



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

**Important:**

For purposes of the Gwinnett County Public Schools **certificate**, the **Policyholder** has defined eligible dependents to mean: Spouse and children until the end of the month when they reach age 19, or age 26 if unmarried and a full-time student. An enrolled employee shall be entitled to apply for coverage of a dependent children after age 26 if the child is physically or mentally disabled, lives with the enrolled employee, or is institutionalized and depends primarily on the enrolled employee for support and maintenance.

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# **CERTIFICATE OF INSURANCE**

**Gwinnett County Public Schools  
Legal Expense Insurance Plan**

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## DEFINITIONS

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

**"BENEFITS"** – the legal coverages listed on the declarations page of the 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**.

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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.

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## Benefits

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	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*
<p><sup>1</sup>In international adoptions, where a foreign attorney is necessary, <b>you</b> are eligible to receive indemnity reimbursement in addition to the <b>benefits</b> available in the United States.</p>		
<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***
<p><sup>1</sup>In international adoptions, where a foreign attorney is necessary, <b>you</b> are eligible to receive indemnity reimbursement in addition to the <b>benefits</b> available in the United States</p>		
<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>Credit Records Correction</b>		
<b>Legal services</b> for an <b>insured</b> related to correcting inaccuracies or misrepresentations on <b>your</b> credit record.	PAID IN FULL	\$ 160*

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<p><b>Criminal Misdemeanor Defense</b>  <b>Legal services</b> for an <b>insured</b> in the defense against criminal misdemeanor charges, except those involving motorized vehicles and domestic violence charges. If the charge is escalated to a felony, coverage will cease as of the date of the escalation. If a felony charge is reduced or pled down to a misdemeanor no coverage applies.</p>	PAID IN FULL	\$ 720*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,800**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Uncontested Divorce</b>  <b>Legal services</b> for the <b>named insured</b> in an <b>uncontested</b> divorce, a legal separation and/or an annulment of marriage.</p>	PAID IN FULL	\$ 640*
<p><b>Contested Divorce - 20 hours</b>  <b>Legal services</b> for the <b>named insured</b> in a <b>contested</b> divorce, a legal separation and/or an annulment of marriage.</p>	PAID IN FULL (up to 20 hours per <b>insured event</b> )	\$ 1,600*
<p><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.</p>	PAID IN FULL (up to 9 hours per <b>insured event</b> )	\$ 720*
<p><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>.</p>	PAID IN FULL	\$ 480*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,800**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<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***



	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<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>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>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>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>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<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>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>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>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>Uncontested Child Custody/Child Support Agreement</b> <b>Legal services</b> for an <b>insured</b> for the creation of an initial <b>uncontested</b> child custody, child support, or visitation agreements. This <b>benefit</b> does not include the modification of current agreements.	PAID IN FULL	\$ 320*
<b>Contested Child Custody/Child Support Agreement - 8 hours</b> <b>Legal services</b> for an <b>insured</b> for the creation of an initial <b>contested</b> child custody, child support, or visitation agreements. This <b>benefit</b> does not include the modification of current agreements.	PAID IN FULL (up to 8 hours per <b>insured event</b> )	\$ 640*
<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>Document Review</b> <b>Legal services</b> for an <b>insured</b> for the review of <b>your</b> personal legal documents.	PAID IN FULL	\$ 40 per document
<b>Protection from Domestic Violence - Named Insured</b> <b>Legal services</b> for the <b>named insured</b> to obtain a protective order related to domestic violence.	PAID IN FULL	\$ 320*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<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*
<b>Mechanic's Lien</b> <b>Legal services</b> for an <b>insured</b> to remove a mechanic's lien.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Student Loan Debt Collection</b> <b>Legal services</b> for an <b>insured</b> as the defendant in a <b>legal dispute</b> related to <b>your</b> student loan.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Bankruptcy</b> <b>Legal services</b> for an <b>insured</b> 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 <b>benefit</b> does not include the ongoing maintenance of a Chapter 13 repayment plan.	PAID IN FULL	\$ 1,200*
<b>Legal services</b> for 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*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<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*
<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> (excluding foreclosure, garnishment, mechanic's lien and student loan debt collection).	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<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> insurance carrier.	PAID IN FULL	\$ 800*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>IRS Collection Defense</b>		
<b>Legal services</b> for 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> . This <b>benefit</b> does not include collection actions related to <b>your</b> failure to file a personal tax return or <b>your</b> failure to pay the taxes <b>your</b> filed personal tax return indicated <b>you</b> owed.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,800**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<p><b>IRS Audit Protection</b>  <b>Legal services</b> for an <b>insured</b> involving Internal Revenue Service (IRS) audits related to <b>your</b> personal tax return where the initial written notice is received after <b>your effective date</b>. This <b>benefit</b> does not include audits related to <b>your</b> failure to file a personal tax return or <b>your</b> failure to pay the taxes <b>your</b> filed personal tax return indicated <b>you</b> owed.</p>	PAID IN FULL	\$ 480*
<p><b>Trial</b> for three (3) days or less</p>	PAID IN FULL	\$ 1,800**
<p><b>Trial</b> starting on day four (4) until completion</p>	PAID IN FULL	\$ 100,000***
<p><b>Small Claims Court</b>  <b>Legal services</b> for an <b>insured</b> to bring a claim in Small Claims Court (or similar court of limited civil jurisdiction). This <b>benefit</b> does not include representation in court.</p>	PAID IN FULL	\$ 320*
<p><b>Legal services</b> for an <b>insured</b> to defend an action in Small Claims Court (or similar court of limited civil jurisdiction) including representation in court where allowed by law.</p>	PAID IN FULL	\$ 400*
<p>(Exclusion #4 as it relates specifically to plaintiff matters does not apply to this <b>benefit</b>)</p>		
<p><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.</p>	PAID IN FULL	\$ 40 per document

