

# Group Legal Insurance Certificate and Service Plan

#### Important:

For purposes of the Oak Ridge National Laboratory **certificate**, the **Policyholder** has defined eligible dependents to mean: Spouse and children until the end of the month when they reach age 26 regardless of student or marital status. Disabled dependents may continue coverage beyond age 26.

# **CERTIFICATE OF INSURANCE**

Oak Ridge National Laboratory Legal Expense Insurance Plan

#### DEFINITIONS

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

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

"CERTIFICATE OF INSURANCE" or "CERTIFICATE" – the document provided by us to the named insured that describes the **benefits** and terms of the insurance policy.

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

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

"EFFECTIVE DATE" – the date on which the **policyholder** enrolls the **named insured** and from which date premium has been paid for **you**.

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

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

"**INDEMNITY BENEFITS**" – means covered **legal services** which are reimbursed to the **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 **us**.

"**INSURED**" – as 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, and/or eligible dependents. Eligible dependents are defined by mutual agreement between the **policyholder** and **us**.

"**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.

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

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

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

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

"MISCELLANEOUS 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.

"**NAMED INSURED**" – a person enrolled via the **policyholder** with **us** as entitled to coverage under the terms of this policy.

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

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

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

"PERSONAL PROPERTY" – means property, which is not real property and which does not produce income.

"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.

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

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

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

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

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

"WE", "US", and "OUR" - ARAG Insurance Company.

"YOU" and "YOUR" – an insured.

#### **In-Office Legal Benefits**

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

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

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

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

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

_	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<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, <b>you</b> are eligible to receive indemnity reimbursement in addition to the <b>benefits</b> available in the United States		

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Contested Adoption</b> <b>Legal services</b> <sup>1</sup> in a <b>contested</b> adoption for an <b>insured</b> to become an adoptive parent(s)	PAID IN FULL	\$ 800*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<sup>1</sup> In international adoptions, where a foreign attorney is necessary, <b>you</b> are eligible to receive indemnity reimbursement in addition to the <b>benefits</b> available in the United States		
Building Codes Legal services for an insured in an administrative action for permit or code violations relating to the renovation and/ or improvement of your existing primary residence	PAID IN FULL	\$ 400*
Trial 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***
Defense of Civil Damage Claims Legal services for an insured 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.	PAID IN FULL	\$ 800*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

_	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>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.	PAID IN FULL	\$ 720*
Trial 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***
Uncontested Divorce Legal services for the named insured in an uncontested divorce, a legal separation and/or an annulment of marriage.	PAID IN FULL	\$ 640*
Driving Privilege Protection Legal services for an insured 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	\$ 480*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Driving Privilege Restoration</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> .	PAID IN FULL	\$ 240*
Easement Legal services for an insured in an administrative action regarding an easement on your primary residence.	PAID IN FULL	\$ 400*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

