



UltimateAdvisor® Group Legal Program Summary Plan Description (SPD)

BMO U.S. Health and Welfare Benefit Plan

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About this Summary Plan Description

This document is the Summary Plan Description (“SPD”) for the UltimateAdvisor® Group Legal portion of the Employee Benefit Program of Bank of Montreal/Harris (the “Plan”). Please read this SPD to help you understand and manage your benefits and keep it for future reference. This SPD only addresses the Legal benefits portion of the Plan. Other portions of the Plan discuss other benefits. Those other portions are not covered by this SPD. If you have questions about the Plan contact ARAG Customer Care at 800-247-4184. ARAG administers the Legal benefits portion of the Plan.

The information in this SPD is current as of January 1, 2023. As plan changes occur, this SPD will need to be revised periodically. Although the Company strives to keep the descriptions up to date, from time-to-time plan changes may not be incorporated immediately into the SPD. While this SPD summarizes the major provisions of this Plan, it does not provide you with every Plan detail. If there are any discrepancies or any oral representations differs between this SPD from the legal Plan documents, the Plan document prevails.

If you have questions about the Plan or would like a complete copy of the Plan document, contact the Human Resources Centre (HRC) at 1-888-927-7700.

Disclaimer

This information is for illustrative purposes only and is not a contract. This information is intended to provide a general review of the Plan described. Please remember that only the insurance policy can give actual terms, coverages, amounts, conditions, and exclusions.

Eligibility

Employee

You are eligible to participate in the Legal benefits portion of the Plan if you are a:

- full-time employee; or
- part-time employee scheduled to work 20 or more hours a week.

You are considered an “employee” only if you are specifically treated or classified as an employee of BMO Financial Corp (“Company”) records for purposes of withholding federal employment and income taxes. If the Company classifies you as an independent contractor, consultant, leased employee or similar type of non-employee, you are specifically excluded from participating in the Plan, even if a court, the Internal Revenue Service (“IRS”) or another agency retroactively reclassifies you as an employee.

Eligible dependents

If you elect coverage for yourself, you may enroll your eligible dependents, which include:

- your legal spouse, unless you are legally separated or divorced. A legal spouse includes a same-sex or opposite-sex individual who is recognized as your spouse for purposes of federal tax laws (a common-law spouse is eligible if you legally establish the marriage in a state that recognizes common-law marriages and is recognized as your spouse for purposes of federal tax laws);
- your qualifying same-sex or opposite-sex domestic partner if your relationship satisfies certain criteria (see Domestic partner eligibility requirements in this section); and

your children under age 26.

- Children are defined as:
- your biological children;
- your adopted children or children placed with you for adoption;
- your stepchildren, regardless of where they live (includes stepchildren from your same-sex or opposite-sex legal spouse);
- foster children living with you;
- a child who is recognized under a qualified medical child support order as having a right to health care coverage, if the child meets the other eligibility requirements of the Plan for dependent coverage;
- any other child for whom you are the legal guardian and whom you support in a parent-child relationship; and
- your domestic partner’s children if they qualify as your dependents for income tax purposes according to Section 152 of the IRS Code.

Non-duplication of coverage

Any person who is covered as an eligible Employee will not also be considered an eligible Dependent under this Plan. If you and your spouse or domestic partner are both BMO employees and eligible to enroll in the Plan, you may each enroll for individual coverage or one of you may enroll and cover the other. If you each enroll for individual coverage, only one of you may enroll your children as dependents.

Extended coverage for disabled children

If you have an adult dependent child age 26 or over that is physically or mentally incapable of self-support, the child may continue to be eligible to be covered on the Plan if certain conditions are met.

The Plan will cover the adult dependent child, as long as:

- the child is unmarried;
- the child is unable to be self-supporting due to a disabling condition;
- the child depends mainly on you for support;
- the child is considered your tax dependent;
- the child's disability existed prior to the child reaching age 26;
- you provide proof of the child's disability and dependency within 31 days of the date coverage would have otherwise ended because the child reached age 26; and
- you provide proof, upon request by the Plan, that the child continues to meet these conditions.

The proof may include medical records, determination of disability, and copies of your federal tax returns. If you do not supply the required documentation within 31 days of the child's 26th birthday or when requested, the child will not be eligible for benefits under the Plan.

Coverage will continue, as long as the enrolled adult dependent child continues to meet the conditions above, unless coverage is otherwise terminated in accordance with the terms of the Plan. You may also need to provide proof of continued disability from time to time to maintain coverage.

Domestic partner eligibility requirements

Legal Plan eligibility is available to employees' domestic partners, whether same-sex or opposite-sex. Your domestic partner's children may also qualify as dependents under the Plan if they meet the same requirements that apply to all dependent children and they qualify as your dependents for income tax purposes according to Section 152 of the IRS Code.

Domestic partners

For your domestic partner to be eligible under the Plan, the two of you must meet all the following requirements:

- you share a sole, committed relationship with each other that has existed for at least one year and is expected to last indefinitely;
- you are jointly responsible for each other's welfare and financial obligations;
- you share your principal place of residence;
- you are both at least 18 years old and mentally competent to consent to a contract;
- neither of you is married to, legally separated from or in another domestic partner relationship with anyone else; and
- you are not related to each other in a way that would prohibit a legal marriage from being recognized in the state in which you live.

The following documentation that demonstrates you meet the eligibility requirements is required. Two of the items listed must be provided, however, additional documentation may be requested if necessary to determine eligibility:

- federal and state tax returns
- domestic partnership agreement
- joint mortgage, lease or ownership of real estate property
- primary beneficiary designation for will, life insurance and/or retirement benefits
- assignment of durable power of attorney
- joint ownership of motor vehicle or investments
- joint checking or credit account
- joint responsibility for debts
- other document stating common residency

Domestic partner's children

If your domestic partner meets the requirements, then his or her children may also be considered eligible dependents under the Plan. Children of domestic partners are subject to the same eligibility requirements that biological and adopted children must meet. You can enroll your domestic partner's children only if they qualify as your legal tax dependents.

