



# **The ARAG<sup>®</sup> Legal Insurance Plan**

Plan Booklet

University of California

Effective Date: January 1, 2017



## The ARAG Legal Insurance Plan

This booklet describes the Benefits included in The ARAG Legal Insurance Plan including the available service and insurance Benefits. Final interpretation of any described Benefit is governed by the group insurance contract.

The Benefits described in this booklet are available under the group insurance contract when you are an eligible Employee/Retiree and have elected to participate, and have retained your participation in accordance with the terms and conditions of the group insurance contract.

This booklet replaces any older booklets issued to you.

Except when otherwise indicated by the context of this booklet, any masculine terminology herein will also include the feminine, and the definitions of any terms in the singular also include the plural.

# Contents

## Table of Contents

<b>Section I: University of California Eligibility and Enrollment</b>	<b>Page 5</b>
A. Eligibility	
B. Enrollment	
<b>Section II: The ARAG Legal Insurance Plan</b>	<b>Page 5</b>
A. Benefits under The ARAG Legal Insurance Plan Consist of Three Parts	
Part I - Legal Representation	
Part II - Telephone Legal Advice and Consultation	
Part III - Additional Benefits	
- Online Tools and Resources	
- Identity Theft Protection	
- Reduced Fee Benefit for Non-Covered Matters	
- Reduced Contingency Fee	
B. Pre-existing Conditions	
C. Freedom of Choice of an Attorney	
D. Confidentiality	
E. Reimbursement of Legal Fees	
F. Eligible Charges	
G. Extension of Benefits	
H. Conversion	
<b>Section III: Schedule of Benefits</b>	<b>Page 7</b>
A. Schedule of Benefits	
B. Exclusions and Limitations	<b>Page 23</b>
<b>Section IV. Glossary</b>	<b>Page 24</b>
<b>Section V. Grievance Procedures</b>	<b>Page 26</b>
<b>Section VI. How To Use The ARAG Legal Insurance Plan</b>	<b>Page 27</b>
A. Customer Care	
B. Telephone Legal Advice and Consultation	
C. Legal Representation	
D. Filing your Claim	
E. Additional Services	
<b>Section VII. Coordination of Benefits</b>	<b>Page 31</b>

# Eligibility and Enrollment

## Section I University of California Eligibility and Enrollment

The University establishes its own legal plan eligibility, enrollment and termination criteria based on the University of California Group Insurance Regulations (“Regulations”) and any corresponding Administrative Supplements.

### A. Eligibility

#### Employees

Information pertaining to your eligibility, enrollment, cancellation or termination of coverage and conversion options can be found in the “Group Insurance Eligibility Fact Sheet for Employees and Eligible Family Members.” A copy of this fact sheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

#### Retirees

Information pertaining to your eligibility, enrollment, cancellation or termination of coverage and conversion options can be found in the “Group Insurance Eligibility Fact Sheet for Retirees and Eligible Family Members.” A copy of this fact sheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)). Additional resources are also available in the Compensation and Benefits section of UCnet to help you with your health and welfare plan decisions.

### B. Enrollment

#### Employees

Information pertaining to enrollment can be found in the “Group Insurance Eligibility Fact Sheet for Employees and Eligible Family Members.” A copy of this fact sheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)).

#### Retirees

Information pertaining to enrollment can be found in the “Group Insurance Eligibility Fact Sheet for Retirees and Eligible Family Members.” A copy of this fact sheet is available in the HR Forms section of UCnet ([ucnet.universityofcalifornia.edu](http://ucnet.universityofcalifornia.edu)).

## Section II The ARAG Legal Insurance Plan

### A. Benefits Under The ARAG Legal Insurance Plan Consist of Three Parts

The person must be an Insured when each service is furnished.

#### Part I – Legal Representation

Attorney’s Fees for most covered (and not excluded) services are 100% paid-in-full when using a Network Attorney. Or use a Non-Network Attorney and be reimbursed up to the Non-Network Attorney benefit. For a detailed description of services and what the Benefits are, see Section III. There is a maximum reimbursement amount (see “List of Benefits”). Not all charges are eligible and some charges are eligible only to a limited extent. There is also a Conversion Plan that may apply after a person ceases to be covered under The ARAG Legal Insurance Plan (see conversion).

#### Part II – Telephone Legal Advice and Consultation

This part of the plan provides services to Insureds through a Telephone Network Attorney. There is no Network Attorney Fee for these services. The preventive legal services provided by the Telephone Network Attorney are those contained in the List of Benefits that involve the Insured’s legal affairs, and are not services that involve a visit to an Attorney’s office or are otherwise not covered. The services described will be provided to an Insured at the discretion of the Telephone Network Attorney. The Telephone Network Attorney will not charge an Insured for these services. Telephone Legal Advice and Consultation are not available for matters outside the jurisdiction of the United States.

#### Part III -Additional Benefits

##### Online Legal Tools and Resources

This part of the plan provides Insureds the opportunity to receive services over the Internet. There is no additional fee for these services.

##### Tax Services

This part of the plan provides you with year-round access to

## Additional Benefits

experienced tax specialists. You can call toll-free for a one-on-one consultation if you have questions or need advice regarding your personal, non-business related tax matters.

### Identity Theft Protection

A service that gives you access to:

- **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.
  - An Identity Theft Affidavit to help you report your identity theft to necessary parties.
- **Identity Theft Case Specialists** who will help you determine appropriate steps to begin recovery and help you monitor the progress of your recovery.
- **Full-Service Identity Restoration:** Identity Theft Restoration Specialists provide full-service identity restoration services, including specialized limited Power of Attorney to work on your behalf to restore your identity.
- **Lost Wallet Services:** Identity Theft Restoration Specialists assist you in canceling and reissuing personal documents such as credit cards, driver's license, Social Security Cards, etc. - due to lost or stolen wallet or identity documents.
- **Identity Theft Insurance:** Should you become a victim of identity theft, Identity Theft Insurance provides coverage up to \$1 million for expenses associated with restoring your identity. (Eligibility, coverage, limitations and exclusions are governed by a separate Master Policy. Please see the Identity Theft Plan Summary for details.)