_	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Estate Administration & Estate Closing (Probate) - 9 hours Legal services for an insured in administering an estate where you have been named the executor.	PAID IN FULL (up to 9 hours per <b>insured event</b> )	\$ 720*
Foreclosure Legal services for an insured regarding written notice of a foreclosure related to your primary residence.	PAID IN FULL	\$ 480*
Trial 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***
Defense of Garnishment Legal services for an insured in a legal dispute for a garnishment against you to collect judgment related to goods or services.	PAID IN FULL	\$ 480*
Trial 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> .)		
Uncontested Guardianship/Conservatorship Legal services in an uncontested Guardianship/Conservatorship for an insured to appoint or be appointed as a Guardian/Conservator.	PAID IN FULL	\$ 480*
Contested Guardianship/Conservatorship Legal services in a contested Guardianship/Conservatorship for an insured to appoint or be appointed as a Guardian/Conservator.	PAID IN FULL	\$ 720*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Habeas Corpus Proceedings Legal services for an insured in habeas corpus proceedings.	PAID IN FULL	\$ 480*
Trial 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***
Mental Incompetency or Infirmity Proceedings Legal services for an insured in defense of mental incompetency or infirmity proceedings.	PAID IN FULL	\$ 960*
Trial 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***
Minor Traffic - Broad (excluding DWI- related) Legal services for an insured in the defense of a traffic offense, the conviction of which would not result in suspension or revocation of <b>your</b> driving privileges. (Does not include driving while impaired or under the influence of drugs or alcohol or any <b>non-moving offense</b> .)	PAID IN FULL	\$ 240*
Neighbor Disputes Legal services for an insured with a neighbor as a plaintiff or defendant in a dispute related to <b>your primary</b> <b>residence</b> , including boundary or property title disputes.	PAID IN FULL	\$ 720*
Trial 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***
Neighbor Disputes - Secondary Residence Legal services for an insured with a neighbor as a plaintiff or defendant in a dispute related to your secondary residence, including boundary or property title disputes.	PAID IN FULL	\$ 720*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Parental Responsibilities Legal services for an insured in juvenile court proceedings (except those involving traffic matters) where a state has brought an action regarding <b>your</b> parental responsibilities for an <b>insured</b> child	PAID IN FULL	\$ 480*
Trial 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***
Personal Property Protection Legal services for an insured as a plaintiff or defendant regarding contracts or obligations for the transfer of your personal property or your personal property rights	PAID IN FULL	\$ 320*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Postnuptial Agreements</b> <b>Legal services</b> for the <b>named insured</b> for the preparation of a postnuptial agreement	PAID IN FULL	\$ 320*
<b>Prenuptial Agreements</b> <b>Legal services</b> for an <b>insured</b> for the preparation of a premarital or antenuptial agreement	PAID IN FULL	\$ 320*
<b>Refinancing - Primary Residence</b> Advice and review of relevant documents regarding <b>refinancing</b> of <b>your primary</b> <b>residence</b> .	PAID IN FULL	\$ 160*
Purchase of Real Estate Legal services for an insured for the purchase of your primary residence for the review and preparation of documents including contract for purchase and attendance at closing	PAID IN FULL	\$ 320*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Real Estate Disputes Legal services for an insured as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of your primary residence	PAID IN FULL	\$ 1,200*
Trial 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***
Real Estate Disputes - Secondary Residence Legal services for an insured as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of your secondary residence	PAID IN FULL	\$ 1,200*
Trial 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***
Sale of Real Estate Legal services for an insured for the sale of your primary residence for the review and preparation of documents including the contract for sale and attendance at closing	PAID IN FULL	\$ 320*
<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	\$ 320*
Trial 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***
Irrevocable Trusts Legal services for an insured for the preparation of a stand-alone irrevocable trust	PAID IN FULL	\$ 320* single document \$ 400* spousal documents
<b>Revocable Living Trusts</b> <b>Legal services</b> for an <b>insured</b> for the preparation of a stand-alone revocable trust	PAID IN FULL	\$ 320* single document \$ 400* spousal documents

