute related to <b>your primary residence</b> , including boundary or property title disputes.	PAID IN FULL	\$ 720*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Neighbor Disputes - Secondary Residence</b>		
<b>Legal services</b> for a <b>plan member</b> with a neighbor as a plaintiff or defendant in a dispute related to <b>your secondary residence</b> , including boundary or property title disputes.	PAID IN FULL	\$ 720*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Parental Responsibilities</b>		
<b>Legal services</b> for a <b>plan member</b> in juvenile court proceedings (except those involving traffic matters) where a state has brought an action regarding <b>your</b> parental responsibilities for a <b>plan member's</b> child.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Personal Property Protection</b> <b>Legal services</b> for a <b>plan member</b> as a plaintiff or defendant regarding contracts or obligations for the transfer of <b>your personal property</b> or <b>your personal property</b> rights.	PAID IN FULL	\$ 320*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Postnuptial Agreements</b> <b>Legal services</b> for the <b>named plan member</b> for the preparation of a postnuptial agreement.	PAID IN FULL	\$ 320*
<b>Prenuptial Agreements</b> <b>Legal services</b> for a <b>plan member</b> for the preparation of a premarital or antenuptial agreement.	PAID IN FULL	\$ 320*
<b>Refinancing - Primary Residence</b> Advice and review of relevant documents regarding <b>refinancing</b> of <b>your primary residence</b> .	PAID IN FULL	\$ 160*
<b>Property Tax - Primary Residence</b> <b>Legal services</b> for a <b>plan member</b> in an administrative action brought by <b>you</b> to reduce the property tax assessment on <b>your primary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Purchase of Real Estate</b> <b>Legal services</b> for a <b>plan member</b> for the purchase of <b>your primary residence</b> for the review and preparation of documents including contract for purchase and attendance at closing.	PAID IN FULL	\$ 320*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Real Estate Disputes</b>		
<b>Legal services</b> for a <b>plan member</b> as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of <b>your primary residence</b> .	PAID IN FULL	\$ 1,200*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Real Estate Disputes - Secondary Residence</b>		
<b>Legal services</b> for a <b>plan member</b> as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of <b>your secondary residence</b> .	PAID IN FULL	\$ 1,200*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Sale of Real Estate</b>		
<b>Legal services</b> for a <b>plan member</b> for the sale of <b>your primary residence</b> for the review and preparation of documents including the contract for sale and attendance at closing.	PAID IN FULL	\$ 320*
<b>Social Security/Veterans/Medicare</b>		
<b>Legal services</b> for a <b>plan member</b> in an administrative <b>legal dispute</b> arising out of Social Security, Veterans, Medicare or Medicaid benefits.	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Tenant Matters</b>		
<b>Legal services</b> for a <b>plan member</b> as a plaintiff or defendant with <b>your</b> landlord as tenant of <b>your primary residence</b> , including but not limited to, eviction and security deposit disputes.	PAID IN FULL	\$ 320*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Irrevocable Trusts</b>		
<b>Legal services</b> for a <b>plan member</b> for the preparation of a stand-alone irrevocable trust.	PAID IN FULL	\$ 320* single document \$ 400* spousal documents
<b>Revocable Living Trusts</b>		
<b>Legal services</b> for a <b>plan member</b> for the preparation of a stand-alone revocable trust.	PAID IN FULL	\$ 320* single document \$ 400* spousal documents
<b>Wills &amp; Durable Power of Attorney</b>		
Individual will or spousal will(s). (Does not include any tax planning services done in connection with the will.)	PAID IN FULL	\$ 320 single document \$ 400 spousal documents
Codicil (an amendment to a will)	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
Living Will / Health Care Directive	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
Durable / Financial Power of Attorney	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
<b>Zoning and Variances</b>		
<b>Legal services</b> for a <b>plan member</b> in an administrative action related to a zoning change, variance, or an eminent domain proceeding involving <b>your primary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Home Equity Loan - Primary Residence</b>		
<b>Legal services</b> for a <b>plan member</b> for the preparation and review of home equity loans for <b>your primary residence</b> .	PAID IN FULL	\$ 160*
<b>Home Equity Loan - Secondary Residence</b>		
<b>Legal services</b> for a <b>plan member</b> for the preparation and review of home equity loans for <b>your secondary residence</b> .	PAID IN FULL	\$ 160*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Refinancing - Secondary Residence</b> Advice and review of relevant documents regarding <b>refinancing of your secondary residence</b> .	PAID IN FULL	\$ 160*