*In order to use the following services, you will need to log in and establish an online monitoring account.*
- **Single-Bureau Credit Monitoring:** Services designated to track and inform you of any activities or changes to your credit - including loan applications, credit card activations, delinquencies, etc.

- **Internet Surveillance:** Service that monitors thousands of websites and millions of data points, alerting you if your personal information is found being bought or sold online.
- **Child Identity Monitoring:** Service that monitors your minor child's personal information and Social Security number for activity on the dark web. It also monitors a minor child's Social Security numbers to identify credit information associated with their identity.

### Reduced Fee Benefit for Non-Covered Matters

This part of the plan provides reduced fees of at least 25% off the Network Attorney's normal hourly rate, for services not covered and not excluded. Not all Network Attorneys participate on the reduced fee panel and those matters that are specifically excluded in the plan are not eligible for the reduced fees.

### Reduced Contingency Fee

This part of the plan provides caps on the percentage of any settlement arrangements on contingency fee cases. Fees, for those Network Attorneys participating on this panel, are capped at 25% for initial trial/settlement and 30% for subsequent appeal proceedings.

## B. Pre-existing Conditions

Any legal matter that occurs or is initiated prior to the effective date of an Insured will be considered excluded and no benefits will apply. ARAG defines this as an event covered by this policy 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.

## C. Freedom of Choice of an Attorney

An Insured may choose any Attorney to provide Legal Representation. Except for the provisions of the Benefits and the requirement of information for claim processing, neither ARAG nor the University of California will interfere with the Insured's Attorney. The Attorney's obligation will be only with and to the Insured. If an Insured chooses to use a Non-Network Attorney the Non-Network Attorney benefit schedule will apply.

# Schedule of Benefits

## D. Confidentiality

An Insured is assured full confidentiality with respect to calls and problems discussed with any Service Provider or Attorney with respect to claims submitted for Legal Representation under The ARAG Legal Insurance Plan.

## E. Reimbursement of Legal Fees

The Benefit amount payable for legal services furnished to an Insured is the amount of the eligible charges for those legal services, but not more than these limits.

- For Legal Representation by a Network Attorney, see the limits determined from the Schedule of Benefits list of legal services in Section III.
- For Legal Representation by a Non-Network Attorney, see the reimbursement amounts shown in the Schedule of Benefits in Section III.
- Only one Benefit shall be payable for all legal services arising out of a single cause of action or event resulting in the need for the legal services. ARAG will decide which Benefit shall be payable.

If a court awards Attorney fees to an Insured in connection with covered Benefits, ARAG may require the Insured to assign all rights of recovery of the legal fees to the extent of the payment that was made by them. If an assignment is sought, an Insured must cooperate with ARAG.

## F. Eligible Charges

A charge is an eligible charge if all these conditions are met:

- It is for a covered legal service furnished to an Insured while the plan is in effect;
- The service involves an Insured's personal legal matters and is contained in the List of Benefits; and
- The person is an Insured when the service is furnished.

## G. Extension of Benefits

If coverage for you or one of your covered dependents is terminated, your legal services coverage (except Telephone Legal Advice and Consultation) will be extended to cover legal services in progress prior to the date the coverage terminated until the services are completed.

## H. Conversion

To receive UltimateAdvisor® Conversion Plan information and to enroll online, visit the ARAG Legal Center at

[www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com) and enter Access Code 10014ult.

Or

Call an ARAG Customer Care Specialist toll-free at 800-828-1395 (TTD 800-383-4184) to request plan information and enrollment materials.

Complete and sign the Enrollment Form, (and a blank voided check or required savings account information if choosing the bank draft option), and mail to: ARAG, ATTN: Eligibility, 400 Locust Street, Suite 480, Des Moines, IA 50309 or fax to 515-246-8816.

ARAG must receive these materials – which include arrangements for premium payment within 90 days of the disqualifying event.

## Section III Schedule of Benefits

**Note: You must have family participation in order for your eligible dependents to utilize the Schedule of Benefits.**

### A. Benefits

The Schedule of Benefits applies to an Insured when the Schedule of Benefits specifically states that Benefit. It includes only Benefits included in the list. However, if the law of jurisdiction where the Benefit is furnished uses legal terms that differ from those in the list provided, ARAG will determine the equivalent Benefit from the list provided.

The benefit year is a 12-month period based on a calendar year. A Benefit may be furnished for more than one insured in a Family Unit with respect to the same event or cause of action resulting in the need for that Benefit. In that case, only one Benefit will be considered to have been furnished.

If a Non-Network Attorney is used, the amounts payable under that Benefit may be up to the limits on the following schedule.

## Schedule of Benefits

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<p><b>Uncontested Adoption</b>  <b>Legal services</b><sup>1</sup> in an <b>uncontested</b> adoption for an <b>insured</b> to become an adoptive parent(s).</p>	PAID IN FULL	\$ 300*
<p><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.</p>		
<p><b>Contested Adoption</b>  <b>Legal services</b><sup>1</sup> in a <b>contested</b> adoption for an <b>insured</b> to become an adoptive parent(s).</p>	PAID IN FULL	\$ 300*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***

<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.

