



# LLNS Benefit Program Summary Effective January 1, 2018

## **IMPORTANT**

This is a summary of highlights of the above-named Benefit Program, a component of the LLNS Health and Welfare Benefit Plan for Employees, ERISA Plan 501 and the LLNS Health and Welfare Benefit Plan for Retirees, ERISA Plan 502 (each a "Plan"). Receipt of this document and/or your participation in a Plan and any benefit programs under a Plan do not guarantee your employment or any rights or benefits under a Plan. LLNS reserves the right to amend or terminate each Plan or any benefit program(s) under a Plan at any time. Each Plan and the benefit programs referred to in this summary are governed by a Federal law (known as ERISA), which provides rights and protections to Plan participants and beneficiaries.

For more information on LLNS benefit programs, see the LLNS Health and Welfare Benefit Plan for Employees Summary Plan Description or the LLNS Health and Welfare Benefit Plan for Retirees Summary Plan Description, as applicable, available from the LLNS Benefits Office at 925-422-9955. SPDs are also available electronically at <https://benefits.llnl.gov/> (for employees) or at [www.llnsretireebenefits.com](http://www.llnsretireebenefits.com) (for retirees).

**ARAG**

**ARAG Legal Insurance**

# ARAG Legal Insurance

This Benefit Program Summary describes the benefits included in ARAG **legal insurance** 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 benefit program summary 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 benefit program summary replaces any older benefit program summaries issued to you. Except when otherwise indicated by the context of this benefit program summary, any masculine terminology herein will also include the feminine, and the definitions of any terms in the singular also include the plural.

In addition to the information contained in this Benefit Program Summary, the LLNS Health and Welfare Benefit Plan for Employees Summary Plan Description and the LLNS Health and Welfare Benefit Plan for Retirees Summary Plan Description contain important information about your LLNS welfare benefits. The Summary Plan Description ("SPD") applicable to you depends on whether you are an employee or a retiree. The SPD applicable to you is referred to in this Benefit Program Summary as your LLNS SPD.

## **For additional information:**

### **For Employees:**

LLNS Benefits Office

#### Mailing Address:

P.O. Box 808, L-640  
Livermore, CA 94551

#### Street Address:

7000 East Ave., L-640  
Livermore, CA 94550

Telephone: 925-422-9955

Fax: 925-422-8287

Web address: <https://benefits.llnl.gov/>

### **For Retirees:**

Empyrean LLNS Customer Care Center

#### Mailing Address:

PO Box 2307  
Bellaire, TX 77402

Telephone: 844-750-5567

Fax: 866-754-1395

Web address: [www.llnsretireebenefits.com](http://www.llnsretireebenefits.com)

# ARAG Legal Insurance

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# ARAG Legal Insurance

## Section 1 LLNS, Eligibility, Enrollment, Termination and Plan Administration Provisions Effective Date: January 1, 2018

LLNS establishes its own health and welfare plan eligibility, enrollment and termination criteria based on the LLNS Health and Welfare Benefit Plan for Employees and the LLNS Health and Welfare Benefit Plan for Retirees. Detailed information on eligibility, enrollment and termination criteria can be found in your LLNS SPD.

### A. Eligibility

The following individuals are eligible to enroll in this Benefit Program.

#### Subscriber

##### **Employee:**

You are eligible for participation if you meet the eligibility criteria as described in your LLNS SPD.

##### **Retiree:**

See your LLNS SPD for eligibility information.

**A Survivor** – a deceased Employee's or Retiree's Family Member may be eligible to continue coverage as set forth in your LLNS SPD.

#### **Eligible Dependents**

See your LLNS SPD for eligibility information.

#### No Dual Coverage

Benefit Program rules do not allow duplicate coverage. See your LLNS SPD for more information.

#### More Information

For information on who qualifies and how to enroll, Employees should contact the LLNS Benefits Office. Retirees should contact the Customer Care Center.

### B. Enrollment

For information about enrolling yourself or an eligible Family Member, contact the LLNS Benefits Office. If you are a Retiree, contact the Customer Care Center. Additional information can be found in your LLNS SPD.

#### **During a Period of Initial Eligibility (PIE)**

Information can be found in your LLNS SPD.

#### Change in Coverage

In order to change from single to adult plus child(ren) coverage, or two adult coverage, or family coverage, or to add another Child to existing family coverage, contact the LLNS Benefits Office (or Customer Care Center if you are a Retiree).