<b>Property Tax - Secondary Residence</b> <b>Legal services</b> for a <b>plan member</b> in an administrative action brought by <b>you</b> to reduce the property tax assessment on <b>your secondary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Building Codes - Secondary Residence</b> <b>Legal services</b> for a <b>plan member</b> in an administrative action for permit or code violations relating to the renovation and/or improvement of <b>your</b> existing <b>secondary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Document Review</b> <b>Legal services</b> for a <b>plan member</b> for the review of <b>your</b> personal legal documents.	PAID IN FULL	\$ 40 per document
<b>Protection from Domestic Violence - Named Plan Member</b> <b>Legal services</b> for the <b>named plan member</b> to obtain a protective order related to domestic violence.	PAID IN FULL	\$ 320*
<b>Protection from Domestic Violence - Plan Member</b> <b>Legal services</b> for a <b>plan member</b> to obtain a protective order related to domestic violence when the opposing party is not a <b>plan member</b> under the same <b>Certificate</b> .	PAID IN FULL	\$ 320*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Easement - Secondary Residence</b> <b>Legal services</b> for a <b>plan member</b> in an administrative action regarding an easement on <b>your secondary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Foreclosure - Secondary Residence</b> <b>Legal services</b> for a <b>plan member</b> regarding written notice of a foreclosure related to <b>your secondary residence</b> .	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Mechanic's Lien</b> <b>Legal services</b> for a <b>plan member</b> to remove a mechanic's lien.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Restraining Order - Named Plan Member</b> <b>Legal services</b> for the <b>named plan member</b> to obtain a restraining order.	PAID IN FULL	\$ 320*
<b>Restraining Order - Plan Member</b> <b>Legal services</b> for a <b>plan member</b> to obtain a restraining order when the opposing party is not a <b>plan member</b> under the same <b>Certificate</b> .	PAID IN FULL	\$ 320*
<b>Student Loan Debt Collection</b> <b>Legal services</b> for a <b>plan member</b> as the defendant in a <b>legal dispute</b> related to <b>your</b> student loan.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Zoning and Variances - Secondary Residence</b>		
<b>Legal services</b> for a <b>plan member</b> in an administrative action related to a zoning change, variance, or an eminent domain proceeding involving <b>your secondary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Bankruptcy</b>		
<b>Legal services</b> for a <b>plan member</b> up to and including filing of a Chapter 7 bankruptcy final report.	PAID IN FULL	\$ 880*
<b>Legal services</b> for a <b>plan member</b> up to and including confirmation or a Chapter 13 bankruptcy. This <b>benefit</b> does not include the ongoing maintenance of a Chapter 13 repayment plan.	PAID IN FULL	\$ 1,200*
<b>Legal services</b> for a <b>plan member</b> to file an amendment/modification to a Chapter 7 post-discharge or a Chapter 13 post-confirmation bankruptcy.	PAID IN FULL	\$ 240*
<b>Consumer Protection</b>		
<b>Legal services</b> for a <b>plan member</b> as a plaintiff or defendant regarding written, verbal or implied contracts or warranties relating to consumer <b>goods</b> or <b>services</b> and/or residential contractor disputes (excluding insurance disputes).	PAID IN FULL	\$ 800*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Defense of Debt Collection</b>		
<b>Legal services</b> for a <b>plan member</b> as the defendant in a <b>legal dispute</b> related to consumer <b>goods</b> or <b>services</b> (excluding foreclosure, garnishment, mechanic's lien and student loan debt collection).	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Insurance Disputes</b>		
<b>Legal services</b> for a <b>plan member</b> as a plaintiff or defendant relating to disputes with <b>your</b> insurance carrier.	PAID IN FULL	\$ 800*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>IRS Collection Defense</b>		
<b>Legal services</b> for a <b>plan member</b> in defense against collection actions by the Internal Revenue Service (IRS) related to errors on <b>your</b> personal tax return where the initial written notice is received after <b>your effective date</b> . This <b>benefit</b> does not include collection actions related to <b>your</b> failure to file a personal tax return or <b>your</b> failure to pay the taxes <b>your</b> filed personal tax return indicated <b>you</b> owed.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>IRS Audit Protection</b>		
<b>Legal services</b> for a <b>plan member</b> involving Internal Revenue Service (IRS) audits related to <b>your</b> personal tax return where the initial written notice is received after <b>your effective date</b> . This <b>benefit</b> does not include audits related to <b>your</b> failure to file a personal tax return or <b>your</b> failure to pay the taxes <b>your</b> filed personal tax return indicated <b>you</b> owed.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Purchase/Sale of Secondary Residence</b>		
<b>Legal services</b> for a <b>plan member</b> for the purchase or sale of <b>your secondary residence</b> for the review and preparation of documents including the contract for purchase or sale and attendance at closing.	PAID IN FULL	\$ 320*