## Schedule of Benefits

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Bankruptcy</b>		
<b>Legal services</b> for an <b>insured</b> up to and including filing of a Chapter 7 bankruptcy final report or confirmation of a Chapter 13 bankruptcy and including post-confirmation amendments.		
Chapter 7	PAID IN FULL	\$ 780*
Chapter 13	PAID IN FULL	\$ 1,020*
<b>Uncontested Guardianship/Conservatorship</b>		
<b>Legal services</b> in an <b>uncontested</b> Guardianship/Conservatorship for an <b>insured</b> to appoint or be appointed as a Guardian/Conservator.		
	PAID IN FULL	\$ 300*
<b>Contested Guardianship/Conservatorship</b>		
<b>Legal services</b> in a <b>contested</b> Guardianship/Conservatorship for an <b>insured</b> to appoint or be appointed as a Guardian/Conservator.		
	PAID IN FULL	\$ 540*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Building Codes</b>		
<b>Legal services</b> for an <b>insured</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	\$ 360*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Child Support Enforcement</b>		
<b>Legal services</b> for an <b>insured</b> for a motion brought by <b>you</b> to enforce a final decree for child support.		
	PAID IN FULL	\$360*

## Schedule of Benefits

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<p><b>Defense of Civil Damage Claims</b>  <b>Legal services</b> for an <b>insured</b> in defense against civil damage(s) claims, except claims involving the ownership or use of a motorized vehicle or claims which are covered by other insurance.</p>	PAID IN FULL	\$ 600*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Consumer Protection - Defendant</b>  <b>Legal services</b> for an <b>insured</b> as a defendant regarding written contracts or warranties relating to consumer <b>goods</b> or <b>services</b> (excluding residential contractor disputes).</p>	PAID IN FULL	\$ 600*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Consumer Protection - Plaintiff</b>  <b>Legal services</b> for an <b>insured</b> as a plaintiff regarding written contracts or warranties relating to consumer <b>goods</b> or <b>services</b>, (excluding residential contractor disputes).</p>	PAID IN FULL	\$ 600*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Credit Records Correction</b>  <b>Legal services</b> for an <b>insured</b> related to correcting inaccuracies or misrepresentations on <b>your</b> credit record.</p>	PAID IN FULL	\$ 120*

## Schedule of Benefits

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<p><b>Criminal Misdemeanor Defense</b>  <b>Legal services</b> for an <b>insured</b> in the defense against criminal misdemeanor charges, except those involving motorized vehicles and domestic violence charges. If the charge is escalated to a felony, coverage will cease as of the date of the escalation. If a felony charge is reduced or pled down to a misdemeanor no coverage applies.</p>	PAID IN FULL	\$ 480*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Defense of Debt Collection</b>  <b>Legal services</b> for an <b>insured</b> as the defendant in a legal action related to consumer <b>goods</b> or <b>services</b>.</p>	PAID IN FULL	\$ 600*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Divorce</b>  <b>Legal services</b> for the <b>named insured</b> in a divorce, a legal separation and/or an annulment of marriage.</p>		
<p><b>Uncontested</b> proceedings</p>	PAID IN FULL	\$ 480*
<p><b>Contested</b> proceedings</p>	PAID IN FULL	\$ 1,200*
<p><b>Protection from Domestic Violence</b>  <b>Legal services</b> for the <b>named insured</b> to obtain a protective order related to domestic violence.</p>	PAID IN FULL	\$ 300*
<p><b>Legal services</b> for an <b>insured</b> to obtain a protective order related to domestic violence when the opposing party is not an <b>insured</b> under the same <b>Certificate</b>.</p>	PAID IN FULL	\$ 300*

## Schedule of Benefits

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Driving Privilege Protection</b> <b>Legal services</b> for an <b>insured</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.	PAID IN FULL	\$ 360*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<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 an <b>insured</b> in an administrative proceeding for the restoration of suspended or revoked driving privileges of an <b>insured</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 an <b>insured</b> in an administrative action regarding an easement on <b>your primary residence</b> .	PAID IN FULL	\$ 360*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Estate Administration &amp; Estate Closing - 9 hours</b> <b>Legal services</b> for an <b>insured</b> in administering an estate where <b>you</b> have been named the executor.	PAID IN FULL (up to 9 hours per <b>insured event</b> )	\$ 540*
<b>Foreclosure</b> <b>Legal services</b> for an <b>insured</b> regarding foreclosure matters related to <b>your primary residence</b> .	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

## Schedule of Benefits

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Defense of Garnishment</b>		
<b>Legal services</b> for an <b>insured</b> in a legal action for a garnishment against <b>you</b> to collect a judgment related to <b>goods</b> or <b>services</b> .	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
(Exclusion #3 as it relates to post judgment is waived for this <b>benefit</b> .)		
<b>Habeas Corpus Proceedings</b>		
<b>Legal services</b> for an <b>insured</b> in habeas corpus proceedings.	PAID IN FULL	\$ 300*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Mental Incompetency or Infirmary Proceedings</b>		
<b>Legal services</b> for an <b>insured</b> in defense of mental incompetency or infirmity proceedings.	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<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 an <b>insured</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> and while <b>your Certificate</b> is in effect.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

## Schedule of Benefits

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<p><b>IRS Audit Protection</b>  <b>Legal services</b> for an <b>insured</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> and while <b>your Certificate</b> is in effect.</p>	PAID IN FULL	\$ 480*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Juvenile Court</b>  <b>Legal services</b> for an <b>insured</b> child charged with a crime (except those involving traffic matters) 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	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Minor Traffic - Broad (excluding DWI-related)</b>  <b>Legal services</b> for an <b>insured</b> in the defense of a traffic offense, the conviction of which would not result in suspension or revocation of <b>your</b> driving privilege. (Does not include driving while impaired or under the influence of drugs or alcohol or any non-moving offense.)</p>	PAID IN FULL	\$ 180*
<p><b>Name Change</b>  <b>Legal services</b> for an <b>insured</b> to legally change his/her name.</p>	PAID IN FULL	\$ 240*
<p><b>Neighbor Disputes</b>  <b>Legal services</b> for an <b>insured</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.</p>	PAID IN FULL	\$ 600*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***