### C. Termination of Coverage

The termination of coverage provisions that are established in accordance with the LLNS Benefit Program described in your LLNS SPD.

#### De-Enrollment Due to Loss of Eligible Status

Information can be found in your LLNS SPD.

#### De-Enrollment Due to Fraud or Intentional Misrepresentation

Coverage for you and/or your family members may be terminated if you or a family member commit fraud or make an intentional misrepresentation of material fact relating to plan coverage.

#### Leave of Absence, Layoff or Retirement

Contact LLNS Benefits Office for information about continuing your coverage in the event of an authorized leave of absence, layoff or retirement. Upon retirement, you can elect to enroll or continue coverage through the LLNS Retiree Legal Plan.

#### Military Leave

ARAG waives the premiums for employees that are on military leave.

#### Survivor Benefit

Upon the death of the named insured, coverage for the surviving spouse or domestic partner and the insured dependents continues under the policy for one year, and we waive further premium payments during this time. Coverage shall terminate prior to the end of that one year period if the policyholder cancels the policy during that time frame, in such case, coverage shall cease as of the date the policyholder cancels the policy.

# ARAG Legal Insurance

## **D. Plan Administration**

Please refer to your LLNS SPD for Plan Administration information.

The Benefits and Investment Committee is the Plan Administrator.

Lawrence Livermore National Security, LLC  
Benefits and Investment Committee

Mailing Address:  
P.O. Box 808, L-640  
Livermore, CA 94551

Street Address:  
7000 East Ave., L-640  
Livermore, CA 94550  
925-422-9955

Claims under the Benefit Program are processed by ARAG at the following address and phone number:

ARAG  
500 Grand Avenue, Suite 100  
Des Moines, IA 50309  
800-247-4184

Underwritten by ARAG Insurance Company, Des Moines, Iowa.

## **Group Contract Number**

The Group Contract Number is: 15601

## **Agent for Serving of Legal Process**

Legal process may be served on ARAG at:

CSC-Lawyers Incorporating Service  
2730 Gateway Oaks Drive  
Suite 100  
Sacramento, CA 95833

Also, see your LLNS SPD for additional information on Agent for Service of Legal Process.

## **Claims under the Benefit Program**

To file a claim, refer to page 26 of this document. To appeal a denied claim, refer to page 23 of this document.

# ARAG Legal Insurance

## Section II

### ARAG Legal Insurance

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

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

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

This part of the benefit program provides services to Insureds through a Network Attorney via the telephone. There is no attorney fee for these services.

The preventive legal services provided by the Network Attorney over the telephone 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 Network Attorney. The 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 and Puerto Rico.

##### Part II – 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 of your choice and be reimbursed up to the indemnity benefit as stated in your policy. For a detailed description of the 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 ARAG Legal Insurance (see conversion).

##### Part III – Additional Benefits

###### Online Legal Tools and Resources

This part of the benefit program provides Insureds the opportunity to receive services online. There is no fee for these services.

###### Tax Services

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

This part of the plan provides access to Single-Bureau Child Identity Monitoring, Internet Surveillance and Child Monitoring services. If a member experiences identity theft, Restoration Specialists are available to help with Full-Service Identity Restoration and Lost Wallet Services. Identity Theft Insurance is also included, providing coverage up to \$1 million\* for expenses associated with restoring the member's identity. These are services that do not involve an office visit. There is no fee for these services.

###### Change of Address Monitoring

Alerts you if a change of address request has been submitted to the U.S. Postal Service for your address.

###### Financial Education and Counseling Services

This part of the plan provides access to a Financial Counselor who can provide guidance and education on a wide range of financial topics – cash and debt management, budgeting, retirement planning, student loans and more. These are services that do not involve an office visit. There is no fee for these services.

###### Caregiving Services

This part of the benefit offers access to Network Attorneys and other professionals who can help find caregiving options for parents or grandparents. You can talk with an Eldercare Advocate who can assess your eldercare needs, answer questions, and help develop care plans to meet specific caregiving needs. They can also send a personalized information guide with a list of assisted living facilities, nursing homes or healthcare agencies, including comparative quality-of-care ratings and reports on thousands of facilities and agencies. They can also search for available assisted living facilities, nursing homes, home healthcare agencies and adult day care providers and their rates then negotiate discounts for facilities when available.