	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<p><b>School Administrative Hearings</b>  <b>Legal services</b> for a <b>plan member</b> in an administrative public or private formal school proceeding regarding disabilities, special education and student policy violations.</p>	PAID IN FULL	\$ 480*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,800**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Small Claims Court</b>  <b>Legal services</b> for a <b>plan member</b> to bring a claim in Small Claims Court (or similar court of limited civil jurisdiction). This <b>benefit</b> does not include representation in court.</p>	PAID IN FULL	\$ 320*
<p><b>Legal services</b> for a <b>plan member</b> to defend an action in Small Claims Court (or similar court of limited civil jurisdiction) including representation in court where allowed by law.</p>	PAID IN FULL	\$ 400*
<p>(Exclusion #4 as it relates specifically to plaintiff matters does not apply to this <b>benefit</b>)</p>		
<p><b>State and Local Tax Collection Defense</b>  <b>Legal services</b> for a <b>plan member</b> in defense against collection actions by state and/or local tax authority related to errors on <b>your</b> personal state tax return or personal local taxes where the initial written notice is received after <b>your effective date</b>. This <b>benefit</b> does not include collection actions related to <b>your</b> failure to file a personal tax return or <b>your</b> failure to pay the taxes <b>your</b> filed personal tax return indicated <b>you</b> owed.</p>	PAID IN FULL	\$ 480*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,800**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<p><b>State and Local Tax Audit</b>  <b>Legal services</b> for a <b>plan member</b> involving state and/or local tax authority audits related to <b>your</b> personal state tax return or personal local taxes where the initial written notice is received after <b>your effective date</b>. This <b>benefit</b> does not include audits related to <b>your</b> failure to file a personal tax return or <b>your</b> failure to pay the taxes <b>your</b> filed personal tax return indicated <b>you</b> owed.</p>	PAID IN FULL	\$ 480*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,800**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Document Preparation</b>  <b>Legal services</b> for a <b>plan member</b> for the preparation of Deeds, Mortgages, Promissory Notes, Affidavits, Lease Contracts, Demand Letters, Installment Contracts, Bill of Sale, HIPAA Authorization and Certification of Trust.</p>	PAID IN FULL	\$ 40 per document
<p><b>Juvenile Court</b>  <b>Legal services</b> for a <b>plan member</b> child charged with a crime (except those involving traffic matters or felony charges) when the court proceedings are held in juvenile court. If the matter is removed from juvenile court, coverage under this <b>benefit</b> will cease as of the date of the removal.</p>	PAID IN FULL	\$ 480*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,800**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Domestic Partnership Agreements</b>  <b>Legal services</b> for a <b>plan member</b> for the preparation of a domestic partnership agreement.</p>	PAID IN FULL	\$ 320*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Elder Law - Member Support</b> Initial advice for a <b>plan member</b> on the impact of <b>your</b> parent's/grandparent's personal legal matter on <b>you</b> .	PAID IN FULL	\$ 25
<b>Legal services</b> for a <b>plan member</b> for the preparation and review of a deed where <b>you</b> are the grantee.	PAID IN FULL	\$ 40 per document
<b>Legal services</b> for a <b>plan member</b> for the preparation and review of a promissory note where <b>you</b> are the payee.	PAID IN FULL	\$ 40 per document
<b>Legal services</b> for a <b>plan member</b> for the review of <b>your</b> parent's/grandparent's personal legal documents, including estate planning documents where <b>you</b> have been named as an agent or executor/personal representative.	PAID IN FULL	\$ 40 per document
<b>Funeral Directive</b> <b>Legal services</b> for a <b>plan member</b> for the preparation of a funeral directive.	PAID IN FULL	\$ 40 per document
<b>Gender Identifier Change</b> <b>Legal services</b> for a <b>plan member</b> to change <b>your</b> gender identifier on government issued documents.	PAID IN FULL	\$ 240*
<b>Hospital Visitation Authorization</b> <b>Legal services</b> for a <b>plan member</b> for the preparation of a hospital visitation authorization.	PAID IN FULL	\$ 40 per document
<b>Name Change</b> <b>Legal services</b> for a <b>plan member</b> to legally change <b>your</b> name.	PAID IN FULL	\$ 240*