## Schedule of Benefits

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<p><b>General In Office Services - 8 hours</b>  <b>General in office legal services</b> from the date the attorney is retained. <b>(THIS BENEFIT IS LIMITED TO 8 HOURS PER FAMILY PER CERTIFICATE YEAR.)</b></p>	8 hours	\$ 480*
<p><b>Personal Property Protection</b>  <b>Legal services</b> for an <b>insured</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.</p>	PAID IN FULL	\$ 600*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Post Decree Defense</b>  <b>Legal services</b> for an <b>insured</b> for a motion brought against <b>you</b> to modify a final decree for child support, child custody, child visitation, or alimony.</p>	PAID IN FULL	\$ 360*
<p><b>Post Decree Enforcement</b>  <b>Legal services</b> for an <b>insured</b> for a motion brought by or against <b>you</b> to enforce a final decree for child custody, child visitation, or alimony.</p>	PAID IN FULL	\$ 360*
<p><b>Post Decree Modification</b>  <b>Legal services</b> for an <b>insured</b> for a motion brought by <b>you</b> to modify a final decree for child custody or child visitation.</p>	PAID IN FULL	\$ 360*
<p><b>Property Tax</b>  <b>Legal services</b> for an <b>insured</b> in an administrative action brought by <b>you</b> to reduce the property tax assessment on <b>your primary residence</b>.</p>	PAID IN FULL	\$ 360*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,200**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***

## Schedule of Benefits

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Real Estate Disputes</b>		
<b>Legal services</b> for an <b>insured</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	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>School Administrative Hearings</b>		
<b>Legal services</b> for an <b>insured</b> in an administrative public or private formal school proceeding related to primary and secondary education regarding disabilities, special education and student policy violations.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Small Claims Court</b>		
<b>Legal services</b> for an <b>insured</b> to obtain advice and counseling to bring a claim in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 120*
<b>Legal services</b> for an <b>insured</b> to defend an action in Small Claims Court (or similar court of limited civil jurisdiction) including representation in court where allowed by law.	PAID IN FULL	\$ 240*
(Exclusion #3 as it relates specifically to small claims matters does not apply to this benefit.)		
<b>Social Security/Veterans/Medicare</b>		
<b>Legal services</b> for an <b>insured</b> in an administrative proceeding arising out of Social Security, Veterans, Medicare or Medicaid benefits.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

## Schedule of Benefits

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>State Tax Audit</b>		
<b>Legal services</b> for an <b>insured</b> involving state taxing authority audits related to <b>your</b> personal tax return where the initial written notice is received after <b>your effective date</b> and while <b>your Certificate</b> is in effect.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Tenant Matters</b>		
<b>Legal services</b> for an <b>insured</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	\$ 240*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Wills &amp; Durable Power of Attorney</b>		
Individual will or husband and wife will(s). (Does not include any tax planning services done in connection with the will.)	PAID IN FULL	\$ 150
Codicil (an amendment to a will)	PAID IN FULL	\$ 40 single document \$ 60 spousal documents
Living Will / Health Care Directive	PAID IN FULL	\$ 35 single document \$ 50 spousal documents
Durable / Financial Power of Attorney	PAID IN FULL	\$ 35 single document \$ 50 spousal documents

## Schedule of Benefits

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Zoning and Variances</b> <b>Legal services</b> for an <b>insured</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	\$ 360*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

\* **Non-Network Attorney Indemnity Benefits** are \$60 per hour up to the stated amount

\*\* **Trial Indemnity Benefits** are (\$200 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

## Schedule of Benefits

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### **SERVICES**

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#### **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 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.

You will receive:

- Toll-free telephone advice on how the law relates to your personal legal matter and which action may be taken.
- Follow-up correspondence and telephone calls to third parties related to your personal legal matter.
- Specific document preparation and document review.
- You will receive legal assistance from the Telephone Legal Access Law Firm for the preparation or review of a Standard Will or Codicils.

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.

## Schedule of Benefits

### **REDUCED FEE LEGAL SERVICES**

If your legal matter is not fully covered under your insurance policy and is not listed under the “Exclusions” in your Service Plan, you are eligible to work with a Reduced Fee 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 Reduced Fee Network Attorney. Access to a Reduced Fee Network Attorney is subject to availability. You are encouraged to contact ARAG to determine proximity to a Reduced Fee Network Attorney within legal practice areas.

For Telephone Advice, if your matter cannot be resolved over the phone and is not fully covered under your insurance policy and not excluded under the “Exclusions” in your Service Plan, you are eligible to work with a Reduced Fee 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 Reduced Fee Network Attorney.

### **REDUCED CONTINGENCY FEES**

This service provides you access to 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 or after trial, or will not exceed 30% of the net recovery if successfully resolved on or after an appeal.

### **TAX SERVICES**

This service provides you with year-round access to experienced tax specialist. You can call toll-free for a one-on-one consultation if you have questions or need advice regarding your personal, non-business related tax matters. Services include:

- Tips for state or federal filing of personal taxes
- Explanation of tax law changes
- Research on complex tax matters
- Advice regarding IRS Audits and notifications
- Review of last year's personal tax return
- Personal tax return preparation for only \$50\*

\*There is a \$50 cost for each tax preparation (federal or state). Tax preparation is limited to returns that include forms 1040, 1040A or 1040EZ including Schedule A (Itemized Deductions), Schedule B (Interest and Ordinary Dividends) and Schedule D (Capital Gains and Losses). Returns with additional schedules shall be prepared and billed at a rate of \$60 per hour.