###### Reduced Fee Benefit for Non-Covered Matters

This part of the benefit program offers reduced fees of at least 25% off the Network Attorney's standard hourly fees, for services not covered and not excluded.

###### Reduced Contingency Fee

This part of the benefit program provides caps on the percentage of any settlement arrangements on contingency fee cases. Fees for Network Attorneys 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

\*Eligibility, coverage, limitations and exclusions are governed by a separate coverage document. Please see the identity theft plan summary for details.

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 LLNS 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.

### 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 ARAG Legal Insurance.

### 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 benefit program 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 [ARAGLegalCenter.com](http://ARAGLegalCenter.com) and enter Access Code 15601LLL.

Or

Call an ARAG Customer Care Specialist toll-free at 800-247-4184 (TTY 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

### A. Schedule of Benefits

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

The List 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 below, ARAG will determine the equivalent Benefit from the list below.

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.

(NOTE: The limits in this list are the maximum amount ARAG will pay for covered services. For paid-in-full benefits, an insured will not pay a Network Attorney any attorney's fees. For benefits that have an hourly or dollar limitation on ARAG's payment, ARAG will cover the amount stated in the list. Any attorney's fees in excess of this limit will be charged directly to the insured by the Network Attorney at a 25% reduction from the attorney's normal hourly rate. If a Non-Network Attorney is used, the amounts payable under that Benefit may be up to these limits.)

# Telephone Legal Advice and Consultation

	Telephone Network Attorney		Telephone Network Attorney
<p><b>Telephone Legal Advice and Consultation</b> – Toll-free telephone advice on how the law relates to an Insured’s personal legal matters and which actions may be taken.</p> <p>Twenty-four (24) hour Emergency Assistance.</p>	Paid-in-Full	<p><b>Immigration</b> Call a Network Attorney who can provide legal advice and consultation regarding:</p> <ul style="list-style-type: none"> <li>• Immigration processes and guidelines.</li> <li>• The filing and processing of applications and petitions.</li> <li>• Laws and regulations of immigration benefits.</li> <li>• Deportation and removal proceedings.</li> </ul> <p>A Telephone Attorney can also review immigration forms, assist in document preparation and help you prepare for immigration hearings.</p> <p>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.</p>	Paid-in-Full
<p><b>Follow-Up Calls/Correspondence</b> Follow-up telephone calls and correspondence to third parties related to an Insured’s personal legal matters.</p>	Paid-in-Full		
<p><b>Document Preparation Paid-in-Full</b> Receive assistance with the preparation of documents.</p> <ol style="list-style-type: none"> <li>1. Special powers of attorney and revocations</li> <li>2. Childcare authorizations</li> <li>3. Challenge to denial of credit</li> <li>4. Bad check notice</li> <li>5. Credit card inquiry</li> <li>6. Promissory notes and affidavits related to their Personal Property</li> <li>7. Bills of sale related to their Personal Property</li> </ol>	Paid-in-Full		At least 25% discount off normal hourly rates.
<p><b>Document Review</b> Receive legal services to review legal documents related to an Insured’s personal legal matter.</p>	Paid-in-Full		
<p><b>Standard Will and Telephone Legal Assistance</b> Preparation of a Standard Will package.</p> <ol style="list-style-type: none"> <li>1. Standard will documents including testamentary support trusts for minor children</li> <li>2. Durable powers of attorney</li> <li>3. Health care powers of attorney and revocation</li> <li>4. Living wills, advanced health care directives</li> <li>5. Codicils</li> </ol>	Paid-in-Full	<p><b>Caregiver Support Services</b> You have access to Care Advocates who will:</p> <ul style="list-style-type: none"> <li>• Answer your eldercare-related questions, assess elder care needs and help develop care plan</li> <li>• Send you a customized information guide that contains lists of assisted living facilities, nursing homes or healthcare agencies, including comparative quality-of-care ratings and reports on thousands of facilities and agencies – along with helpful eldercare information.</li> <li>• Give you access to the nation’s most comprehensive eldercare database with more than 90,000 long term care providers.</li> <li>• Conduct searches to determine availability and rates of assisted living facilities, nursing homes, home healthcare agencies and adult day care providers. Advocates will also negotiate discounts when available.</li> </ul>	Paid-in-Full

# ARAG Legal Insurance

## Legal Representation

**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</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).	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.