\* **Non-Network Attorney Indemnity Benefits** are up to the stated amount

\*\* **Trial Indemnity Benefits** are (\$300 per 1/2 day of **Trial** time) up to the stated amount

\*\*\* **Trial Indemnity Benefits** are (\$400 per 1/2 day of **Trial** time) up to the stated amount

## Telephone Legal Access Services

We will pay the attorney fees of a **Telephone Legal Access Law Firm** as defined below for **Telephone Legal Access Services** provided by a **Telephone Legal Access Law Firm** while **your Certificate** is in effect.

**“Telephone Legal Access Law Firm”** - means an independent law firm that has entered into a written agreement with **us** to provide **Telephone Legal Access Services** to **you** within the territory of the United States.

**“Telephone Legal Access Services”** - means the type of **legal services** which, within the applicable standard of professional care and conduct, may be rendered by the **Telephone Legal Access Law Firm** in one or more telephone conversations with a client and which may be connected with other **legal services** based on telecommunication which are specifically listed below.

### Coverage

**You** will receive:

### Attorney Fees

Toll-free telephone advice on how the law relates to **your** personal legal matter and which action may be taken.

PAID IN FULL

Follow-up correspondence and telephone calls to third parties related to **your** personal legal matter.

PAID IN FULL

Specific document preparation and document review.

PAID IN FULL

**You** will receive legal assistance from the **Telephone Legal Access Law Firm** for the preparation or review of a: Standard Will or Codicils.

PAID IN FULL

Standard Will means a will document without trust provisions other than a support trust for dependent children limited to appointing a guardian and placing assets for dependent children until they reach their age of majority.

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## CONDITIONS

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### Agreement Period and Territory

This agreement applies to **covered events** which occur worldwide while **your Certificate of Coverage** is in effect. If a **covered event** occurs outside the United States **indemnity benefits** apply.

Any **covered event** which occurs prior to the **effective date** of a **plan member** will be considered excluded and no **benefits** will apply.

### Eligibility

Each eligible person as described in the Declarations, who is registered with **us**, and for whom plan fees are paid, shall become a **plan member** on the **effective date**.

### **Grace Period**

Except for **your** first plan payment, **we** will allow a grace period of thirty-one (31) days after the plan payment due date to pay the plan payment due. The plan payment due date is the first day of the month in which the participant(s) **benefits** became effective.

### **Cancellation and Termination**

Neither **we** nor the **plan sponsor** will cancel this agreement during the term defined in the Declarations except for fraud or for the failure to pay plan fees due. **We** will give **you** ten (10) days written notice of cancellation listing the **effective date** and reason for cancellation.

If the **named plan member** ends employment or membership in the group to which this agreement is issued (except upon the **named plan member's** death), or the agreement is canceled by the **plan sponsor**, **your** coverage will cease at the end of the term for which plan fees have been paid.

### **Waiver of Plan Fees**

Upon the death of the **named plan member**, coverage for the surviving spouse and the **plan member's** dependents continues under the plan for one year, and **we** waive further plan fee payments during this time. Coverage shall terminate prior to the end of the one year period if the **plan sponsor** cancels the plan during that time frame, in such case, coverage shall cease as of the date the **plan sponsor** cancels the plan.

Should a **named plan member** be deployed for a period of more than thirty (30) consecutive days for the purposes of military service or of responding to a declared national emergency, coverage for the spouse and the **plan member's** dependents will continue, without the payment of plan fees, for the length of the **named plan member's** absence and for so long as the **named plan member** remains eligible for **benefits** through the **plan sponsor**.