## Schedule of Benefits

### **IDENTITY THEFT PROTECTION**

A service that gives you access to:

- **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,
  - An Identity Theft Affidavit to help you report your identity theft to necessary parties.
- **Identity Theft Case Specialists** who will help you determine appropriate steps to begin recovery and help you monitor the progress of your recovery.
- **Full-Service Identity Restoration:** Identity Theft Restoration Specialists provide full-service identity restoration services, including specialized limited Power of Attorney to work on your behalf to restore your identity.
- **Lost Wallet Services:** Identity Theft Restoration Specialists assist you in canceling and reissuing personal documents such as credit cards, driver's license, Social Security Cards, etc. - due to lost or stolen wallet or identity documents.
- **Identity Theft Insurance:** Should you become a victim of identity theft, Identity Theft Insurance provides coverage up to \$1 million for expenses associated with restoring your identity. (Eligibility, coverage, limitations and exclusions are governed by a separate Master Policy. Please see the Identity Theft Plan Summary for details.)

In order to use the following services, you will need to log in and establish an online monitoring account.

- **Single-Bureau Credit Monitoring:** Services designated to track and inform you of any activities or changes to your credit - including loan applications, credit card activations, delinquencies, etc.
- **Internet Surveillance:** Service that monitors thousands of websites and millions of data points, alerting you if your personal information is found being bought or sold online.
- **Child Identity Monitoring:** Service that monitors your minor child's personal information and Social Security number for activity on the dark web. It also monitors a minor child's Social Security numbers to identify credit information associated with their identity.

## Schedule of Benefits

### **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.

### **LAW GUIDE**

**Law Guide** – An extensive library of easy-to-understand legal articles to help you research your legal situation.

- Provides overviews of general areas of law including, but not limited to, estate planning, consumer matters and family law.
- Gives specific information on legal issues including, but not limited to, wills, divorces and child custody matters.

### **DIY DOCS®**

**Do-It-Yourself Legal Documents** - Online access to more than 300 state-specific 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
- Marriage
- Real Estate
- 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

# Exclusions and Limitations

## B. Exclusions and Limitations

**Insurance Benefits** do not include any services or charges in connection with any of the following:

1. Matters against ARAG, University of California or an insured against the interests of the named insured under the same Certificate.
2. Legal services arising out of a business interest, investment interests, employment matters, your role as an officer or director of an organization, and patents or copyrights.
3. Legal services in class actions, post judgments, punitive damages, malpractice, appeals, small claims court or equivalent court in your state.
4. Legal services deemed by ARAG 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.

**Plan Services** do not include:

1. Services for matters against ARAG, University of California and/or your employer.
2. Matters arising out of your profession, business interests, occupation, employment, workers or unemployment compensation, relocation required by an employer, patents or copyrights.
3. Legal representation deemed by the providing attorney to be lacking merit, or representation that is, in the judgment of the providing attorney, in violation of attorney ethics rules.
4. Services for the benefit of a person other than you.

**Telephone Legal Advice and Consultation** services are excluded for:

1. Matters which require, in your and/or the Telephone Attorney's opinion, your personal presence in a firm's office or your direct and personal representation by another attorney or accountant.
2. Immigration assistance services unless those services are specifically listed in your service agreement.
3. Services for a person other than the Named Plan Member against the interests of another plan member.
4. Matters outside the jurisdiction of the United States of America.

# Glossary

## Section IV Glossary

**Appeal** – A legal proceeding to take a case to a higher court for rehearing.

**ARAG Legal Insurance Plan** – The name of your legal insurance plan which is underwritten by ARAG Insurance Company.

**Attorney Fee** – The amount charged by an attorney for his or her time spent providing covered legal services.

**Class Action** – An action in which one or more members of a numerous class, having a common interest in the subject of litigation, sue or defend on behalf of themselves and all members.

**Codicil** – A supplement or amendment to a will.

**Consumer Protection Action** – An action for the enforcement of written or implied warranties or promises relative to the lease or purchase of goods or services.

**Contested** – An action in which one or more disputed material issues must be litigated, determined and resolved through court, mediation, arbitration, or administrative proceedings; or substantial negotiation of opposing position is required to resolve the action.

**Effective Date** – The date on which the policyholder enrolls the named insured and from which date premium has been paid for you.

**Employer** – The University of California.

**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.

**Habeas Corpus** – A writ of habeas corpus is a legal document that forces law enforcement authorities to produce a prisoner they are holding and to legally justify his or her detention.

**Indemnity Benefits** – Covered legal services which are reimbursed to the insured up to the benefit amount indicated under the specific coverage. The insured is responsible for all legal services which may exceed the amount paid by ARAG.

**Insured** – The “Insured” is dictated by premium paid and as indicated by coverages listed in the “Benefits” section, the named insured only or the named insured and the named insured’s spouse, or domestic partner (who is registered with ARAG) and/or eligible dependents as defined by mutual agreement between the policyholder and ARAG.

**Insured Event** – An event covered by this policy 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.

**Legal Dispute** – A disagreement between you and any other party regarding your legal rights.

**Legal Services** – This is the time spent by an 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, mediators, home studies, transcriptionists, title searches, and title abstracting.

**Living Trust** – A trust established and in effect during the lifetime of the grantor. Also called Inter Vivos Trust.

**Living Will** – A legal declaration, prepared in advance, which directs the course of health care decisions and treatment; may ensure your medical care decisions are respected and carried out when you are unable to express them.

**Named Insured** – Is the person enrolled via the policyholder with ARAG as entitled to coverage under the terms of this policy.

# Glossary

**Network Attorney** – An Attorney with whom ARAG has contracted to perform covered legal services in the United States for an Insured.

**Non-Network Attorney** – An Attorney who is not a Network Attorney, chosen by you to perform legal services covered under the indemnity benefits of this policy.

**Paid-in-full Benefits** – A legal service covered by the ARAG Legal Plan for which the fee for that legal service is fully paid if a Network Attorney is used.

**Petition** – A formal written document addressed to a court or judge which states facts and circumstances, and contains a formal request for relief.