# ARAG Legal Insurance

## Legal Representation

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<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	\$ 800*
<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><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>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.</p>		
<p>Chapter 7</p>	PAID IN FULL	\$ 880*
<p>Chapter 13</p>	PAID IN FULL	\$ 1,200*
<p><b>Caregiving Services - Annual Check Up</b>  <b>Legal services</b> for <b>you</b> and <b>your</b> parent/grandparent to meet with an attorney on an annual basis. This annual meeting is to discuss the legal needs of <b>your</b> parent/grandparent and discuss any changes in their situation and potential legal implications.</p>	PAID IN FULL	\$ 80*
<p>This <b>benefit</b> is limited to one usage per family per <b>certificate year</b>.</p>		
<p><b>Uncontested Child Support Enforcement</b>  <b>Legal services</b> for an <b>insured</b> for an <b>uncontested</b> motion by <b>you</b> to enforce a final decree for child support.</p>	PAID IN FULL	\$ 320*
<p><b>Contested Child Support Enforcement - 8 hours</b>  <b>Legal services</b> for an <b>insured</b> for a <b>contested</b> motion by <b>you</b> to enforce a final decree for child support.</p>	PAID IN FULL (up to 8 hours per <b>insured event</b> )	\$ 640*

# ARAG Legal Insurance

## Legal Representation

	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, claims which are covered by other insurance, or claims related to a felony charge.</p>	PAID IN FULL	\$ 800*
<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>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	\$ 800*
<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>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	\$ 800*
<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>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	\$ 160*

# ARAG Legal Insurance

## Legal Representation

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<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	\$ 720*
<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>Defense of Debt Collection</b>  <b>Legal services</b> for an <b>insured</b> as the defendant in a <b>legal dispute</b> related to consumer <b>goods</b> or <b>services</b>.</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>Uncontested Divorce</b>  <b>Legal services</b> for the <b>named insured</b> in an <b>uncontested</b> divorce, a legal separation and/or an annulment of marriage.</p>	PAID IN FULL	\$ 640*
<p><b>Contested Divorce - 15 hours</b>  <b>Legal services</b> for the <b>named insured</b> in a <b>contested</b> divorce, a legal separation and/or an annulment of marriage.</p>	PAID IN FULL (up to 15 hours per <b>insured event</b> )	\$ 1,200*
<p><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.</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***

# ARAG Legal Insurance

## Legal Representation

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Foreclosure</b> <b>Legal services</b> for an <b>insured</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***
<b>Defense of Garnishment</b> <b>Legal services</b> for an <b>insured</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 an <b>insured</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 an <b>insured</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 an <b>insured</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***

# ARAG Legal Insurance

## Legal Representation

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<p><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>.</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>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>.</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>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	\$ 1,800**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<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>General In Office Services - 8 hours</b>  <b>General in office legal services.</b></p>	8 hours	\$ 640*
<p>(This <b>benefit</b> is limited to eight hours per family per <b>certificate year</b>.)</p>		

# ARAG Legal Insurance

## Legal Representation

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Uncontested Post Decree Defense</b> <b>Legal services</b> for an <b>insured</b> for an <b>uncontested</b> motion brought against <b>you</b> to modify a final decree for child support, child custody, child visitation, or alimony.	PAID IN FULL	\$ 320*
<b>Contested Post Decree Defense - 8 hours</b> <b>Legal services</b> for an <b>insured</b> for a <b>contested</b> motion brought against <b>you</b> to modify a final decree for child support, child custody, child visitation, or alimony.	PAID IN FULL (up to 8 hours per <b>insured event</b> )	\$ 640*
<b>Uncontested Post Decree Enforcement</b> <b>Legal services</b> for an <b>insured</b> for an <b>uncontested</b> motion brought by <b>you</b> or against <b>you</b> to enforce a final decree for child custody, child visitation, or alimony.	PAID IN FULL	\$ 320*
<b>Contested Post Decree Enforcement - 8 hours</b> <b>Legal services</b> for an <b>insured</b> for a <b>contested</b> motion brought by <b>you</b> or against <b>you</b> to enforce a final decree for child custody, child visitation, or alimony.	PAID IN FULL (up to 8 hours per <b>insured event</b> )	\$ 640*
<b>Uncontested Post Decree Modification</b> <b>Legal services</b> for an <b>insured</b> for an <b>uncontested</b> motion brought by <b>you</b> to modify a final decree for child custody or child visitation.	PAID IN FULL	\$ 320*
<b>Contested Post Decree Modification - 8 hours</b> <b>Legal services</b> for an <b>insured</b> for a <b>contested</b> motion brought by <b>you</b> to modify a final decree for child custody or child visitation.	PAID IN FULL (up to 8 hours per <b>insured event</b> )	\$ 640*