Qualifying for tax-dependent status

To qualify as a tax dependent, your domestic partner or domestic partner's children must meet the rules under Section 152 of the IRS Code. In addition, tax dependents must be claimed on your federal tax return. If your domestic partner qualifies under IRS Code Section 152, he or she may enroll as a *tax-dependent*. Otherwise, your domestic partner may enroll as a *non-tax dependent*. You can enroll your domestic partner's children only if they qualify as your legal tax dependents.

If your domestic partner meets the domestic partner eligibility requirements, he or she can enroll as either a *tax dependent* or a *non-tax dependent*.

Enrolling & changes

When coverage begins

Coverage under the Plan is not automatic; you must enroll. As a new employee or an employee who changes to benefit-eligible status, you have 31 calendar days (includes your hire date* or newly benefit-eligible date) to make your benefit elections. Coverage begins on the first day of the month following 30 days from your date of hire or change in benefit eligible status date if you enroll within this 31-day period.

*The benefit effective date for employees hired as part of an acquisition and/or merger may be different based upon the terms of the purchase agreement.

Once made, you generally cannot change your elections during the year. If you miss the 31-day deadline and want to enroll in the Plan during the year, you can do so only in limited situations; for example, if you experience a qualifying life event (see [Qualifying life event](#) for more information). If you have a qualifying life event you have 31 calendar days from the date of the event to enter any applicable coverage changes. Otherwise you must wait until the next annual enrollment to make coverage changes, which take effect the next January 1, or until you experience another qualifying life event.

Retroactive changes to benefits and deductions may be necessary in a few situations, such as late entry of a benefit change or missed payroll cutoff, therefore any missed benefit deductions from the benefit effective date will be caught up on future payrolls.

Rehired employees

If you are an eligible employee rehired within 30 days of your termination date, your benefit elections in effect on the date of your termination are automatically reinstated back to the benefit end date. If you are an eligible employee rehired more than 30 days after your termination date, but within 13 weeks of your termination date, your benefit elections are effective on the first day of the month following your date of rehire and you must enroll within 31 calendar days of your rehire date. If you are an eligible employee with a rehire date greater than 13 weeks following your termination date, your effective date will be the same as a new employee and you must enroll within 31 calendar days of your rehire date. If you are an eligible employee rehired after the annual enrollment for the next calendar year, you must enroll or re-enroll to have coverage in the next calendar year.

Annual enrollment

During annual enrollment, held each fall, you can make changes to your benefit elections. The changes take effect the next January 1. If you have not enrolled in the Plan, you can do so during the annual enrollment period. Elections made during annual enrollment remain in effect throughout the calendar year; unless you experience a qualifying life event (see [Qualifying Life Event](#) for more information). In general, your elections remain in effect for future years unless you make a change, or you are notified by the Company of coverage changes.

Qualifying life event

There may be times that you experience an event in your life that would allow you to make mid-year changes to your benefit elections. The change you make in your elections must be consistent with your qualifying life event. For example, if you adopt a child, you can add your child as a covered dependent; however, you cannot drop your spouse/domestic partner from coverage under the Plan under the adoption event. Note that some qualifying life events are not applicable to particular benefits. When you make a change, or request a change, you must follow applicable Internal Revenue Service rules on what changes are allowed.

Life Event	Medical, Dental and/or Vision Plans	Spending Accounts	Supplemental LTD	Life Insurance	Other Voluntary Benefits
Birth/Adoption <i>Having a baby or finalizing an adoption with the court</i>	Enroll/Change tier	Enroll/Change election	Enroll – No waive	Enroll/Change tier – No waive	Enroll/Change tier
Acquired Guardianship	Change tier – No Waive	Enroll/Change election	Enroll – No waive	Enroll/Change Tier – No waive	Change tier – No waive
Death of Dependent/Child	Enroll/Change tier	Decrease only/No waive	Enroll – No waive	Enroll/Change tier	Change Tier – No waive
Death of Spouse/Domestic Partner	Enroll/Change tier	Enroll/Change election	Enroll/Change tier	Enroll/Change tier	Enroll/Change Tier – No waive
Divorce/Legal Separation	Enroll/Change Tier – No waive	Enroll/Change election	Enroll/Change tier	Enroll/Change tier	Enroll/Change Tier – No waive
Marriage	Enroll/Change tier	Enroll/Change election	Enroll/Change tier	Enroll/Change tier	Enroll/Change tier
Gain of Dependent/Child Eligibility <i>Your child becomes newly eligible for benefits through another employer or state</i>	Change tier – No waive	Change election	--	Enroll/Change tier	Change tier – No waive
Loss of Dependent/Child Eligibility <i>Your child involuntarily loses other benefits coverage through another employer or state</i>	Change tier – No waive	Change election	--	Enroll/Change tier	Change Tier – No waive
Gain of Spouse Benefits/Eligibility <i>Your spouse becomes newly eligible for benefits through another employer or state</i>	Enroll/Change tier	Enroll/Change election	Enroll/Change tier	Enroll/Change tier	Enroll/Change tier
Loss of Spouse Benefits/Eligibility <i>Your spouse involuntarily loses other benefits coverage through another employer or state</i>	Enroll/Change tier	Enroll/Change election	Enroll/Change tier	Enroll/Change tier	Enroll/Change tier
Start of Domestic Partnership	Enroll/Change tier	Enroll/Change election	Enroll/Change tier	Enroll/Change tier	Enroll/Change tier
End of Domestic Partnership	Enroll/Change Tier – No waive	Enroll/Change election	Enroll/Change tier	Enroll/Change tier	Enroll/Change tier – No waive
Other Life Events <i>(Turning 26, loss or gain of state coverage, etc.)</i>	Call the Human Resources Centre (HRC) at 1-888-927-7700				



Do not wait to initiate your life event

You may be required to provide documentation for your life event. It is important to note that you do not need to submit the documentation at the time you initiate the life event. Since you only have 31 calendar days (includes the event date) from the date of the event to change, add or cancel coverage, it is recommended that you initiate the life event immediately in the My Benefits & Retirement app. You may contact the Human Resources Centre at 1-888-927-7700 for assistance in making a qualifying life event change.