**Personal Property** – Property, which is not real estate property and which does not produce income

**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.

**Related by Blood or Marriage** – You may choose any Attorney who is not your parent, brother or sister, your spouse, your spouse's parent, your spouse's brother or sister, or your child or step-child.

**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.

**Service Provider** – An individual or company with whom ARAG has contracted to perform covered services in the United States for an Insured. For example, Identity Theft Protection is considered a service provider.

**Standard Will** – 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.

**Telephone Network Attorney** – A telephone attorney with whom ARAG has contracted to perform covered legal services in the United States for you.

**Trial** – 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.

**Trust** – A document established to commit or place property; (real or personal) in another's care or name guardianship for minor children.

**Uncontested** – Action in which all matters are settled without court intervention, mediation, arbitration, or substantial negotiation of opposing position.

**You and Your** – An insured.

# Grievance Procedures

## Section V Grievance Procedures

### Service Provider

If you have a problem with a Service Provider in the handling of a service issued under the ARAG Legal Insurance Plan and you and the Service Provider cannot resolve it, a written grievance is required. ARAG will provide you with a form and information about filing the grievance.

### Network Attorney

If you have a problem with a Telephone Network Attorney or Network Attorney in the handling of a legal matter covered under the ARAG Legal Insurance Plan, and you and the attorney cannot resolve it, a written grievance is required. ARAG will provide you with the form and information about filing the grievance with us.

ARAG will provide alternative benefits if you are unable to find a Network Attorney willing to perform the covered legal services or if the attorney selected by you is disqualified or otherwise unable to perform the covered legal services. Any disputes you have concerning your grounds for requesting an alternative benefit will be submitted to an impartial arbitrator whose decision will be binding on both parties.

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

### Appeal Procedure

If you believe you may be entitled to benefits that have been denied, or you are in disagreement with any determination that has been made, you may present a claim to ARAG.

You must follow the claim and review procedure carefully and completely and you must file your claim before the deadlines provided. If you do not do so, you will give up important legal rights.

You must file your claim for benefits with ARAG within one year after you knew or reasonably should have known of the principal facts on which your claim is based. After you file your claim, you must complete the entire claim and review procedure before you can sue over your claim. It is important that you include all the facts and arguments that you want considered during the claim and review procedure.

Your claim for Plan benefits will be subject to a full and fair review. If your claim is wholly or partially denied, ARAG will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days) after the receipt of your claim by ARAG.

The written notice will contain the following information:

- The specific reason or reasons for the denial;
- The specific reference on the Plan provisions on which the denial is based;
- A description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- Appropriate information as to the steps to be taken if you or your beneficiary wishes to submit your claim for review.

If your claim has been denied and you wish to submit your claim for review, you must follow the Claims Review Procedure described below:

- Upon the denial of your claim for benefits, you may file your claim for review, in writing, with ARAG.
- YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.
- You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to ARAG.

Your claim for review will be given a full and fair review. If your claim is denied, ARAG will provide you with written notice of this denial within 60 days after ARAG's receipt of your written claim for review. There may be times when this 60-day period may be extended. For example, this extension may be made where there are special circumstances that are communicated to you in writing within the 60-day period. If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after the receipt by ARAG of your claim for review.

ARAG's decision on your claim for review will be communicated to you in writing and will include specific references to the pertinent Plan provisions on which the decision was based.

# How to Use the ARAG Legal Insurance Plan

You may, at your own expense, have an attorney or other representative act on your behalf, but ARAG reserves the right to require your written authorization before providing information to a third party. ARAG also reserves the right to delegate its authority to make decisions.

If you file your claim within the required time and complete the entire claim and review procedure and your claim is still denied, you may sue over your claim unless you have executed a release of claims that includes a release of your claim for benefits. However, you must commence that suit within 30 months after you knew or reasonably should have known of the principal facts on which your claim is based or, if earlier, six months after the claim and review procedure is completed.

## Section VI

### How To Use The ARAG Legal Insurance Plan

#### A. Customer Care

##### Online Customer Care

To reach the ARAG Legal Center, go to [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com) and log in as a member, 24 hours a day, seven days a week.

- Enter your Member ID and your password.
- Once you've logged in, you have access to all online Benefits including Online Legal Tools and Resources as well as access to a Customer Care Specialist, Monday-Friday, 5 a.m.-5 p.m. Pacific time.

##### E-mail Customer Care

You can e-mail us at [Service@ARAGLegal.com](mailto:Service@ARAGLegal.com) 24 hours a day and our associates are available to help you Monday-Friday, 5 a.m.-5 p.m. Pacific time. E-mail received after regular business hours will be returned within a two-hour time period on the following business day.

##### Telephone Customer Care

Call toll-free 800-828-1395 (TTD, please call 800-383-4184) for the automated telephone system, 24 hours a day, seven days a week. When prompted, enter your Member ID to access membership services. From there, you will speak to a Customer Care Specialist, Monday-Friday, 5 a.m.-5 p.m. Pacific time, who will enable you to:

- Receive legal advice over the phone, Monday-Friday, 9 a.m.-5 p.m. Pacific time.
- Learn how to use your plan or request materials.
- Obtain Benefit information or verification.

- Get a list of claims that have been paid on your behalf.
- Hear about exciting new enhancements to your plan.
- Get a claim form.
- Obtain a list of Network Attorneys.

If you require assistance from a translator during your call to the Customer Care Center, please let your representative know. We will connect your call with the Language Line Services through Transperfect. To obtain TTD assistance, please call 800-383-4184.

#### B. Telephone Legal Advice and Consultation

##### Telephone Legal Advice and Consultation

Call toll-free 800-828-1395 (TTD 800-383-4184) to connect to the Customer Care Center.

- The automated telephone system will ask you to enter your Member ID.
- You will speak with a Customer Care Specialist.
- You will be transferred to a Telephone Network Attorney, Monday-Friday, 9 a.m.-5 p.m. Pacific time.