# ARAG Legal Insurance

## Legal Representation

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<p><b>Property Tax - Primary Residence</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	\$ 400*
<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 an <b>insured</b> to obtain advice and counseling to bring a claim in Small Claims Court (or similar court of limited civil jurisdiction).</p>	PAID IN FULL	\$ 320*
<p><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.</p>	PAID IN FULL	\$ 400*
<p><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.)</p>	PAID IN FULL	\$ 320 single document \$ 400 spousal documents
<p>Codicil (an amendment to a will)</p>	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
<p>Living Will / Health Care Directive</p>	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
<p>Durable / Financial Power of Attorney</p>	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
<p><b>Uncontested Child Custody/Child Support Agreement</b>  <b>Legal services</b> for an <b>insured</b> for the creation of an initial <b>uncontested</b> child custody, child support, or visitation agreements. This <b>benefit</b> does not include the modification of current agreements.</p>	PAID IN FULL	\$ 320*

# ARAG Legal Insurance

## Legal Representation

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<p><b>Contested Child Custody/Child Support Agreement - 8 hours</b>  <b>Legal services</b> for an <b>insured</b> for the creation of an initial <b>contested</b> child custody, child support, or visitation agreements. This <b>benefit</b> does not include the modification of current agreements.</p>	PAID IN FULL (up to 8 hours per <b>insured event</b> )	\$ 640*
<p><b>Elder Law</b>            Initial advice for an <b>insured</b> on the impact of <b>your</b> parent's/grandparent's personal legal matter on <b>you</b>.</p>	PAID IN FULL	\$ 25
<p><b>Legal services</b> for an <b>insured</b> for the preparation and review of a deed where <b>you</b> are the grantee.</p>	PAID IN FULL	\$ 40 per document
<p><b>Legal services</b> for an <b>insured</b> for the preparation and review of a promissory note where <b>you</b> are the payee.</p>	PAID IN FULL	\$ 40 per document
<p><b>Legal services</b> for an <b>insured</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.</p>	PAID IN FULL	\$ 40 per document
<p><b>Insurance Disputes</b>  <b>Legal services</b> for an <b>insured</b> as a plaintiff or defendant relating to disputes with <b>your</b> auto, home and renters insurance carrier.</p>	PAID IN FULL	\$ 800*
<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>State and Local Tax Collection Defense</b>  <b>Legal services</b> for an <b>insured</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>.</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***

# ARAG Legal Insurance

## Legal Representation

	<u>Network Attorney</u>	<u>Non-Network Attorney (Indemnity Benefit)</u>
<b>State and Local Tax Audit</b> <b>Legal services</b> for an <b>insured</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> .	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***

\* **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

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### CONDITIONS

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#### Policy Period and Territory

This policy applies to **insured events** which occur worldwide while **your Certificate of Insurance** is in effect. If an **insured event** occurs outside the United States **indemnity benefits** apply.

Any **insured event** which occurs prior to the **effective date** of an **insured** 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 a premium is paid, shall become an **insured** on the date assigned by **us**.

#### Cancellation and Termination

Neither **we** nor the **policyholder** will cancel this policy during the term defined in the Declarations except for fraud or for the failure to pay premium due. **We** will give **you** ten (10) days notice of cancellation for nonpayment of premium and forty-five (45) days notice of cancellation for any other reason.

If the **named insured** ends employment or membership in the group to which this policy is issued (except upon the **named insured's** death), or the policy is canceled by the **policyholder**, **your** coverage will cease at the end of the term for which premium has been paid.