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Wills & Durable Power of Attorney Individual will or spousal will(s). (Does not include any tax planning services done in connection with the will.)	PAID IN FULL	\$ 320 single document \$ 400 spousal documents
Codicil (an amendment to a will)	PAID IN FULL	\$ 40 single document
		\$ 80 spousal documents
Living Will / Health Care Directive	PAID IN FULL	\$ 40 single document
		\$ 80 spousal documents
Durable / Financial Power of Attorney	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
Zoning and Variances Legal services for an insured in an administrative action related to a zoning change, variance, or an eminent domain proceeding involving your primary residence	PAID IN FULL	\$ 400*
Trial 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***
Uncontested Child Custody/Child Support Agreement Legal services for an insured for the creation of an initial uncontested child custody, child support, or visitation agreements. This benefit does not include the modification of current agreements	PAID IN FULL	\$ 320*
Home Equity Loan - Primary Residence Legal services for an insured for the preparation and review of home equity loans for your primary residence	PAID IN FULL	\$ 160*
Home Equity Loan - Secondary Residence Legal services for an insured for the preparation and review of home equity loans for your secondary residence	PAID IN FULL	\$ 160*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Immigration Legal services for an insured in the preparation and attendance at your USCIS citizenship interview	PAID IN FULL	\$ 240*
Legal services for an insured in the preparation and attendance at your USCIS family green card interview	PAID IN FULL	\$ 240*
<b>Legal services</b> for an <b>insured</b> for representation at <b>your</b> InfoPass meeting with an immigration officer to check on the status of <b>your</b> immigration case	PAID IN FULL	\$ 160*
<b>Refinancing - Secondary Residence</b> Advice and review of relevant documents regarding <b>refinancing</b> of <b>your secondary</b> <b>residence</b> .	PAID IN FULL	\$ 160*
Building Codes - Secondary Residence Legal services for an insured in an administrative action for permit or code violations relating to the renovation and/or improvement of <b>your</b> existing <b>secondary</b> <b>residence</b> .	PAID IN FULL	\$ 400*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Document Review</b> Legal services for an insured for the review of your personal legal documents.	PAID IN FULL	\$ 40 per document
Protection from Domestic Violence - Named Insured Legal services for the named insured to obtain a protective order related to domestic violence.	PAID IN FULL	\$ 320*
<b>Protection from Domestic Violence - Insured</b> <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> .	PAID IN FULL	\$ 320*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Easement - Secondary Residence Legal services for an insured in an administrative action regarding an easement on your secondary residence.	PAID IN FULL	\$ 400*
Trial 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***
Foreclosure - Secondary Residence Legal services for an insured regarding written notice of a foreclosure related to your secondary residence.	PAID IN FULL	\$ 480*
Trial 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>Protection of Inheritance Rights</b> <b>Legal services</b> for an <b>insured</b> claiming the right to inherit from or assert a claim against a deceased person's estate.	PAID IN FULL	\$ 480*
Mechanic's Lien Legal services for an insured to remove a mechanic's lien.	PAID IN FULL	\$ 480*
Trial 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***
Student Loan Debt Collection Legal services for an insured as the defendant in a legal dispute related to your student loan.	PAID IN FULL	\$ 480*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

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

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

_	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Small Claims Court Legal services for an insured to bring a claim in Small Claims Court (or similar court of limited civil jurisdiction). This benefit does not include representation in court	PAID IN FULL	\$ 320*
<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	\$ 400*
(Exclusion #4 as it relates specifically to plaintiff matters does not apply to this <b>benefit</b> )		
<b>Document Preparation</b> <b>Legal services</b> for an <b>insured</b> for the preparation of Deeds, Mortgages, Promissory Notes, Affidavits, Lease Contracts, Demand Letters, Installment Contracts, Bill of Sale, HIPAA Authorization and Certification of Trust.	PAID IN FULL	\$ 40 per document
Juvenile Court Legal services for an insured child charged with a crime (except those involving traffic matters or felony charges) when the court proceedings are held in juvenile court. If the matter is removed from juvenile court, coverage under this benefit will cease as of the date of the removal.	PAID IN FULL	\$ 480*
Trial 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***
Surrogacy Agreements Legal services for an insured for the preparation of a surrogacy agreement.	PAID IN FULL	\$ 300*
<b>Domestic Partnership Agreements</b> <b>Legal services</b> for an <b>insured</b> for the preparation of a domestic partnership agreement.	PAID IN FULL	\$ 320*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Document Preparation for Parents and Grandparents Legal services for your parents and grandparents for the preparation of Deeds, Mortgages, Promissory Notes, Affidavits, Lease Contracts, Demand Letters, Installment Contracts, Bill of Sale, HIPAA Authorization and Certification of Trust.	PAID IN FULL	\$ 40 per document
Document Review for Parents and Grandparents Legal services for the review of your parent's and grandparent's personal legal documents.	PAID IN FULL	\$ 40 per document
Wills & Durable Power of Attorney for Parents and Grandparents Preparation of the documents listed below for your parents and grandparents.		
Individual will or spousal will(s). (Does not include any tax planning service done in connection with the will.)	PAID IN FULL	\$ 320 single document
		\$ 400 spousal documents
Codicil (an amendment to a will)	PAID IN FULL	\$ 40 single document
		\$ 80 spousal documents
Living Will / Health Care Directive	PAID IN FULL	\$ 40 single document
		\$ 80 spousal documents
Durable / Financial Power of Attorney	PAID IN FULL	\$ 40 single document
		\$ 80 spousal documents
Funeral Directive Legal services for an insured for the preparation of a funeral directive.	PAID IN FULL	\$ 40 per document
Gender Identifier Change Legal services for an insured to change your gender identifier on government issued documents.	PAID IN FULL	\$ 240*
Hospital Visitation Authorization Legal services for an insured for the preparation of a hospital visitation authorization.	PAID IN FULL	\$ 40 per document