### **Conversion**

**You** may continue this plan when **you** no longer qualify as an employee of the **plan sponsor** or as a member of the group to which this agreement is issued. **You** must notify **us** within ninety (90) days of this disqualifying event to make arrangements for payment of plan fees. Payment of plan fees is required from the last date of **your** eligibility under this agreement.

### **Other Legal Representation**

If **you** are entitled to receive **legal services** or reimbursement for **legal services** from any other person or organization, **our** coverage will be excess.

Payment by **us** for **legal services** under this agreement does not preclude **your** attorney from seeking and recovering attorney fees from an opposing party, where authorized by law, court rule or contract, at the attorney's usual and customary or prevailing rate. If **you** receive reimbursement of attorney's fees, then **you** will reimburse **us** for payments made under this agreement.

### **Payment Limitations**

**You** may not make claims under separate **benefits** for one legal matter.

### **Notice of Claim, Proof of Expense Incurred and Payment of Claim**

**You** or **your** representative must submit a written notice of claim to **us** within one year after the **covered event**. A claim form and itemized billing are required within one hundred eighty (180) days after **legal services** for which **you** seek payment are completed.

**You** are responsible for verifying **your** legal matter is covered under **your** legal plan with **us** prior to receiving **legal services**. **You** will be responsible for payment to the attorney at their usual and customary rate if **your** matter is not covered.

**You** must give **us** all information **we** request with respect to the circumstances of a **covered event** or **service** provided. **We** have the right to withhold **benefits** if the requested information is not provided to **us**.

### **Fraud or Abuse**

**We** do not provide **benefits** for **you** if **you** have intentionally concealed or misrepresented any material fact or circumstance or have made false statements or engaged in fraudulent conduct relating to **your** legal plan. **We** may discontinue **your** benefits if **we** deem that **you** are exhibiting hostile or abusive behavior towards **us**, **our** employees and/or **Network Attorneys**.

### **Subrogation**

**We** may require **you** to assign all rights of recovery of legal fees to the extent that payment is made by **us**. If an assignment is sought, **you** must cooperate with **us**.

### **Relation of the Parties**

**You** have the unrestricted right to choose an attorney. The attorney is not **our** agent or employed by **us** or the **plan sponsor**. **We** and the **plan sponsor** shall at no time control or interfere with the performance of the attorney and **we** do not guarantee the skill of the attorney. Any payment to a **network attorney** for **legal services** is **our** responsibility up to **your** agreement limits.

### **Grievances**

If **you** have a problem with a **Network Attorney** in the handling of a legal matter covered under this agreement, contact **us** for assistance in resolving **your** issue.

**You** have the right to file a complaint with the State Bar about **your** attorney at any time.

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## **EXCLUSIONS**

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**We** do not provide coverage for:

1. Matters against **us**, the **plan sponsor** or a **plan member** against the interests of the **named plan member** under the same **Certificate**.
2. **Legal services** arising out of a business interest, investment interests, employment matters, employee benefits, **your** role as an officer or director of an organization, and patents or copyrights.
3. **Legal services** in class actions, punitive damages, personal injury, malpractice, court appeals or post judgments (settlement agreement signed by all parties, final binding arbitration, judgment issued by a court).
4. **Legal services** deemed by **us** to be frivolous or lacking merit, or in actions where **you** are the plaintiff and the amount **we** pay for **your legal services** exceeds the **amount in dispute**, or in **our** reasonable belief **you** are not actively and reasonably pursuing resolution in **your** case.

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## SUPPLEMENTAL BENEFITS

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### **REDUCED FEE LEGAL SERVICES**

If **your** legal matter is not fully covered under **your** legal expense agreement and is not listed under "Exclusions", **you** are eligible to work with a **Network Attorney** and receive a reduced fee that will be at least 25% off the attorney's normal hourly rate. The initial consultation for each legal matter will be provided at no cost. If **you** retained the services of a Network Attorney prior to the **effective date** or **your** legal plan membership, the reduced fee benefit is not available. Payment of attorney fees is handled directly between the **plan member** and the **Network Attorney**. Access to a **Network Attorney** is subject to availability. **You** are encouraged to contact ARAG to determine proximity to a **Network Attorney** within legal practice areas.