# ARAG Legal Insurance

## Additional Benefits

	<b>Network Attorney</b>
<p><b>Online Legal Tools and Resources</b></p> <p>Insureds have access to the following services through the ARAG Legal Center.</p> <ol style="list-style-type: none"><li>1. Law Guide helps you learn about your situations and become a better-informed legal consumer</li><li>2. DIY Docs® allow you to create documents such as powers of attorney</li><li>3. Guidebooks are go-to guides for detailed information and checklists to assist you with common legal issues.</li><li>4. Attorney Finder assists you in finding counsel when you need to see an a Network Attorney for covered and non-covered matters</li></ol> <p>From the ARAG Legal Center, you'll be able to:</p> <ol style="list-style-type: none"><li>1. Get information about your legal insurance</li><li>2. Find answers to frequently asked questions</li><li>3. Get a claim form</li><li>4. Obtain a list of Network Attorneys</li><li>5. E-mail questions to <a href="mailto:Service@ARAGlegal.com">Service@ARAGlegal.com</a></li></ol>	Not Applicable
<p><b>Financial Education and Counseling Services</b></p> <p>Toll-free access to Financial Counselors, who are available to assist you with questions and guidance on a variety of financial planning matters, including:</p> <ol style="list-style-type: none"><li>1. Cash and Debt Management</li><li>2. Budgeting</li><li>3. Retirement Planning</li><li>4. Student Loan Information and More</li></ol> <p>You can also access a variety of useful tools – a personalized financial plan, articles, calculators and more – to help you map out a solid financial strategy.</p>	Not Applicable
<p><b>Reduced Fee Benefit for Non-Covered Matters</b> – An Insured can receive at least 25% off of Attorney's normal hourly fee for legal needs such as representation matters not covered and not excluded when using an ARAG Network Attorney.</p>	At least 25% off normal hourly fees
<p><b>Reduced Contingency Fee</b> – Capped at 25% for initial trial/settlement and 30% for subsequent appeal proceedings.</p>	25% capped for initial trial settlement 30% capped for subsequent appeal proceedings

# ARAG Legal Insurance

## Additional Benefits

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### Non-Network Attorney

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#### Identity Theft Protection

Not Applicable

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

#### 1. 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.

2. Identity Theft Case Managers who will help you determine appropriate steps to begin recovery and help you monitor the progress of your recovery.

#### 3. Full-Service Identity Restoration:

Restoration Specialists provide full-service identity restoration services, including specialized limited Power of Attorney to work on your behalf to restore your identity.

#### 4. Lost Wallet Services:

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.

#### 5. 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.

#### 6. Single-Bureau Credit Monitoring:

Services designated to track and immediately inform you of any activities or changes to your credit – including loan applications, credit card activations, delinquencies, etc.

#### 7. Internet Surveillance:

Services that monitor thousands of websites and millions of online data points to alert you if your personal information is being traded and/or sold.

#### 8. Child Identity Monitoring:

Services that enable parents or guardians to protect minor's information from identity theft by registering and tracking their data. Social Security Number trace monitoring to detect the creation of a credit file in a minor's name.

#### 9. Change of Address Monitoring:

Alerts you if a change of address request has been submitted to the U.S. Postal Service for your address.

# ARAG Legal Insurance

## Additional Benefits

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### Network Attorney

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#### Caregiving Services

Not Applicable

Access Network Attorneys and other professionals who can help find caregiving options for your parents or grandparents.

- Contact a Network Attorney by telephone as often as necessary to ask general questions or to talk about specific issues.
- Meet with a Network Attorney once each year to review your parents' or grandparents' legal needs.
- If parents or grandparents have a legal issue, they may work with an ARAG Network Attorney and receive at least 25% off the attorney's normal rate.

Talk with an Eldercare Advocate who can:

- Assess eldercare needs, answer questions, and help develop care plans to meet your specific caregiving needs.
- Send a personalized information guide with a list of assisted living facilities, nursing homes or healthcare agencies, including comparative quality-of-care ratings and reports on thousands of facilities and agencies.
- Access the nation's most comprehensive eldercare database with more than 90,000 long-term care providers.
- Search for available assisted living facilities, nursing homes, home healthcare agencies and adult day care providers and their rates.
- Negotiate discounts for facilities when available.

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#### Tax Services

Not Applicable

Members enrolled in the plan will have access to an experienced, professional tax specialist who will provide:

- Tips for state or federal filing of personal taxes
- Explanation of tax law changes
- Research on complex personal, non-business 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 flat \$50.00 charge for each personal tax return prepared (federal, state, local) and is limited to the preparation of tax forms 1040, 1040A or 1040EZ (includes Schedule A, Schedule B and Schedule D). If the tax return requires any other schedules, an additional fee of \$60.00 per hour will be billed to the member. If a different type of personal tax return is required, the member will be billed \$60 per hour for the preparation of the return and any schedules.

