



SERVICE PLAN

Gwinnett County Public Schools Legal Expense Service Plan

**ARAG® Services, LLC, 500 Grand Avenue, Suite 100, Des Moines, Iowa 50309
800-247-4184 • www.araggroup.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 membership fee.

DEFINITIONS

“**WE**”, “**US**”, and “**OUR**” - the plan administrator named in this plan.

“**YOU**” and “**YOUR**” – a plan member.

“**NAMED PLAN MEMBER**” - a person registered by the **plan sponsor** with **us** as entitled to services under the terms of this plan.

“**PLAN MEMBER**” - the **named plan member**, the **named plan member’s** spouse and children until the end of the month when they reach age 19, or age 26 if unmarried and a full-time student. Child includes: Natural/biological child; Adopted child (including a child from the date of placement with the adopting parent until the legal adoption); Stepchild (provided employee and child’s parent are legally married; and, Child that you have legal guardianship. A child who is incapacitated (physically or mentally disabled) prior to the limiting ages above can continue to be covered if proof of incapacitation is sent to the carrier no later than 31 days from the date the child reaches the age limit, or within 31 days of your coverage becoming effective if you are a new employee, but must be approved by the carrier. A full-time student includes a child who is so enrolled for at least 5 months in a calendar year, or a child who, as a result of being injured or ill, is prevented from being so enrolled, but would otherwise have been enrolled. Student at an accredited school, college or university that is licensed in the jurisdiction where it is located.

“**PLAN SPONSOR**” - means the group or organization for which this **plan** is written and as such is named in this **plan**.

“**TELEPHONE LEGAL ACCESS SERVICES**” - means the type of legal services which, within applicable standards of professional care and conduct, may be rendered by an attorney in one or more telephone conversations with a client.

“**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**.

“**TELEPHONE IDENTITY THEFT SERVICES**” - means the type of identity theft information and guidance which may be rendered by an Identity Theft Case Manager in one or more telephone conversations with **you**.

“**TELEPHONE FINANCIAL EDUCATION AND COUNSELING SERVICES**” - means the type of financial information and guidance which, within applicable standards of professional care and conduct, may be rendered by a personal financial planner in one or more telephone conversations with **you**.

“**TELEPHONE ACCESS FIRM**” – means an independent law firm or financial planning firm that has entered into a written agreement with **us** to provide **Telephone Legal Access Services** or **Telephone Financial Education and Counseling Services** to **you**.

“**EFFECTIVE DATE**” - the date on which the **plan sponsor** enrolls the **named plan member** and from which date a membership fee has been paid for **you**.

“**ATTORNEY FEE**” - means the amount charged by an attorney for his/her time spent providing covered legal services.

“**PERSONAL PROPERTY**” - means property, which is not real estate property and which does not produce income.

TERMS AND CONDITIONS

MEMBERSHIP PERIOD and TERRITORY

This **plan** applies to **Telephone Legal Access Services**, and **Telephone Identity Theft Services** and **Telephone Financial Education and Counseling Services** provided within the United States of America while **your** membership is in effect.

ELIGIBILITY

Each eligible person as defined by the **plan sponsor** who is registered with **us** and for whom a membership fee is paid shall become a **plan member** on the **effective date**.

CANCELLATION and TERMINATION

Neither **we** nor the **plan sponsor** will cancel this **plan** during the term defined except for fraud or the failure to pay the membership fee due. **We** will give **you** 10 days written notice of cancellation for non-payment of membership fees or any other reason.

Your membership will cease, except upon the **named plan member's** death, at the end of the month in which:

1. the **named plan member** ends employment or membership in the group or organization for which this **plan** is written, or
2. this **plan** is canceled by the **plan sponsor** or **us**.

Upon the death of the **named plan member**, the membership of the other **plan members** will cease at the end of the year after the **effective date** or after the last renewal date of the membership. No membership fee will be due for the remainder of the year.

