



## **Group Legal Insurance Certificate and Service Plan**

**Important:**

For purposes of the Intact Services USA LLC **certificate**, the **Policyholder** has defined eligible dependents to mean: The plan member's spouse is covered. In addition, the plan member's children until the date when they reach age 26 if married or unmarried are covered.

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# **CERTIFICATE OF INSURANCE**

**Intact Services USA LLC  
Legal Expense Insurance Plan**

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## DEFINITIONS

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“**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 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, 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.

“**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**.

“**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**.

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## In-Office Legal Benefits

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**We** will pay the attorney fees of the **Network Attorney** for covered **legal services** provided to **you** resulting from 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.

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

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

### Network Attorney Services

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

1. Call 800-247-4184 and a Customer Service Specialist will assist **you** by:
  - Describing how the plan **benefits** work and what types of situations are covered.
  - Providing **you** a listing of **Network Attorneys** specific to **your** need.
  - Providing a Case Confirmation Number that outlines **your** coverage.
2. Visit **our** Web site at ARAGlegal.com and log on as a member and search using the Attorney Finder.

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

### Non-Network Attorney Services

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

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

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

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Contested Adoption</b>		
<b>Legal services</b> <sup>1</sup> in a <b>contested</b> adoption for an <b>insured</b> to become an adoptive parent(s).	PAID IN FULL	\$ 800*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<sup>1</sup> In international adoptions, where a foreign attorney is necessary, <b>you</b> are eligible to receive indemnity reimbursement in addition to the <b>benefits</b> available in the United States		
<b>Bankruptcy</b>		
<b>Legal services</b> for an <b>insured</b> up to and including filing of a Chapter 7 bankruptcy final report or confirmation of a Chapter 13 bankruptcy and including post-confirmation amendments.		
Chapter 7	PAID IN FULL	\$ 880*
Chapter 13	PAID IN FULL	\$ 1,200*
<b>Building Codes</b>		
<b>Legal services</b> for an <b>insured</b> in an administrative action for permit or code violations relating to the renovation and/ or improvement of <b>your</b> existing <b>primary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Defense of Civil Damage Claims</b>		
<b>Legal services</b> for 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.	PAID IN FULL	\$ 800*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<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.	PAID IN FULL	\$ 800*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Defense of Debt Collection</b>		
<b>Legal services</b> for an <b>insured</b> as the defendant in a <b>legal dispute</b> related to consumer <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***
<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.	PAID IN FULL	\$ 640*
<b>Contested Divorce - 10 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 10 hours per <b>insured event</b> )	\$ 800*
<b>Document Preparation and Review</b>		
<b>Legal services</b> for an <b>insured</b> for the preparation and review of Deeds, Mortgages, Promissory Notes, Affidavits, Lease Contracts, Demand Letters, and Installment Contracts.	PAID IN FULL	\$ 40 per document
<b>Protection from Domestic Violence</b>		
<b>Legal services</b> for the <b>named insured</b> to obtain a protective order related to domestic violence.	PAID IN FULL	\$ 320*
<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)
<b>Driving Privilege Protection (excluding DWI-related)</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. (Does not include driving while impaired or under the influence of drugs or alcohol or a related offense.)	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Driving Privilege Restoration (excluding DWI-related)</b>		
<b>Legal services</b> for an <b>insured</b> in an administrative proceeding for the restoration of suspended or revoked driving privileges of an <b>insured</b> . (Does not include driving while impaired or under the influence of drugs or alcohol or a related offense.)	PAID IN FULL	\$ 240*
<b>Easement</b>		
<b>Legal services</b> for an <b>insured</b> in an administrative action regarding an easement on <b>your primary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Estate Administration &amp; Estate Closing (Probate) - 9 hours</b>		
<b>Legal services</b> for an <b>insured</b> in administering an estate where <b>you</b> have been named the executor.	PAID IN FULL (up to 9 hours per <b>insured event</b> )	\$ 720*
<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***



	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<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***
<b>Mental Incompetency or Infirmity Proceedings</b>		
<b>Legal services</b> for an <b>insured</b> in defense of mental incompetency or infirmity proceedings.	PAID IN FULL	\$ 960*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>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> .	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>IRS Audit Protection</b>		
<b>Legal services</b> for 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> .	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>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.	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>Minor Traffic - Broad (excluding DWI-related)</b>		
<b>Legal services</b> for an <b>insured</b> in the defense of a traffic offense, the conviction of which would not result in suspension or revocation of <b>your</b> driving privileges. (Does not include driving while impaired or under the influence of drugs or alcohol or any <b>non-moving offense</b> .)	PAID IN FULL	\$ 240*
<b>Name Change</b>		
<b>Legal services</b> for an <b>insured</b> to legally change his/her name.	PAID IN FULL	\$ 240*