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# ARAG Legal Insurance

## Additional Benefits

### **B. Exclusions & Limitations**

Plan benefits do not include coverage for:

1. Matters against ARAG, the policyholder or an insured against the interests of the named insured under the same Certificate.
2. Legal services in class actions, punitive damages, malpractice, court appeals or post judgments (settlement agreement signed by all parties, final binding arbitration, judgment issued by a court).
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 ARAG pays 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. Matters against ARAG, the named plan member or the Lawrence Livermore National Security.
2. Matters 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. Matters deemed by us to be frivolous or lacking merit.
4. Matters outside the jurisdiction of the United States of America.

# ARAG Legal Insurance

## 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.

**Certificate Year** – Twelve (12) month period as listed on the declarations page of the policy issued to the policyholder.

**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** – LLNS.

**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.

# ARAG Legal Insurance

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

**Non-Moving Offense** – Parking ticket, registration, equipment or other violations that aren't handled in conjunction with a moving violation.

**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

**Policyholder** – 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.

**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.

**Secondary Residence** – A single dwelling (house, apartment, duplex, or condominium) that you have an ownership interest in and that is not your primary residence.

**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.

# ARAG Legal Insurance

## Section V Grievance Procedures

### Service Provider

If you have a problem with a Service Provider in the handling of a service issued under ARAG Legal Insurance 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 Network Attorney in the handling of a legal matter covered under ARAG Legal Insurance, 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.

If you are unable to find a Network Attorney, we guarantee you the opportunity to receive in-network benefits from an attorney. Our Customer Care Center will work closely with you to ensure you receive covered legal services through an attorney in your area.

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

### Claim and Appeal Procedures

If you believe you may be entitled to benefits, 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 explained below. 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 Benefit Program 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 describe 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 Benefit Program provisions on which the decision was based.

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.

# ARAG Legal Insurance

## Section VI

### How To Use ARAG Legal Insurance

#### A. Customer Care

##### Online Customer Care

To reach the ARAG Legal Center, go to [ARAGLegalCenter.com](http://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 tools and resources as well as access to a Customer Care Specialist, Monday-Friday, 5 a.m.-5 p.m. Pacific time.

##### E-mail

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, 6 a.m.-3 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 800-247-4184 (TTY 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, where you can:

- Learn how to use your Benefit Program 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 Benefit Program.
- 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 TTY assistance, please call 800-383-4184.

#### B. Telephone Legal Advice and Consultation

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.
- You will be transferred to a 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 a Identity Theft Case Manager.
- You will be transferred to a Case Manager, Monday- Friday, 5 a.m.-5 p.m. Pacific time. **Telephone Financial Education and Counseling**

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 Financial Counselor.
- You will be transferred to a Financial Counselor, Monday- Friday, 5 a.m.-5 p.m. Pacific time.

#### Telephone Caregiving 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 an Eldercare Advocate.
- You will be transferred to an Eldercare Advocate, 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.

# ARAG Legal Insurance

## C. Legal Representation

### How to find a Network Attorney

- Log in as a member to the ARAG Legal Center at [ARAGLegalCenter.com](http://ARAGLegalCenter.com) and use the Attorney Finder.

Or

- Call toll-free 800-247-4184 (TTY 800-383-4184) and a Customer Care Specialist will provide you a confirmation package, including a list of Network Attorneys in your area, Monday-Friday, 5 a.m.-5 p.m. Pacific time.Or
- Call toll-free 800-247-4184 (TTY 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 miles 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. If you need an Attorney's assistance on a matter that is not a covered service, you can use the benefit for advice or services related to any legal matter that is not excluded under ARAG Legal Insurance (see Exclusions and Limitations). Some examples of permitted use of the Attorney Office Work benefits are:

- Preparation of Living Trust
- Immigration Matters
- Contractor Disputes
- Sale or Purchase of a Home
- Defense of Felony
- Landlord-tenant problems (Insured must be the tenant)
- 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 800-247-4184 (TTY 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 indemnity 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  
500 Grand Avenue, Suite 100  
Des Moines, IA 50309

ARAG will reimburse you for covered matters as specified under Section II, Legal Representation. For additional claim forms you may:

- Log in as a member to the ARAG Legal Center at [ARAGLegalCenter.com](http://ARAGLegalCenter.com) and download a claim form.