_	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Name Change Legal services for an insured to legally change your name.	PAID IN FULL	\$ 240*
<b>Pre-Birth/Post-Birth Parentage Order</b> <b>Legal services</b> for an <b>insured</b> for the preparation of a pre-birth and post-birth parentage order.	PAID IN FULL	\$ 320*
Egg/Sperm/Embryo Donation Agreement Legal services for an insured for the preparation of an egg, sperm or embryo donation agreement.	PAID IN FULL	\$ 480*
<b>Contested Divorce - 30 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.	PAID IN FULL (up to 30 hours per <b>insured event</b> )	\$ 2,400*
Elder Law - Member Support Initial advice for an insured on the impact of your parent's/grandparent's personal legal matter on you.	PAID IN FULL	\$ 25
<b>Legal services</b> for an <b>insured</b> for the preparation and review of a deed granted by a parent/grandparent where <b>you</b> are the grantee.	PAID IN FULL	\$ 40 per document
<b>Legal services</b> for an <b>insured</b> for the preparation and review of a promissory note where <b>your</b> parent/grandparent is the payor and <b>you</b> are the payee.	PAID IN FULL	\$ 40 per document
<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.	PAID IN FULL	\$ 40 per document
Irrevocable Trusts for Parents and Grandparents Legal services for an insured's parent and grandparent for the preparation of a stand-alone irrevocable trust	PAID IN FULL	\$ 320* single document \$ 400* spousal documents

_	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Revocable Trusts for Parents and Grandparents Legal services for an insured's parent and grandparent for the preparation of a stand-alone revocable living trust	PAID IN FULL	\$ 320* single document \$ 400* spousal documents
Restraining/Protective Order - Named Insured Legal services for the named insured to obtain a restraining/protective order.	PAID IN FULL	\$ 320*
<b>Restraining/Protective Order - Insured</b> <b>Legal services</b> for an <b>insured</b> to obtain a restraining/protective order when the opposing party is not an <b>insured</b> under the same <b>Certificate</b> .	PAID IN FULL	\$ 320*
Social Security/Veterans/Medicare Legal services for an insured in an administrative legal dispute arising out of Social Security, Veterans, Medicare or Medicaid benefits	PAID IN FULL	\$ 400*
Trial 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 #2 as it relates to employment matters for Veterans benefit is waived for this <b>benefit</b> .)		
Uncontested Alimony, Child Support, Child Custody and Child Visitation Legal services for an insured for an uncontested motion brought by you or against you to enforce or modify a final decree for child support, child custody, child visitation, or alimony	PAID IN FULL	\$ 320*
(Exclusion #3 as it relates to post judgment matters is not intended to exclude child custody, child visitation, child support and alimony matters.)		