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Neighbor Disputes</b>		
<b>Legal services</b> for an <b>insured</b> with a neighbor as a plaintiff or defendant in a dispute related to <b>your primary residence</b> , including boundary or property title disputes.	PAID IN FULL	\$ 720*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Neighbor Disputes - Secondary Residence</b>		
<b>Legal services</b> for an <b>insured</b> with a neighbor as a plaintiff or defendant in a dispute related to <b>your secondary residence</b> , including boundary or property title disputes.	PAID IN FULL	\$ 720*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Parental Responsibilities</b>		
<b>Legal services</b> for an <b>insured</b> 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*
<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>Personal Property Protection</b>		
<b>Legal services</b> for an <b>insured</b> as a plaintiff or defendant regarding contracts or obligations for the transfer of <b>your personal property</b> or <b>your personal property</b> rights.	PAID IN FULL	\$ 320*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>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*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Refinancing - Primary Residence</b> Advice and review of relevant documents regarding <b>refinancing of your primary residence</b> .	PAID IN FULL	\$ 160*
<b>Purchase/Sale of Secondary Residence</b> <b>Legal services</b> for an <b>insured</b> for the purchase or sale of <b>your secondary residence</b> for the review and preparation of documents including the contract for sale and attendance at closing.	PAID IN FULL	\$ 320*
<b>Purchase of Real Estate</b> <b>Legal services</b> for an <b>insured</b> for the purchase of <b>your primary residence</b> for the review and preparation of documents including contract for purchase and attendance at closing.	PAID IN FULL	\$ 320*
<b>Real Estate Disputes</b> <b>Legal services</b> for an <b>insured</b> as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of <b>your primary residence</b> .	PAID IN FULL	\$ 1,200*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Real Estate Disputes - Secondary Residence</b> <b>Legal services</b> for an <b>insured</b> as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of <b>your secondary residence</b> .	PAID IN FULL	\$ 1,200*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Sale of Real Estate</b> <b>Legal services</b> for an <b>insured</b> for the sale of <b>your primary residence</b> for the review and preparation of documents including the contract for sale and attendance at closing.	PAID IN FULL	\$ 320*

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>School Administrative Hearings</b> <b>Legal services</b> for an <b>insured</b> in an administrative public or private formal school proceeding related to primary and secondary education regarding disabilities, special education and student policy violations.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Small Claims Court</b> <b>Legal services</b> for an <b>insured</b> to obtain advice and counseling to bring a claim in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 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*
<b>Social Security/Veterans/Medicare</b> <b>Legal services</b> for an <b>insured</b> in an administrative <b>legal dispute</b> arising out of Social Security, Veterans, Medicare or Medicaid benefits.	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Tenant Matters</b> <b>Legal services</b> for 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*
<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>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Wills &amp; Durable Power of Attorney</b> Individual will or spousal will(s). (Does not include any tax planning services done in connection with the will.)	PAID IN FULL	\$ 320 single document \$ 400 spousal documents
Codicil (an amendment to a will)	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
Living Will / Health Care Directive	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
Durable / Financial Power of Attorney	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
<b>Zoning and Variances</b> <b>Legal services</b> for an <b>insured</b> in an administrative action related to a zoning change, variance, or an eminent domain proceeding involving <b>your primary residence</b> .	PAID IN FULL	\$ 400*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>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> .	PAID IN FULL	\$ 25
<b>Legal services</b> for an <b>insured</b> for the preparation and review of a deed where <b>you</b> are the grantee.	PAID IN FULL	\$ 40 per document
<b>Legal services</b> for an <b>insured</b> for the preparation and review of a promissory note where <b>you</b> are the payee.	PAID IN FULL	\$ 40 per document
<b>Legal services</b> for 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
<b>Home Equity Loan - Primary Residence</b> <b>Legal services</b> for an <b>insured</b> for the preparation and review of home equity loans for <b>your primary residence</b> .	PAID IN FULL	\$ 160*

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Home Equity Loan - Secondary Residence</b> <b>Legal services</b> for an <b>insured</b> for the preparation and review of home equity loans for <b>your secondary residence</b> .	PAID IN FULL	\$ 160*
<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.	PAID IN FULL	\$ 800*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Refinancing - Secondary Residence</b> Advice and review of relevant documents regarding <b>refinancing</b> of <b>your secondary residence</b> .	PAID IN FULL	\$ 160*

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

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

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

## Telephone Legal Access Services

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

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

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

### Coverage

**You** will receive:

### Attorney Fees

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

PAID IN FULL

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

PAID IN FULL

Specific document preparation and document review.

PAID IN FULL

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

PAID IN FULL

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

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## CONDITIONS

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### 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 **effective date**.