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Juvenile Court</b> <b>Legal services</b> for an <b>insured</b> child charged with a crime (except those involving traffic matters or felony charges) when the court proceedings are held in juvenile court. If the matter is removed from juvenile court, coverage under this <b>benefit</b> will cease as of the date of the removal.	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>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*
<b>Funeral Directive</b> <b>Legal services</b> for an <b>insured</b> for the preparation of a funeral directive.	PAID IN FULL	\$ 40 per document
<b>Gender Identifier Change</b> <b>Legal services</b> for an <b>insured</b> to change <b>your</b> gender identifier on government issued documents.	PAID IN FULL	\$ 240*
<b>Hospital Visitation Authorization</b> <b>Legal services</b> for an <b>insured</b> for the preparation of a hospital visitation authorization.	PAID IN FULL	\$ 40 per document
<b>Name Change</b> <b>Legal services</b> for an <b>insured</b> to legally change <b>your</b> name.	PAID IN FULL	\$ 240*
<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.)	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>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<p><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.)</p>	PAID IN FULL	\$ 240*
<p><b>Elder Law - Member Support</b>  Initial advice for an <b>insured</b> on the impact of <b>your</b> parent's/grandparent's personal legal matter on <b>you</b>.</p>	PAID IN FULL	\$ 25
<p><b>Legal services</b> for an <b>insured</b> for the preparation and review of a deed granted by a parent/grandparent where <b>you</b> are the grantee.</p>	PAID IN FULL	\$ 40 per document
<p><b>Legal services</b> for an <b>insured</b> for the preparation and review of a promissory note where <b>your</b> parent/grandparent is the payor and <b>you</b> are the payee.</p>	PAID IN FULL	\$ 40 per document
<p><b>Legal services</b> for an <b>insured</b> for the review of <b>your</b> parent's/grandparent's personal legal documents, including estate planning documents where <b>you</b> have been named as an agent or executor/personal representative.</p>	PAID IN FULL	\$ 40 per document
<p><b>Restraining/Protective Order - Named Insured</b>  <b>Legal services</b> for the <b>named insured</b> to obtain a restraining/protective order.</p>	PAID IN FULL	\$ 320*
<p><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>.</p>	PAID IN FULL	\$ 320*



	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Social Security/Veterans/Medicare 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***

(Exclusion #2 as it relates to employment matters for Veterans benefit is waived for this **benefit**.)

**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.)

**Contested Alimony, Child Support, Child Custody and Child Visitation - 8 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 \$ 640\*  
(up to 8 hours per **insured event**)

(Exclusion #3 as it relates to post judgment matters is not intended to exclude child custody, child visitation, child support and alimony 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

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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

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.

### Coordination of Benefits

This policy coordinates **benefits** as defined in the National Association of Insurance Commissioners Model Coordination of Benefits Provisions.

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**.

### **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. **You** will receive **indemnity benefits** for payment of a **non-network attorney's legal services**.

### **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 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.

## GEORGIA AMENDATORY ENDORSEMENT

This Amendatory Endorsement is made part of the Policy/**Certificate** to which it is attached. The provisions of this Amendatory Endorsement are effective on the **effective date** of your Policy/**Certificate** and will expire concurrently with the Policy/**Certificate**, unless otherwise terminated. This Amendatory Endorsement modifies the insurance provided as follows:

The Coordination of Benefits under Conditions is amended to read as follows:

### **Coordination of Benefits**

This policy coordinates **benefits** as defined in the National Association of Insurance Commissioners Model Coordination of Benefits Provisions.

If **you** are entitled to receive **legal services** or reimbursement for **legal services** from any other person or organization, **we** will contribute on a pro-rate basis with any other person or organization providing **legal services** or reimbursement for **legal services** to an **insured**.

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.



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# SERVICE PLAN

## **Gwinnett County Public Schools 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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### **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 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**

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 during or after trial, or will not exceed 40% of the net recovery if successfully resolved on or after an appeal. The initial consultation for each legal matter will be provided at no cost. If you retained the services of a Network Attorney prior to the effective date of your legal 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

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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.