The effective date of coverage is the date of the qualifying life event, except in the case where you become a newly benefit eligible employee for coverage under the Employee Benefit Program of Bank of Montreal/Harris. The effective date for an employee newly eligible for benefits is the 1st of the month following 30 days from the date your increase in standard hours to over 20 hours/week occurred (“newly benefit eligible date”). You must make your benefit elections within 31 calendar days from your newly benefit eligible date.

How to change, add or cancel coverage

If you experience a qualified life event during the year, you have 31 calendar days from the date of the event to change, add or cancel coverage. Here’s how:

1. Go to [Workday](#), click on the **My Benefits & Retirement** app;
2. Depending on where you are connecting to Workday from, click on **Employees in Canada an US (on BMO Network)** or **Employees in Canada and US (off BMO Network)**;
3. Click on the **Log your life event** tile;
4. Choose the life event that corresponds to your event, enter the date your life event occurred and **follow the rest of the prompts** to make your election changes;
5. After you make the benefit election changes, **verify your benefits summary** to make sure everything is correct and the changes are reflected as you intended. **Keep a copy for your records.**

If you miss the deadline, your next opportunity to enroll, change or cancel coverage is during annual enrollment, unless another qualifying life event occurs that would allow a change. You may file an appeal to request a change, but your right to add or drop coverage is not guaranteed.

Family and Medical Leave of Absence

You may be able to continue Plan coverage for up to 12 weeks during a leave of absence if that leave qualifies under the Family and Medical Leave Act of 1993 (FMLA) and you are eligible under the terms of FMLA.

To continue your coverage, you must continue paying your premiums while on FMLA leave. If your FMLA leave is paid, your premium contributions are deducted from your pay as usual and your benefits coverage will continue without interruption during your leave. If any portion of your leave is unpaid, your benefits coverage will continue and you will still owe premiums during the unpaid leave. Any missed deductions for your benefits will accumulate in arrears. When you return from leave, your regular deductions will resume and any accumulated arrears will be collected at a rate of one additional deduction per pay until your arrears balance is zero. For longer periods of unpaid leave, you will be contacted to make payment arrangements for your unpaid premiums.

If, during your FMLA leave, you give notice that you are terminating employment, your coverage ends on the last day of the month in which your employment ends. If you do not return to work on your expected return date and do not notify the Company of your intent either to terminate or extend your leave, your coverage ends on the last day of the month in which your employment ends. For more information about FMLA leave, access the [HR Intranet](#), Operating Procedures, Leaves of Absence – Family Medical can be found under *About Managing Life's Transitions*.

Maternity and Parental leave

If you are on maternity or parental leave your Plan coverage will continue during both the paid and unpaid portion of your leave.

- Your benefits coverage will continue during the first 16 weeks of paid maternity/parental leave. Premiums will continue to be deducted from your pay.
- If you choose to take unpaid maternity/parental leave, your benefits coverage will continue and you will owe premiums. Your premiums will accumulate in arrears. When you return from leave, your regular deductions will resume and any arrears will be collected at a rate of one additional deduction per pay until your balance is zero.

Military leave of absence

If you are on military leave, you can elect to continue Plan coverage for yourself and enrolled dependents for up to 24 months during your absence or, if earlier, until the day after the date you are required to apply for or return to active employment with the Company under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). Your contributions are the same as for active employees and you will be required to pay the active premiums.

Whether or not you decide to continue coverage during military leave, that coverage will be reinstated when you return to employment under USERRA. Your reinstatement will be without any waiting period.

Waiver of premium

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.

To receive waiver of premium you must call ARAG and provide the appropriate documentation.

If you take a leave of absence

You can continue your legal coverage while you are on an approved leave of absence. If you are on a paid leave, your premium is deducted from your pay as usual. If any portion of your leave is unpaid, your benefits coverage will continue and you will still owe premiums during the unpaid leave. Any missed deductions for your benefits will accumulate in arrears. When you return from leave, your regular deductions will resume and any accumulated arrears will be collected at a rate of one additional deduction per pay until your arrears balance is zero. For longer periods of unpaid leave, you will be contacted to make payment arrangements for your unpaid premiums. Your contribution amount is the same as when you were actively working and is subject to change each January 1.

If you become disabled

Your legal coverage, if applicable, may continue during your disability leave. Premium payments are deducted from any Short-Term Disability payments you may be receiving.

Retroactive cancellation of coverage

The Plan expects that you will provide complete and accurate information. If you or your dependents commit fraud against the Plan or make a misrepresentation, the Plan may take appropriate actions in response to such fraud or misrepresentation. The actions can include a loss of particular benefits or loss of all eligibility for the Plan.

Eligibility appeals

An eligibility appeal is a claim to participate in a Plan option or to change an election to participate during the year. It may be a claim to start, add or stop participation in the Plan -- that is, it could be a claim related to enrollment in a Plan or eligibility for coverage in a Plan -- or a claim relating to the premium you are being charged for coverage under this benefit program. For instance, you may feel an error was made during annual enrollment that resulted in your being assigned incorrect coverage. In these situations, you should contact the Human Resources Centre (HRC) at 1-888-927-7700 to discuss your concerns.