For matters that include a cap on the number of hours ARAG will pay a **Network Attorney**, and where your legal matter will exceed the cap set, the **Network Attorney** will bill you directly at reduced rates of at least 25% off his or her normal rates for the remaining hours. You pay the attorney directly.

For Telephone Advice, if **your** matter cannot be resolved over the phone and is not fully covered under **your** legal expense agreement and not excluded under "Exclusions", **you** are eligible to work with a **Network Attorney** and receive a reduced fee that will be at least 25% off the attorney's normal hourly rate. Payment of attorney fees is handled directly between the **plan member** and the **Network Attorney**.

### **REDUCED CONTINGENCY FEES**

If **your** legal matter is not covered under **your** legal expense agreement and is not listed under the "Exclusions", **you** are eligible to work with a **Network Attorney** for a legal matter the **Network Attorney** deems to be appropriately handled through the use of a contingency fee. The **Network Attorney** will represent **you** under a contingent fee arrangement where the contingent fee will not exceed 25% of the net recovery if successfully resolved before **trial**, or will not exceed 33% of the net recovery if successfully resolved after **trial**, or will not exceed 40% of the net recovery if successfully resolved on or after an appeal. The initial consultation for each legal matter will be provided at no cost. If **you** retained the services of a **Network Attorney** prior to the **effective date** of **your** legal plan membership, the reduced contingency fee benefit is not available.

### **IDENTITY THEFT SERVICES**

A service that gives **you** access to:

**Identity Theft Specialists** who will help **you** determine appropriate steps to begin recovery and help **you** monitor the progress of **your** recovery.

**Toll-free legal advice** from a Telephone Network Attorney to assist with legal-related problems that the theft of **your** identity may have caused.

**Identity Theft Materials**, including:

An Identity Theft Prevention Kit to help protect yourself from becoming a victim of identity theft in the first place,

An Identity Theft Victim Action Kit to help speed **your** recovery should **you** become an identity theft victim,

A tracking document to help **you** keep track of phone calls, e-mails and letters for attorneys, and

An Identity Theft Affidavit to help **you** report your identity theft to necessary parties.

## **IMMIGRATION**

A service that gives **you** toll-free access to Telephone Network Attorneys for:

Legal advice and consultation

Immigration processes and guidelines.

Filing and processing of applications and petitions.

Laws and regulations governing various types of immigration benefits; including asylum, adjustment of status, business visas, and employment authorizations.

Deportation and removal proceedings.

Document review of any immigration forms

Document preparation of affidavits and powers of attorney

Preparation for immigration hearings

For additional immigration services, **Network Attorneys** provide a reduced rate of at least 25% off their normal rates for any representation-based immigration services. **Network Attorneys** will bill the member directly.

## **LEARNING CENTER**

**Learning Center** – Access the Learning Center for an extensive online library of easy-to-read articles, guidebooks and videos created to help **you**:

Learn more about dealing with common legal and financial matters, like estate planning, identity theft and consumer protection.

Understand how the legal plan works and the coverages, services and resources it provides.

## **DIY DOCS®**

**Do-It-Yourself Legal Documents** - Online access to documents authored and reviewed by attorneys for accuracy and state-specific compliance in all 50 states. These documents can assist **you** with everyday life, including issues involving:

Automobiles

Caregiving

Estate Administration

Childcare

Residential Contractor

Finances

*Easy-to-Use Interactive Document Assembly Tool:* Helps **you** efficiently create **your** own documents by asking simple questions.

*My Documents:* Online document storage and 24/7 access to create, update, retrieve and print **your** documents.

*Legacy Planning:* Create essential legal documents yourself with the help of DIY Docs, including:

Financial Power of Attorney

Health Care Power of Attorney

Living Will

Standard Will

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## **SUPPLEMENTAL BENEFITS EXCLUSIONS**

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The supplemental benefits do not include:

1. Matters against **us**, the named plan member or the plan sponsor.



2. Matters arising out of a business interest, investment interests, employment matters, employee benefits, **your** role as an officer or director of an organization, and patents or copyrights.
3. Matters deemed by **us** to be frivolous or lacking merit.
4. Matters outside the jurisdiction of the United States of America.