Or

- Call 800-247-4184 (TTY 800-383-4184), Monday-Friday, 5 a.m.-5 p.m. Pacific time, to request a copy of a claim form from a Customer Care Specialist.

### How to Use the Reduced Fee Network

For non-excluded items, you may be eligible to receive 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.
- 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.

# ARAG Legal Insurance

## How to use benefits outside the United States:

- Call toll-free 800-247-4184 (TTY 800-383-4184), to verify Benefits with a Customer Care Specialist, Monday-Friday, 5 a.m.-5 p.m. Pacific time. If you can not access the toll free 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 indemnity 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  
500 Grand Avenue, Suite 100  
Des Moines, IA 50309

- ARAG will reimburse you for covered matters as specified under Section II, Legal Representation.
- For additional claim forms you may:  
Log in as a member to the ARAG Legal Center at [ARAGLegalCenter.com](http://ARAGLegalCenter.com) and download a 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 Benefit Program. For benefits that have a cap on the number of hours ARAG will pay a Network Attorney, and where your legal matter will exceeds the cap, 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.

### Non-Network Attorney Services

If you choose a Non-Network Attorney, you generally must pay the Attorney in advance. When services have been completed, file a claim form, including the Attorney's billing statement, with ARAG. You will receive indemnity reimbursement from ARAG as specified under Section II for the covered services rendered. 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 [ARAGLegalCenter.com](http://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 professionals to help with your legal needs.

### 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 “go-to guides” with detailed information and checklists to assist you with common life events.
- **LawExpresso®** – a bi-monthly 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 [ARAGLegalCenter.com](http://ARAGLegalCenter.com) and select a tool from the Education Center.

### 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
- Estate Planning Documents
- Lease Termination Agreement

How to Use:

- Log in as a member to the ARAG Legal Center at [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com).
- Select DIY Docs under Online Resources.

# ARAG Legal Insurance

## Identity Theft Protection

Features Single-Bureau Credit Monitoring, Internet Surveillance, Change of Address Monitoring and Child Identity Monitoring services. If you fall prey to identity theft, you can rely on 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 Restoration Specialist 24 hours a day, 365 days a year. **Financial Education and Counseling Services**

Talk with a Financial Counselor who can help you with a wide range of financial topics – cash and debt management, budgeting, retirement planning, federal tax information and more.

How to Use (Financial Counselor):

- Call toll-free 800-247-4184 (TTY 800-383-4184) and request Financial Counseling assistance.

There are also a variety of useful tools – a personalized financial plan, articles, calculators and more – to help you map out a solid financial strategy.

How to Use (Web Resources)

- Log in as a member to the ARAG Legal Center at [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com).
- Go to “Covered Services” > “Financial and ID Theft” > “financial education website”

## Caregiving Services

Access to Network Attorneys and other professionals who can help you find caregiving options for your parents or grandparents. This includes contacting a Network Attorney by telephone as often as necessary to ask general questions or to talk about specific issues and meeting with a Network Attorney once each year to review your parents’ or grandparents’ legal needs.

In addition, you can talk with an Eldercare Advocate who can assess eldercare needs and help develop care plans to meet your specific caregiving needs. They can also search for available assisted living facilities, nursing homes, home healthcare agencies and adult day care providers to negotiate discounts for facilities when available.

How to Use:

- Call toll-free 800-247-4184 (TTY 800-383-4184) and request Caregiving Services assistance.

## Tax Services

Provides you with year-round access to 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. How to Use (Tax Specialist):

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

## Reduced Contingency Fees

Network Attorneys can 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 Benefit Program member.
- Give him or her your Member ID and proceed with your matter.
- The Network Attorney will bill you directly at reduced rates. You pay the attorney directly.

\*Eligibility, coverage, limitations and exclusions are governed by a separate coverage document. Please see the identity theft plan summary for details.

# ARAG Legal Insurance

## Section VII Coordination of Benefits

ARAG Legal Insurance contains a non-profit provision coordinating it with other Legal Benefit Programs 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, the plan of the parent having 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 a 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 Benefit Program'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 Benefit Program and others.

Underwritten by ARAG Insurance Company, Des Moines, Iowa.

ARAG  
500 Grand Avenue, Suite 100  
Des Moines, IA 50309  
800-247-4184  
Service@ARAGlegal.com

ARAGLegalCenter.com  
Access Code: 15601LLL