Procedure for filing an eligibility claim

If the HRC does not resolve the issue to your satisfaction, you may file a claim. For a communication to constitute a valid claim, it must be in writing, include your name and employee ID, and be delivered, along with any supporting comments, documents, records, and other information to:

BMO Financial Corp.
C/O Appeals
DEPT 14613
PO Box 64050
The Woodlands, TX 77387-4050
Fax: 1-866-894-6684

The eligibility administrator will review the appeal and the determination to your claim will be provided to you in writing within 30 days of the date the claim is received. If the eligibility administrator needs additional information in order to determine whether to grant your claim, you will be notified of the additional information needed. If you do not provide the requested information within 30 days, your claim will be considered invalid. If after review, the request is approved, you must pay any premium, or will be refunded premiums, retroactive to the date of the event (see [Plan cost](#)), and consistent with the eligibility claim.

Appeal of a denied eligibility claim

If your eligibility claim is denied, you or your authorized representative may appeal that decision by submitting an appeal request in writing within 60 days of receiving the eligibility claim denial. In order for a communication from you to constitute a valid appeal, it must be in writing, include your name and employee ID, and be delivered, along with any supporting comments, documents, records or other information that you have not previously provided to:

BMO Financial Corp.
Benefits Administration Committee
C/O Appeals
395 N. Executive Drive
Brookfield, WI 53005

For a second level appeal you must be able to prove that your claim falls outside the usual Plan rules. In connection with your request for appeal, you may review pertinent Plan documents and submit issues and comments in writing. You may also submit additional information about your claim to the Committee to consider upon reviewing your appeal. Upon request, you will be provided with copies of all documents and information relevant to your claim free of charge.

The Benefit Administration Committee will respond to your appeal in writing of its final decision regarding your claim for benefits under the Plan within 60 days (or, 120 days if an extension is required) of the date the claim is received. If the Benefits Administration Committee needs additional information in order to determine whether to grant your claim, they will notify you. If you do not provide the requested information within 30 days, your appeal will be considered invalid. If after review, the Benefits Administration Committee approves the request, you must pay any premiums, or will be refunded premiums, retroactive to the date of the event and be consistent with the eligibility claim.

Limitation of action

You cannot bring any legal action against BMO Financial Corp., the Benefits Administration Committee (or any other claim administrator), or the Plan, unless you first complete all the steps in the appeal process described in this section. After completing that process, if you want to bring a legal action against BMO Financial Corp., the Benefits Administration Committee (or any other claims administrator), or the Plan, you must do so within three years of the date you are notified of the final decision on your appeal or you lose any rights to bring such an action against BMO Financial Corp., the Benefits Administration Committee (or any other claims administrator), or the Plan. In addition, the Certificate may contain other provisions which affect your ability to bring a limitation of action.

Mandatory venue

Any lawsuit to challenge a final claim determination or to address any other dispute arising out of or relating to the Plan must be brought in federal court in Cook County, Illinois. The federal courts governing Cook County, Illinois, along with the United States Supreme Court, have exclusive jurisdiction over all disputes arising out of or in any way relating to this Plan.

Insurance Provisions

Note that the Legal benefits under the Plan is fully-insured through an insurance policy with ARAG. The insurance policy may contain provisions which supplement this SPD or, potentially, contradict this SPD. The insurance policy will control in the event of a conflict. To request a copy of the insurance policy contact ARAG at 800-247-4184 or email at service@araglegal.com.

UltimateAdvisor® Group Legal Program

These days, life is full of legal issues. Some you plan for — like creating a will or buying a home — and others are more unexpected — like fighting a traffic ticket or getting your deposit back from a difficult landlord.

Legal insurance makes it affordable to get the professional legal help you need. As a legal plan member, you benefit from a wide range of coverage and services to help address a wide range of situations in life that come with legal or financial challenges. For example:

- There's a charge that's not yours on your credit card bill.
- You're thinking of adopting a child.
- You have a legal dispute with a neighbor.
- Your child is in trouble with the law.

These situations happen every day...to people just like you. But now, with a legal plan, you'll have the **peace of mind** that comes from having an attorney on your side. Plus, when you work a network attorney, the attorney fees are 100% paid in full – with no co-pays – for most covered legal matters. This can save you hundreds, if not thousands of dollars.

You'll have access to a nationwide network of attorneys who can:

- Work with you in person, over the phone or online to consult with you on legal issues.
- Review or prepare personal documents.
- Make follow-up calls or write letters on your behalf.
- Represent you.

To start using the UltimateAdvisor legal insurance plan:

- Visit www.ARAGlegal.com/myinfo and type in access code 18694bmo for detailed information on Plan benefits and how to use the Plan.
- Talk to an ARAG Customer Care specialist at 800-247-4184 for information about Plan-specific benefits or for help getting connected with a network attorney. Specialists are available from 7:00 a.m. to 7:00 p.m. Central time, Monday through Friday.
- Email an ARAG Customer Care specialist for assistance or questions at service@ARAGlegal.com.

Certain terms may be further defined in the Group Legal Insurance Certificate and Service Plan document. You will find this document when you access your account online at www.ARAGlegal.com/myinfo.

Agreement

We will provide the insurance described in this policy and benefit endorsements in return for the premium and compliance with all applicable provisions of this policy. Matters which are not expressly listed in this policy are not covered. If the named insured purchased only individual coverage, legal services rendered to persons other than the named insured are not covered.

You can choose a Network Attorney or Non-Network Attorney for 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. We will pay benefits for legal services up to the maximum amount listed in the benefits section of this policy.

If you have any questions regarding your policy please call 1-800-247-4184.