## **Cancellation and Termination**

**We** will not cancel a policy that has been in effect for more than ninety (90) days or that has been previously renewed during the term stated in the Declarations, except for one or more of the following reasons:

1. Nonpayment of premium;
2. Misrepresentation or fraud made by or with the knowledge of the **insured** in obtaining the policy or in pursuing a claim under the policy;
3. Actions by the **insured** that have substantially changed the risk insured;
4. Refusal of the **insured** to eliminate known conditions that increase the potential for loss after notification by **us** that the condition must be removed;
5. Substantial change in the risk assumed, except to the extent that **we** should reasonably have foreseen the change or contemplated the risk in writing the contract;
6. Loss of reinsurance by **us** which provided coverage to **us** for a significant amount of the underlying risk insured;
7. A determination by the commissioner that the continuation of the policy could place **us** in violation of the insurance laws of this state; or
8. Nonpayment of dues to an association or organization, other than an insurance association or organization, where payment of dues is a prerequisite to obtaining or continuing the insurance. This provision for cancellation for failure to pay dues does not apply to persons who are retired at 62 years of age or older or who are disabled according to Social Security standards.

Cancellation under (2)-(8) will not be effective before sixty (60) days after written notice to the **policyholder**. The notice will contain the specific reason(s) for cancellation. Cancellation for nonpayment of premium will not be effective unless **we**, at least ten (10) days before the effective cancellation date, have given notice to the **policyholder** of the amount of premium due, the due date and the effect of nonpayment by the due date. The cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the **effective date** in the notice.

If the policy was issued for a term longer than one year or an indefinite term, **we** may cancel this policy for all reasons stated above by giving notice at least sixty (60) days before any anniversary date.

**We** may rescind or void the policy for material misrepresentation, material omission or fraud made by or with the knowledge of the **insured** in obtaining the policy or in pursuing a claim under the policy. No misrepresentation or omission will be material unless knowledge by **us** of the facts misrepresented or omitted would have led **us** to refuse making such a contract. For the purpose of this section, representation means a statement as to past or present fact, made to **us** or **our** agent by the applicant as an inducement for issuing the policy. Misrepresentation means a false representation, and the facts misrepresented are those facts which make the representation false.

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 is 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.

## Coordination of Benefits

This policy coordinates **benefits** as follows: when a claim is made, the primary plan pays its regular **benefit** first. A plan is primary when it:

1. covers **your** employee as **insured** rather than as a dependent
2. covers a child as dependent of the parent whose birthday occurs earliest in the calendar year, except when:
  - (a) parents are separated or divorced and parent with custody is not remarried: **benefit** of parent with custody is primary
  - (b) parents are divorced and parent with custody is remarried, the order of determination is:
    - (aa) parent with custody
    - (bb) step-parent
    - (cc) parent without custody
  - (c) a court decree establishes financial responsibility for a child's legal expenses: then that parent's plan is primary

If none of the above applies, the plan that has covered the **insured** the longest is primary, except if the **insured** is laid off or retired.

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

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

### Fraud or Abuse

**We** do not provide **benefits** for **you** if **you** have intentionally concealed or misrepresented any material fact or circumstance or have made false statements or engaged in fraudulent conduct relating to **your** insurance. **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**.

**We** will not proceed against **you** in a subrogation action where a loss is caused by **your** non-intentional acts.

**We** will not subrogate **ourselves** to **your** rights to proceed against another person if that other person is insured for the same loss by **us** and the loss was caused by a non-intentional act.

### 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.

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## EXCLUSIONS

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**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 actions where **you** are the plaintiff and the amount **we** pay for **your legal services** exceeds the amount in dispute, or in **our** reasonable belief **you** are not actively and reasonably pursuing resolution in **your** case.



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# SERVICE PLAN

## **Intact Services USA LLC Legal Expense Service Plan**

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**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.

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## TERMS AND CONDITIONS

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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.

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## SERVICES

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### **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 hourly 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 cap set, the Network Attorney will bill you directly at reduced rates of at least 25% off his or her normal rates for the remaining hours. You pay the attorney directly.

For Telephone Advice, if your matter cannot be resolved over the phone and is not fully covered under your 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 hourly rate. Payment of attorney fees is handled directly between the plan member and the Network Attorney.

### **REDUCED CONTINGENCY FEES**

This service provides you access to a Network Attorney for a legal matter the Network Attorney deems to be appropriately handled through the use of a contingency fee. The Network Attorney will represent you under a contingent fee arrangement where the contingent fee will not exceed 25% of the net recovery if successfully resolved before or after trial, or will not exceed 30% of the net recovery if successfully resolved on or after an appeal. 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.

## **IDENTITY THEFT SERVICES**

A service that gives you access to:

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

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

**Identity Theft Materials**, including:

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

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

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

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

## **IMMIGRATION**

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

Legal advice and consultation

Immigration processes and guidelines.

Filing and processing of applications and petitions.

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

Deportation and removal proceedings.

Document review of any immigration forms

Document preparation of affidavits and powers of attorney

Preparation for immigration hearings

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

## **LEARNING CENTER**

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

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

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

## **DIY DOCS®**

**Do-It-Yourself Legal Documents** - Online access to more than 300 state-specific documents authored and reviewed by attorneys for accuracy and state-specific compliance in all 50 states. These documents can assist you with everyday life, including issues involving:

Automobiles

Caregiving

Estate Administration

Marriage

Real Estate

Finances

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

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

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

Financial Power of Attorney

Health Care Power of Attorney

Living Will

Standard Will

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## **EXCLUSIONS**

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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.