_	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Contested Alimony, Child Support, Child Custody and Child Visitation - 16 hours Legal services for an insured for a contested motion brought by you or against you to enforce or modify a final decree for child support, child custody, child visitation, or alimony	PAID IN FULL (up to 16 hours per <b>insured event</b> )	\$ 1,280*
(Exclusion #3 as it relates to post judgment matters is not intended to exclude child custody, child visitation, child support and alimony matters.)		
Contested Child Custody/Child Support Agreement - 16 hours Legal services for an insured for the creation of an initial contested child custody, child support, or visitation agreements. This benefit does not include the modification of current agreements	PAID IN FULL (up to 16 hours per <b>insured event</b> )	\$ 1,280*
Miscellaneous Services for Parents and Grandparents - 4 hours Miscellaneous legal services.	4 hours	\$ 320*
(This <b>benefit</b> is limited to four hours per <b>certificate year</b> .)		
School Administrative Hearings Legal services for an insured in an administrative public or private formal school proceeding regarding disabilities and accompanying educational accommodations or student policy.	PAID IN FULL	\$ 480*
Trial 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>Executor Appointment</b> <b>Legal services</b> for an <b>insured</b> to be appointed executor of an estate, where no valid will exists, or if a valid will exists where the named executor(s) are unable or unwilling.	PAID IN FULL	\$ 720*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Miscellaneous Services - 4 hours Miscellaneous legal services.	4 hours	\$ 320*
This <b>benefit</b> is limited to four hours per <b>certificate year</b> .		
(Exclusion #3 as it relates to post judgment matters is not intended to exclude family law decree matters.)		
Qualified Domestic Relations Order Legal services for an insured for the preparation and filing of a Qualified Domestic Relations Order (QDRO).	PAID IN FULL	\$ 560*
(This <b>benefit</b> includes reimbursement of costs that do not have to be performed by an attorney.)		
(Exclusion #3 as it relates to post judgment matters is not intended to exclude Qualified Domestic Relations Order matters.)		

- \* 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

# CONDITIONS

#### 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.

#### **Certificate of Insurance**

We will provide the **policyholder** with a **Certificate of Insurance** to deliver to the **named insured**. This **certificate** will set forth a statement of the essential features of the insurance coverage to which the **named insured** and other **insured's**, if any, are entitled.

#### **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 **effective date**.

#### **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.

#### Waiver of Premium

Upon the death of the **named insured**, coverage for the surviving spouse 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 the 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.

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

#### **Conversion**

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

#### Payment Limitations

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

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

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

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

You must give us all information we request with respect to the circumstances of an **insured event** or **service** provided. We have the right to withhold **benefits** until the information is provided to us.

#### Abuse

We may discontinue your benefits if we deem that you are exhibiting hostile or abusive behavior towards us, our employees and/or Network Attorneys

#### Subrogation

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

#### **Relation of the Parties**

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

#### **Grievances**

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

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

# EXCLUSIONS

We do not provide coverage for:

- 1. Matters against **us**, the **policyholder** 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, employee benefits, **your** role as an officer or director of an organization, and patents or copyrights.
- 3. **Legal services** in class actions, punitive damages, personal injury, malpractice, court appeals or post judgments (settlement agreement signed by all parties, final binding arbitration, judgment issued by a court).
- 4. Legal services deemed by us to be frivolous or lacking merit, or in legal matters where you wish to take action against a party, regardless of whether the matter proceeds to you filing a lawsuit against the other party, 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.



# SERVICE PLAN

Oak Ridge National Laboratory Legal Expense Service Plan

ARAG Services, LLC, 500 Grand Avenue, Suite 100, Des Moines, Iowa 50309 800-247-4184 ARAGlegal.com

ARAG Services, LLC as plan administrator, will provide the services described in this document (hereinafter referred to as the "plan") in compliance with all provisions herein in return for plan member's service fee. This plan incorporates any and all terms and provisions of the plan member's Certificate of Insurance. If the named plan member purchased only individual membership the services described below will be available only to him/her.

### **TERMS AND CONDITIONS**

This plan may be amended or changed at any time by written agreement between the plan sponsor and us.

Any terms of this plan which are in conflict with any state or federal law are amended to conform to all applicable federal or state regulations.

We do not provide services for you if you have intentionally concealed or misrepresented any material fact or circumstance or have made false statements or engaged in fraudulent conduct relating to your membership or the plan.