Exclusions

We do not provide coverage for:

1. Matters against us, the policyholder or an insured against the interests of the named insured under the same Certificate.
2. Legal services arising out of a business interest, investment interests, employment matters, employee benefits, your role as an officer or director of an organization, and patents or copyrights.
3. Legal services in class actions, punitive damages, personal injury, malpractice, court appeals or post judgments (settlement agreement signed by all parties, final binding arbitration, judgment issued by a court).
4. Legal services deemed by us to be frivolous or lacking merit, or in legal matters where you wish to take action against a party, regardless of whether the matter proceeds to you filing a lawsuit against the other party, and the amount we pay for your legal services exceeds the amount in dispute, or in our reasonable belief you are not actively and reasonably pursuing resolution in your case.

Conditions

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.

Plan Cost

If you choose to purchase legal coverage you pay the full cost of coverage with post-tax dollars deducted from your paycheck.

Waiver of Premium

Death Benefit - This waiver of premium will cover the surviving spouse or domestic partner and insured dependents for one year from the date the named insured passed away. After that year, the spouse, domestic partner, or insured dependent can roll their membership to the conversion plan.

Military Leave - 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.

To receive waiver of premium you must call ARAG and provide the appropriate documentation.

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.

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.

If your policy contains coverages that provide for benefits to be provided over the telephone, upon your request made directly to us, we will arrange for an alternative attorney to provide the legal services via the telephone if the current attorney is prohibited by conflict of interest to perform the legal services under the coverage. You have the unrestricted right to retain any attorney for these services at your own expense.

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.

Non-Assessable Policy

This policy is non-assessable. You are not subject to contingent liability, nor liable to assessment.

How to obtain in-office legal services and court representation

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 www.ARAGlegal.com/myinfo 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 attorney. If not, the 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.

- Network Attorney Guarantee- If there is not a network attorney located within 30 miles of your home, ARAG guarantees you will receive in-network benefits. ARAG will work with you to arrange for you to receive covered legal services through an attorney in your area.

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 www.ARAGlegal.com/myinfo and log on as a member.

Covered Services

Coverage	Network Attorney	Non-Network Attorney INDEMNITY Benefits
<u>Administrative Regulation Protection</u>	PAID IN FULL	\$ 720*
Legal services for an insured in the defense against charges filed in state or federal court for violation of administrative regulations, except those involving motorized vehicles, domestic violence or felony charges.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**

Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Contested Adoption</u>	PAID IN FULL	\$ 800*
Legal services ¹ in a contested adoption for an insured to become an adoptive parent(s).		
¹ 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		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Building Codes</u>	PAID IN FULL	\$ 400*
Legal services for an insured in an administrative action for permit or code violations relating to the renovation and/ or improvement of your existing primary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Defense of Civil Damage Claims</u>	PAID IN FULL	\$ 800*
Legal services for an insured in defense against civil damage(s) claims, except claims involving the ownership or use of a motorized vehicle, claims which are covered by other insurance, or claims related to a felony charge.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Credit Records Correction</u>	PAID IN FULL	\$ 160*
Legal services for an insured related to correcting inaccuracies or misrepresentations on your credit record.		
<u>Uncontested Divorce</u>	PAID IN FULL	\$ 640*
Legal services for the named insured in an uncontested divorce, a legal separation and/or an annulment of marriage.		
<u>Contested Divorce – 20 hours per insured event</u>	PAID IN FULL	\$ 1,600*
Legal services for the named insured in a contested divorce, a legal separation and/or an annulment of marriage.		
<u>Driving Privilege Protection (excluding DWI-related)</u>	PAID IN FULL	\$ 400*

Legal services for an insured in the defense of a traffic offense where conviction of the offense will directly result in the suspension or revocation of your driving privileges. (Does not include driving while impaired or under the influence of drugs or alcohol or a related offense.)		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Driving Privilege Restoration (excluding DWI-related)</u>	PAID IN FULL	\$ 240*
Legal services for an insured in the defense of a traffic offense where conviction of the offense will directly result in the suspension or revocation of your driving privileges. (Does not include driving while impaired or under the influence of drugs or alcohol or a related offense.)		
<u>Easement</u>	PAID IN FULL	\$ 400*
Legal services for an insured in an administrative action regarding an easement on your primary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Estate Administration & Estate Closing (Probate) – 9 hours per insured event</u>	PAID IN FULL	\$ 720*
Legal services for an insured in administering an estate where you have been named the executor.		
<u>Foreclosure</u>	PAID IN FULL	\$ 480*
Legal services for an insured regarding written notice of a foreclosure related to your primary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Defense of Garnishment</u>	PAID IN FULL	\$ 480*
Legal services for an insured in a legal dispute for a garnishment against you to collect judgment related to goods or services.		
(Exclusion #3 as it relates to post judgment garnishment is waived for this benefit.)		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

<u>Uncontested Guardianship/Conservatorship</u>	PAID IN FULL	\$480*
Legal services in an uncontested Guardianship/Conservatorship for an insured to appoint or be appointed as a Guardian/Conservator.		
<u>Contested Guardianship/Conservatorship</u>	PAID IN FULL	\$720*
Legal services in a contested Guardianship/Conservatorship for an insured to appoint or be appointed as a Guardian/Conservator.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Habeas Corpus Proceedings</u>	PAID IN FULL	\$480*
Legal services for an insured in habeas corpus proceedings.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Mental Incompetency or Infirmary Proceedings</u>	PAID IN FULL	\$960*
Legal services for an insured in defense of mental incompetency or infirmity proceedings.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Juvenile Court</u>	PAID IN FULL	\$480*
Legal services for an insured child charged in juvenile court for violation of administrative regulations, except those involving motorized vehicles or felony charges. If the matter is removed from juvenile court, coverage under this benefit will cease as of the date of the removal.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Minor Traffic – Broad (excluding DWI – related)</u>	PAID IN FULL	\$240*
Legal services for an insured in the defense of a traffic offense, the conviction of which would not result in suspension or revocation of your driving privileges. (Does not include driving while impaired or under the influence of drugs or alcohol or any non-moving offense.)		
<u>Neighbor Disputes</u>	PAID IN FULL	\$720*