##### Telephone Identity Theft Protection

Call toll-free 800-247-4184 (TTY 800-383-4184), 24 hours per day, 365 days per year, to connect to the Customer Care Center.

- You will speak to a Customer Care Specialist, Monday-Friday, 5 a.m.-5 p.m. Pacific time. After normal business hours, an automated telephone system will ask you to enter your Member ID.
- Request to speak with an Identity Theft Case Manager.
- You will be transferred to a Case Manager, Monday-Friday, 5 a.m.-5 p.m. Pacific time.

##### Telephone Tax Services

Call toll-free 800-247-4184 (TTY 800-383-4184) to connect to the Customer Care Center.

- You will speak to a Customer Care Specialist, Monday-Friday, 5 a.m.-5 p.m. Pacific time.
- Ask to speak to a Tax Specialist.
- You will be transferred to a Tax Specialist, Monday-Friday, 7 a.m.-3 p.m. Pacific time.

# How to Use the ARAG Legal Insurance Plan

## C. Legal Representation

### How to find a Network Attorney

- Log in to the ARAG Legal Center at [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com) and use the Attorney Finder.  
Or
- Call toll-free 800-828-1395 (TTD 800-383-4184) and a Customer Care Specialist will provide you a confirmation package, including coverage determination in writing as well as a list of Network Attorneys in your area, Monday-Friday, 5:00 a.m.-5:00 p.m. Pacific time.  
Or
- Call toll-free 800-828-1395 (TTD 800-383-4184) and the automated telephone system will fax you a list of Attorneys in your area, 24 hours a day, seven days a week
- If there are no Network Attorneys located within 30 minutes of your home, we guarantee you'll receive in-network benefits for covered legal matters. Simply contact the Customer Care Center and they will arrange for you to receive covered legal services through an attorney in your area. This guarantee does not apply for Network Attorneys on matters that are used under the reduced fee arrangements.

### General In-Office

If you need an Attorney's assistance on a matter that is not a covered service, you can use the General In-Office benefit for advice or services related to any legal matter that is not excluded under the ARAG Legal Insurance Plan (see Exclusions and Limitations).

Some examples of permitted use of the General In-Office benefits are:

- Preparation of Living Trust
- Immigration Matters
- Sale or Purchase of Your Principal Residence
- Defense of Felony
- Non-employment related administrative hearings

### How to Use a Network Attorney

- Contact the Network Attorney of your choosing, and tell them you are an ARAG plan member.
- Give them your Member ID.
- The Network Attorney will bill ARAG for Attorney Fees for covered matters. Most covered services are paid-in-full when you see a Network Attorney. You pay nothing but out-of-pocket costs such as photocopying and miscellaneous court costs for most covered Benefits.

### How to Use a Non-Network Attorney

- Call toll-free 800-828-1395 (TTD 800-383-4184) to verify Benefits with a Customer Care Specialist, Monday-Friday, 5 a.m.-5 p.m. Pacific time.
- Contact a Non-Network Attorney.
- The Non-Network Attorney will provide services for covered matters.
- The Non-Network Attorney will bill you and you pay the Attorney directly.
- To receive reimbursement, file a claim form along with an itemized statement from your Non-Network Attorney with ARAG for all covered matters.
- Send your completed claim form along with your Non-Network Attorney's billing statement to:  
ARAG  
400 Locust Street, Suite 480  
Des Moines, IA 50309
- ARAG will reimburse you for covered matters as specified under Section II, Legal Representation.

For additional claim forms you may:

- Login as a member to the ARAG Legal Center at [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com) and download a claim form.  
Or
- Call a Customer Care Specialist, Monday-Friday, 5 a.m.-5 p.m. Pacific time, to receive a copy of the claim form.

# How to Use the ARAG Legal Insurance Plan

## How to Use the Reduced Fee Network

For non-excluded items, you can receive reduced fees of at least 25% off a Network Attorney's normal hourly rate for in-office legal advice and representation.

How to Use:

- Contact any Network Attorney and tell them you are an ARAG member. Verify with the Network Attorney that he/she participates on the reduced fee panel.
- Give them your Member ID and proceed with your matter.
- The Network Attorney will bill you directly at reduced rates of at least 25% off his or her normal rates. You pay the attorney directly.

## How to Use Benefits Outside the United States

- Call toll-free 800-828-1395 (TTD 800-383-4184), to verify Benefits with a Customer Care Specialist, Monday-Friday, 5:00 a.m.-5:00 p.m. Pacific time. If you can not access the 800 number you may follow the steps below:
- Contact a Non-Network Attorney.
- The Non-Network Attorney will provide services for covered matters.
- The Non-Network Attorney will bill you and you pay the Attorney directly.
- To receive reimbursement, file a claim form along with an itemized statement from your Non-Network Attorney with ARAG for all covered matters.
- Send your completed claim form along with your Non-Network Attorney's billing statement to:  
ARAG  
400 Locust Street, Suite 480  
Des Moines, IA 50309
- ARAG will reimburse you for covered matters as specified under Section II, Legal Representation.

For additional claim forms you may:

- Login as a member to the ARAG Legal Center at [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com) and download a claim form.  
Or
- Call a Customer Care Specialist, Monday-Friday, 5 a.m.-5 p.m. Pacific time, to receive a copy of the claim form.

## D. Filing Your Claim

### Network Attorney Services

If you receive services from a Network Attorney, you will not need to file a claim form. The Network Attorney will call ARAG to verify Benefits. Attorney Fees for covered services will be provided by the plan.

For the matters that are covered on an indemnity basis and that exceed the indemnity benefit amount, the Network Attorney will bill you directly at reduced rates of at least 25% off his or her normal rates for the remaining hours provided the Network Attorney has agreed to the reduced rates arrangement. You pay the attorney directly.