AMENDMENT of this PLAN

This **plan** may be amended or changed at any time by written agreement between the **plan sponsor** and **us**. **We** may, at any time during the term of this **plan**, increase the amounts payable provided any such increase does not affect the amount of the membership fee for the term then in effect.

Notice to or knowledge possessed by any person shall not effect a waiver or change any part of this **plan** or stop **us** from asserting any right under the terms of this **plan**; nor shall the terms of this **plan** be waived or changed except as stated above.

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.

CONCEALMENT or FRAUD

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**.

RELATIONSHIP of the PARTIES

Any fee agreements with the **Telephone Access Firms** are **our** sole responsibility.

The **Telephone Access Firms** are solely responsible to **you** for all services provided. None of these parties have authority to act as **our** agent or are employed by **us** or the **plan sponsor**.

We and the **plan sponsor** shall at no time control or interfere with the performance of, or guarantee the skill of the **Telephone Access Firms**.

All information about **your** legal or financial matter is to be kept confidential, except as needed for the administration of this **plan**.

GRIEVANCES

If **you** have a problem with a **Telephone Access Firm** in the handling of a matter included under this **plan**, and **you** and this **Telephone Access Firm** cannot resolve it, please contact us and we will ensure **you** are receiving the benefits to which **you** are entitled.

You have the right to file a complaint with the State Bar Association or any other applicable professional licensing board about a **Telephone Access Firm** at any time.

To access any of the services provided in the **plan**, please call 1-800-247-4184.

TELEPHONE LEGAL ACCESS SERVICES

Telephone Advice and Consultation Services

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

Telephone Correspondence Services

You will receive follow-up correspondence and telephone calls to third parties related to **your** personal legal matter.

Telephone Document Preparation Services

You will receive assistance with the preparation or review of the following documents:

- Childcare authorizations
- Credit report requests
- Challenges to denial of credit
- Bad check notices
- Credit card inquiries
- Promissory Notes and Affidavits related to your personal property
- Bills of sale related to the your personal property

Telephone Document Review Services

You will receive review of legal documents up to four (4) pages related to **your** personal legal matter, except those related to trusts or real estate property transfers.

Telephone Standard Will Preparation Services

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

- Standard Will
- Specific bequests
- 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.

Telephone Durable Power of Attorney Preparation Services

You will receive legal assistance from the **Telephone Legal Access Law Firm** for the preparation or review of a Durable Power of Attorney.

Telephone Health Care Power of Attorney Preparation Services

You will receive legal assistance from the **Telephone Legal Access Law Firm** for the preparation or review of a Health Care Power of Attorney and Revocation.

Telephone Living Will Preparation Services

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

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 Legal Access Law Firm** 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.

ONLINE LEGAL TOOLS AND INFORMATION

Law Guide: The Law Guide provides information for employees about legal situations and is comprised of detailed overviews of common legal issues. The Law Guide:

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

Do-It-Yourself Legal Documents™: **Plan members** have access to an online library of legal documents for the convenience and control of preparing legally valid document (state specific) yourself.

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
- Cash and debt management
- Savings and budgeting
- Asset allocation
- Credit reports
- Insurance
- IRAs and 401(k)s
- Federal tax information and education
- Mortgage education
- 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.

REDUCED FEE LEGAL SERVICES

If your legal matter cannot be resolved over the phone and is 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. 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.

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.

LIMITATIONS

Telephone Legal Access Services cannot be provided for:

- (1) matters which, in the opinion of the Telephone Attorney, may not ethically or appropriately be handled over the telephone;
- (2) matters which require, in the Telephone Attorney's opinion, **your** personal presence in an attorneys office or **your** direct and personal representation by another attorney;
- (3) matters outside the jurisdiction of the United States of America.

EXCLUSIONS

The **plan** services do not include:

1. services for matters against **us**, the **plan sponsor**, and/or **your** employer.
2. matters arising out of **your** profession, business interests, occupation, employment, workers or unemployment compensation, relocation required by an employer, patents or copyrights.
3. services for the benefit of a person other than **you**.
4. legal services for a person other than the **Named Plan Member** against the interests of another **plan member** under the same **plan**.