## SERVICES

#### 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.

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

For matters that include a cap on the number of hours ARAG will pay a Network Attorney, and where your legal matter will exceed the amount covered by ARAG, the Network Attorney will bill you directly at reduced rates of at least 25% off their normal rate. You pay the attorney directly.

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 Network Attorney and receive a reduced fee that will be at least 25% off the attorney's normal rate. Payment of attorney fees is handled directly between the plan member and the Network Attorney.

#### **REDUCED CONTINGENCY FEES**

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

#### FINANCIAL EDUCATION AND COUNSELING SERVICES

This service provides you toll-free telephone access to Financial Counselors. Financial Counselors who can address your questions and offer guidance on a variety of money management matters, as well as provide instructions on how to use the program's financial tools.

Financial information and services include:

General financial planning counseling sessions	Insurance
Cash and debt management	IRAs and 401(k)s
Savings and budgeting	Student loans
Asset allocation	Mortgage education
Credit reports	Investments and Risks

You can also visit a financial education website which provides educational resources to help you establish a plan for reaching your goals, such as a down payment on a house, reduction of debt or college funding for a child. This website includes interactive financial tools and an online reference library that can be used to create a personalized money management plan. Financial Counselors are also available for guidance on implementing your personal action items.

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

**Full-Service Identity Restoration**: Certified Identity Theft Restoration Specialist provide full-service identity restoration services, including specialized limited Power of Attorney to work on your behalf to restore your identity.

**Lost Wallet Services**: Certified Identity Theft Restoration Specialist 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. (The Identity Theft insurance is underwritten by American Bankers Insurance Company of Florida, an Assurant company. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions. Please see the plan summary document 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 immediately inform you of any activities or changes to your credit - including loan applications, credit card activations, delinquencies, etc.

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

**Change of Address**: Services that monitors address change requests with the United States Postal Services.

**Child 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 which will detect the creation of a credit file in a minor's name.

#### **IMMIGRATION**

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

Legal advice and consultation

Immigration processes and guidelines. Filing and processing of applications and petitions. Laws and regulations governing various types of immigration benefits; including asylum, adjustment of status, business visas, and employment authorizations. Deportation and removal proceedings. Document review of any immigration forms Document preparation of affidavits and powers of attorney Preparation for immigration hearings

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

#### **LEARNING CENTER**

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

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

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

#### **DIY DOCS®**

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

Automobiles	
Caregiving	
Estate Administration	

Childcare Residential Contractor Finances

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

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

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

Financial Power of Attorney	
Health Care Power of Attorney	

Living Will Standard Will

#### **ADVICE FOR PARENTS AND GRANDPARENTS**

Telephone access to obtain legal advice and consultation on how the law relates to your parents/ grandparents' legal matter and which actions may be taken.

#### **CAREGIVING SERVICES**

**Reduced Fee Services** - Should your parents/grandparents legal matter require legal representation, Network Attorneys provide reduced fee services of at least 25% off their normal rate for most legal matters. Payment of the attorney fees is handled directly between the parent/grandparent 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.

Caregiver Support Services - As a member, you have toll-free access to a Care Advocate, who will:

Answer your eldercare-related questions, assess eldercare need and help you develop a care plan.

Send you a **customized information guide** that contains lists of assisted living facilities, nursing homes or home health care agencies - including comparative quality-of-care ratings and reports on thousands of facilities and agencies - along with helpful eldercare information.

Give you access to the nation's most comprehensive eldercare database with more than 90,000 long term care providers.

Conduct searches to determine the availability and rates of assisted living facilities, nursing homes, home health care agencies and adult care providers. Advocate will negotiate discounts when available.

Plus, you will have access to the **ElderAnswers Website** which provides you online access to qualityof-care ratings and reports, direct access to the provider database, and a wide-range of eldercare information.

**Caregiving Guidebook** - As a member, you have access to a "go-to" guidebook providing you with the tools and resources needed to take a proactive approach in your caregiving role.

#### 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 Discounted personal tax return preparation

# EXCLUSIONS

The plan services do not include:

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