### Non-Network Attorney Services

If you choose a Non-Network Attorney, you generally must pay the Attorney in advance. When services have been completed, send a Non-Network Attorney claim form directly to ARAG via U.S. Mail, email or fax, along with an itemized bill of the services provided by the attorney. The itemized bill must include:

- Date of service
- Services provided
- Time spent in fractions of hours

Upon receipt, these claims will be processed with all other paper claims received on the same day. Remittance will be made directly to the Plan Member in accordance with the terms and conditions of the plan's Certificate of Insurance and at the rates and maximums laid out in the same Certificate of Insurance.

To obtain a claim form, call ARAG's toll-free customer care number or log in as a member to the ARAG Legal Center at [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com).

## E. Additional Services

The following services are also available to you and include everything from self-help tools such as educational resources and actual legal documents, to assistance from experienced professionals to help with your legal needs.

# How to Use the ARAG Legal Insurance Plan

## Identity Theft Protection

Features protection against identity theft with Single-Bureau Credit Monitoring, Internet Surveillance and Child Identity Monitoring services. If you fall prey to identity theft, you can rely on Identity Theft Restoration Specialists to help with Full-Service Identity Restoration and Lost Wallet Services. Should you become a victim of identity theft, Identity Theft Insurance provides coverage up to \$1 million for expenses associated with restoring your identity.

How to Use/Setup Online Monitoring:

- Log in as a member to the ARAG Legal Center at [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com).
- Select Log In under Identity Theft Protection.

How to Use Restoration Services:

- Call toll-free 800-247-4184 (TTY 800-383-4184) to connect with a certified Identity Theft Restoration Specialist 24 hours a day, 365 days a year.

## Education Center™

The Education Center offers you a wide range of educational tools and resources to help you better understand your legal needs. These online tools and resources include:

- **ARAG Guidebooks** – a collection of more than 35 Guidebooks with detailed information and checklists to assist you with common life events.
- **LawExpresso®** – an e-newsletter that delivers easy-to-read legal tips on everyday issues directly to your in-box.
- **The Law Guide** – a vast collection of articles designed to inform you about the law, help you identify options and prepare you for handling your legal situation.

How to Use:

- Log in as a member to the ARAG Legal Center at [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com) and select a tool from the Education Center.

## Tax Services

Provides you with year-round access to experienced tax specialist. You can call toll-free for a one-on-one consultation if you have questions or need advice regarding your personal, non-business related tax matters.

How to Use (Tax Specialist):

- Call toll-free 800-247-4184 (TTY 800-383-4184) and request Tax Specialist assistance.

## DIY Docs®

Create your own simple legal documents with the help of easy-to-use interactive software. Choose from a legal library of more than 350 documents. Legal documents include:

- Bill of Sale Forms
- Complaint Letters
- Dispute Credit Card Charge Letter
- Lease Termination Agreement

How to Use DIY Docs:

Log in as a member to the ARAG Legal Center at [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com).

- Select “DIY Docs” under “Online Resources.”
- Search for the legal document relevant to your situation.

## Reduced Fee Benefit for Non-Covered Matters

This part of the plan provides reduced fees of at least 25% off the Network Attorney’s normal hourly rate, for services not covered. Not all Network Attorneys participate on the reduced fee panel and those matters that are specifically excluded in the plan are not eligible for the reduced fees.

**How to Use:**

- Contact any Network Attorney and tell him or her you are an ARAG plan member. Verify with the Network Attorney that he/she participates in the reduced fee panel.
- Give him or her your Member ID and proceed with your matter.
- The Network Attorney will bill you directly.

## Reduced Contingency Fees

Network Attorneys will represent you under a contingent fee arrangement. The fee paid to the attorney is based on the success of your case and is a percentage of the amount of money awarded. The contingent fee cannot exceed 25% of the amount awarded before or after Trial, or cannot exceed 30% of the amount awarded if successfully resolved only after an appeal.

**How to Use:**

- Contact any Network Attorney and tell him or her you are an ARAG plan member. Verify with the Network Attorney that he/she participates in the reduced fee panel.
- Give him or her your Member ID and proceed with your matter.

# Coordination of Benefits

## Section VII

### Coordination of Benefits

The ARAG Legal Insurance Plan contains a no profit provision coordinating it with other legal plans under which you or your covered dependents may be covered so that the total benefits will not exceed 100% of the allowable expense.

An “allowable expense” is any expense covered, at least in part, by one of the plans. “Plans” means these types of legal services benefits: (a) coverage under a governmental program or provided or required by statute, or (b) group insurance or other coverage for a group of individuals, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. When a claim is made the primary plan pays its benefits without regard to any other plans. The secondary plans adjust their benefits so that the total benefits available will not exceed the allowable expense. No plan pays more than it would without the coordination provision.

A plan without a coordinating provision is always the primary plan. If all plans have such a provision:

1. the plan covering the individual directly rather than as the dependent, is primary and the others secondary;
2. if a child is covered under both parents' plans, and the parents have the same birthday, the plan that covered the individual longer is primary; but when the parents are separated or divorced, their plans pay in this order:
  - (a) if a court decree has established financial responsibility for the child's legal expenses, the plan of the parent with this responsibility;
  - (b) the plan of the parent with the custody of the child;
  - (c) the plan of the spouse married to the parent with custody of the child;
3. if neither (1) nor (2) apply, the plan covering the individual the longest is primary.

When your plan is the secondary plan and its payment is reduced to consider the primary plan's benefits, a record is kept of the reduction. This amount will be used to increase your legal plan's payment on any later claims in the same calendar year — to the extent there are allowable expenses that would not otherwise be fully paid by your ARAG Legal Insurance Plan and others.

Underwritten by ARAG Insurance Company, Des Moines, Iowa

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