Legal services for an insured with a neighbor as a plaintiff or defendant in a dispute related to your primary residence, including boundary or property title disputes.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Neighbor Disputes – Secondary Residence</u>	PAID IN FULL	\$720*
Legal services for an insured with a neighbor as a plaintiff or defendant in a dispute related to your secondary residence, including boundary or property title disputes.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>General In Office Services – 4 hours</u>	4 hours	\$320*
General in office legal services. (This benefit is limited to four hours per family per certificate year.)		
<u>Parental Responsibilities</u>	PAID IN FULL	\$480*
Legal services for an insured in juvenile court proceedings (except those involving traffic matters) where a state has brought an action regarding your parental responsibilities for an insured child.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Personal Property Protection</u>	PAID IN FULL	\$320*
Legal services for an insured as a plaintiff or defendant regarding contracts or obligations for the transfer of your personal property or your personal property rights.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Postnuptial Agreements</u>	PAID IN FULL	\$320*
Legal services for the named insured for the preparation of a postnuptial agreement.		
<u>Prenuptial Agreements</u>	PAID IN FULL	\$320*
Legal services for an insured for the preparation of a premarital or antenuptial agreement.		

<u>Refinancing – Primary Residence</u>	PAID IN FULL	\$160*
Advice and review of relevant documents regarding refinancing of your primary residence.		
<u>Property Tax – Primary Residence</u>	PAID IN FULL	\$400*
Legal services for an insured in an administrative action brought by you to reduce the property tax assessment on your primary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Purchase of Real Estate</u>	PAID IN FULL	\$320*
Legal services for an insured for the purchase of your primary residence for the review and preparation of documents including contract for purchase and attendance at closing.		
<u>Real Estate Disputes</u>	PAID IN FULL	\$1,200*
Legal services for an insured as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of your primary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Real Estate Disputes – Secondary Residence</u>	PAID IN FULL	\$1,200*
Legal services for an insured as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of your secondary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Sale of Real Estate</u>	PAID IN FULL	\$320*
Legal services for an insured for the sale of your primary residence for the review and preparation of documents including the contract for sale and attendance at closing.		
<u>Social Security/Veterans/Medicare</u>	PAID IN FULL	\$400*
Legal services for an insured in an administrative legal dispute arising out of Social Security, Veterans, Medicare or Medicaid benefits.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**

Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Tenant Matters</u>	PAID IN FULL	\$320*
Legal services for an insured as a plaintiff or defendant with your landlord as tenant of your primary residence, including but not limited to, eviction and security deposit disputes.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Irrevocable Trusts</u>	PAID IN FULL	\$320* single document
Legal services for an insured for the preparation of a stand-alone irrevocable trust.		\$400* spousal document
<u>Revocable Living Trusts</u>	PAID IN FULL	\$320* single document
Legal services for an insured for the preparation of a stand-alone revocable trust.		\$400* spousal document
<u>Wills & Durable Power of Attorney</u>	PAID IN FULL	\$320* single document
Individual will or spousal will(s). (Does not include any tax planning services done in connection with the will.)		\$400* spousal document
Codicil (an amendment to a will)	PAID IN FULL	\$40* single document
		\$80* spousal document
Living Will / Health Care Directive	PAID IN FULL	\$40* single document
		\$80* spousal document
Durable / Financial Power of Attorney	PAID IN FULL	\$40* single document
		\$80* spousal document
<u>Zoning and Variances</u>	PAID IN FULL	\$400*

Legal services for an insured in an administrative action related to a zoning change, variance, or an eminent domain proceeding involving your primary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Uncontested Child Custody/Child Support Agreement</u>	PAID IN FULL	\$320*
Legal services for an insured for the creation of an initial uncontested child custody, child support, or visitation agreements. This benefit does not include the modification of current agreements.		
<u>Contested Child Custody/Child Support Agreement – 8 hours per insured event</u>	PAID IN FULL	\$640*
Legal services for an insured for the creation of an initial contested child custody, child support, or visitation agreements. This benefit does not include the modification of current agreements.		
<u>Home Equity Loan – Primary Residence</u>	PAID IN FULL	\$160*
Legal services for an insured for the preparation and review of home equity loans for your primary residence.		
<u>Home Equity Loan – Secondary Residence</u>	PAID IN FULL	\$160*
Legal services for an insured for the preparation and review of home equity loans for your secondary residence.		
<u>Refinancing – Secondary Residence</u>	PAID IN FULL	\$160*
Advice and review of relevant documents regarding refinancing of your secondary residence.		
<u>Property Tax – Secondary Residence</u>	PAID IN FULL	\$400*
Legal services for an insured in an administrative action brought by you to reduce the property tax assessment on your secondary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Building Codes – Secondary Residence</u>	PAID IN FULL	\$400*
Legal services for an insured in an administrative action for permit or code violations relating to the renovation and/or improvement of your existing secondary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**

Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Uncontested Child Support Enforcement</u>	PAID IN FULL	\$320*
Legal services for an insured for an uncontested motion brought by you or against you to enforce a final decree for child support.		
<u>Contested Child Support Enforcement – 8 hours per insured event</u>	PAID IN FULL	\$640*
Legal services for an insured for a contested motion brought by you or against you to enforce a final decree for child support.		
<u>Document Review</u>	PAID IN FULL	\$40 per document
Legal services for an insured for the review of your personal legal documents.		
<u>Protection from Domestic Violence – Named Insured</u>	PAID IN FULL	\$320*
Legal services for the named insured to obtain a protective order related to domestic violence.		
<u>Protection from Domestic Violence –Insured</u>	PAID IN FULL	\$320*
Legal services for an insured to obtain a protective order related to domestic violence when the opposing party is not an insured under the same Certificate.		
<u>Easement – Secondary Residence</u>	PAID IN FULL	\$400*
Legal services for an insured in an administrative action regarding an easement on your secondary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Foreclosure – Secondary Residence</u>	PAID IN FULL	\$480*
Legal services for an insured regarding written notice of a foreclosure related to your secondary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Mechanic's Lien</u>	PAID IN FULL	\$480*
Legal services for an insured to remove a mechanic's lien.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

<u>Restraining Order – Named Insured</u>	PAID IN FULL	\$320*
Legal services for the named insured to obtain a restraining order.		
<u>Restraining Order –Insured</u>	PAID IN FULL	\$320*
Legal services for an insured to obtain a restraining order when the opposing party is not an insured under the same Certificate.		
<u>Student Loan Debt Collection</u>	PAID IN FULL	\$480*
Legal services for an insured as the defendant in a legal dispute related to your student loan.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Zoning and Variances – Secondary Residence</u>	PAID IN FULL	\$400*
Legal services for an insured in an administrative action related to a zoning change, variance, or an eminent domain proceeding involving your secondary residence.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Bankruptcy</u>	PAID IN FULL	\$880*
Legal services for an insured up to and including filing of a Chapter 7 bankruptcy final report.		
Legal services for an insured up to and including confirmation of a Chapter 13 bankruptcy. This benefit does not include the ongoing maintenance of a Chapter 13 repayment plan.	PAID IN FULL	\$ 1,200*
Legal services for an insured to file an amendment/modification to a Chapter 7 post-discharge or a Chapter 13 post- confirmation bankruptcy.	PAID IN FULL	\$ 240*
<u>Consumer Protection</u>	PAID IN FULL	\$800*
Legal services for an insured as a plaintiff or defendant regarding written, verbal or implied contracts or warranties relating to consumer goods or services and/or residential contractor disputes (excluding insurance disputes).		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Defense of Debt Collection</u>	PAID IN FULL	\$480*

Legal services for an insured as the defendant in a legal dispute related to consumer goods or services (excluding foreclosure, garnishment, mechanic's lien and student loan debt collection).		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Insurance Disputes</u>	PAID IN FULL	\$800*
Legal services for an insured as a plaintiff or defendant relating to disputes with your insurance carrier.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>IRS Collection Defense</u>	PAID IN FULL	\$480*
Legal services for an insured in defense against collection actions by the Internal Revenue Service (IRS) related to errors on your personal tax return where the initial written notice is received after your effective date. This benefit does not include collection actions related to your failure to file a personal tax return or your failure to pay the taxes your filed personal tax return indicated you owed.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>IRS Audit Protection</u>	PAID IN FULL	\$480*
Legal services for an insured involving Internal Revenue Service (IRS) audits related to your personal tax return where the initial written notice is received after your effective date. This benefit does not include audits related to your failure to file a personal tax return or your failure to pay the taxes your filed personal tax return indicated you owed.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Uncontested Alimony, Child Support, Child Custody and Child Visitation Modification Defense</u>	PAID IN FULL	\$320*
Legal services for an insured for an uncontested motion brought against you to modify a final decree for child support, child custody, child visitation, or alimony.		
<u>Contested Alimony, Child Support, Child Custody and Child Visitation Modification Defense – 8 hours per insured event</u>	PAID IN FULL	\$640*

Legal services for an insured for a contested motion brought against you to modify a final decree for child support, child custody, child visitation, or alimony.		
<u>Uncontested Alimony, Child Custody and Child Visitation Enforcement</u>	PAID IN FULL	\$320*
Legal services for an insured for an uncontested motion brought by you or against you to enforce a final decree for child custody, child visitation, or alimony.		
<u>Contested Alimony, Child Custody and Child Visitation Enforcement – 8 hours per insured event</u>	PAID IN FULL	\$640*
Legal services for an insured for a contested motion brought by you or against you to enforce a final decree for child custody, child visitation, or alimony.		
<u>Uncontested Alimony and Child Support Modification</u>	PAID IN FULL	\$320*
Legal services for an insured for an uncontested motion brought by you to modify a final decree for child support or alimony.		
<u>Contested Alimony and Child Support Modification – 8 hours per insured event</u>	PAID IN FULL	\$640*
Legal services for an insured for a contested motion brought by you to modify a final decree for child support or alimony.		
<u>Uncontested Child Custody and Child Visitation Modification</u>	PAID IN FULL	\$320*
Legal services for an insured for an uncontested motion brought by you to modify a final decree for child custody or child visitation.		
<u>Contested Child Custody and Child Visitation Modification – 8 hours per insured event</u>	PAID IN FULL	\$640*
Legal services for an insured for a contested motion brought by you to modify a final decree for child custody or child visitation.		
<u>Purchase/Sale of Secondary Residence</u>	PAID IN FULL	\$320*
Legal services for an insured for the purchase or sale of your secondary residence for the review and preparation of documents including the contract for purchase or sale and attendance at closing.		
<u>School Administration Hearings</u>	PAID IN FULL	\$480*
Legal services for an insured in an administrative public or private formal school proceeding regarding disabilities, special education and student policy violations.		

Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Small Claims Court</u>	PAID IN FULL	\$320*
Legal services for an insured to bring a claim in Small Claims Court (or similar court of limited civil jurisdiction). This benefit does not include representation in court.		
Legal services for an insured to defend an action in Small Claims Court (or similar court of limited civil jurisdiction) including representation in court where allowed by law.	PAID IN FULL	\$400*
(Exclusion #4 as it relates specifically to plaintiff matters does not apply to this benefit)		
<u>State and Local Tax Collection Defense</u>	PAID IN FULL	\$480*
Legal services for an insured in defense against collection actions by state and/or local tax authority related to errors on your personal state tax return or personal local taxes where the initial written notice is received after your effective date. This benefit does not include collection actions related to your failure to file a personal tax return or your failure to pay the taxes your filed personal tax return indicated you owed.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>State and Local Tax Audit</u>	PAID IN FULL	\$480*
Legal services for an insured involving state and/or local tax authority audits related to your personal state tax return or personal local taxes where the initial written notice is received after your effective date. This benefit does not include audits related to your failure to file a personal tax return or your failure to pay the taxes your filed personal tax return indicated you owed.		
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<u>Document Preparation</u>	PAID IN FULL	\$40 per document
Legal services for an insured for the preparation of Deeds, Mortgages, Promissory Notes, Affidavits, Lease Contracts, Demand Letters, Installment Contracts, Bill of Sale, HIPAA Authorization and Certification of Trust.		
<u>Domestic Partnership Agreements</u>	PAID IN FULL	\$320*

Legal services for an insured for the preparation of a domestic partnership agreement.		
<u>Elder Law – Member Support</u>	PAID IN FULL	\$25
Initial advice for an insured on the impact of your parent's/grandparent's personal legal matter on you.		
Legal services for an insured for the preparation and review of a deed where you are the grantee.	PAID IN FULL	\$40 per document
Legal services for an insured for the preparation and review of a promissory note where you are the payee.	PAID IN FULL	\$40 per document
Legal services for an insured for the review of your parent's/grandparent's personal legal documents, including estate planning documents where you have been named as an agent or executor/personal representative.	PAID IN FULL	\$40 per document
<u>Advice for Parents and Grandparents</u>	PAID IN FULL	N/A
Telephone access to obtain legal advice and consultation on how the law relates to your parents and grandparents' legal matters and which actions may be taken.		
<u>Annual Check Up for Parents and Grandparents</u>	PAID IN FULL	\$80*
Legal services for your parent and grandparent to meet with an attorney on an annual basis. This annual meeting is to discuss the legal needs of your parent and grandparent and discuss any changes in their situation and potential legal implications.		
This benefit is limited to one usage per certificate year.		
<u>Funeral Directive</u>	PAID IN FULL	\$40 per document
Legal services for an insured for the preparation of a funeral directive.		
<u>Gender Identifier Change</u>	PAID IN FULL	\$240*
Legal services for an insured to change your gender identifier on government issued documents.		
<u>Hospital Visitation Authorization</u>	PAID IN FULL	\$40 per document
Legal services for an insured for the preparation of a hospital visitation authorization.		
<u>Name Change</u>	PAID IN FULL	\$240*
Legal services for an insured to legally change your name.		

- * Non-Network Attorney Indemnity Benefits are up to the stated amount
- ** Trial Indemnity Benefits are (\$300 per ½ day of Trial time) up to the stated amount
- *** Trial Indemnity Benefits are (\$400 per ½ 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.

You will receive:

- | | |
|---|--------------|
| • 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.

Service Plan

Terms and Conditions

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

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

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

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 a 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 is 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 Specialists 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.
- 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 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
- Childcare
- Caregiving
- Residential Contractor
- Estate Administration
- 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
- Living Will
- Health Care Power of Attorney
- Standard Will

Caregiving Services

Reduced Fee Services - Should your parents/grandparents legal matter require legal representation, Network Attorneys provide reduced fee services of at least 25% off their normal rate for most legal matters. Payment of the attorney fees is handled directly between the parent/grandparent and the Reduced Fee Network Attorney. Access to a Reduced Fee Network Attorney is subject to availability. You are encouraged to contact ARAG to determine proximity to a Reduced Fee Network Attorney within legal practice areas.

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

- Answer your eldercare-related questions, assess eldercare need and help you develop a care plan.
- Send you a **customized information guide** that contains lists of assisted living facilities, nursing homes or home health care agencies - including comparative quality-of-care ratings and reports on thousands of facilities and agencies - along with helpful eldercare information.
- Give you access to the nation's most comprehensive eldercare database with more than 90,000 long term care providers.
- Conduct searches to determine the availability and rates of assisted living facilities, nursing homes, home health care agencies and adult care providers. Advocate will negotiate discounts when available.

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

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

Tax Services

This service provides you with year-round access to experienced tax specialist. You can call toll-free for a one-on-one consultation if you have questions or need advice regarding your personal, non-business related tax matters. Services include:

- Tips for state or federal filing of personal taxes
- Explanation of tax law changes
- Research on complex tax matters
- Advice regarding IRS Audits and notifications
- Review of last year's personal tax return
- Discounted personal tax return preparation

Exclusions

The plan does not cover:

- Matters against ARAG, the policyholder, your employer and/or an insured against the interests of the named insured under the same Certificate.
- 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.
- Legal services in class actions, punitive damages, personal injury, malpractice, court appeals, or post judgements (settlement agreement signed by all parties, final bidding arbitration, judgment issued by a court).
- 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.

Plan services do not include:

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

When coverage ends

Your coverage ends on the last day of the month in which any of these events occur:

- your employment with the Company ends for any reason,
- you become ineligible to participate (see [Eligibility](#)),
- you fail to pay premiums when due, or
- the Plan ends coverage for employees.

Your dependent's coverage ends on the last day of the month in which any of these events occur:

- your employment with the Company ends for any reason,
- you or your covered dependents become ineligible to participate (see [Eligibility](#)),

- you divorce or become legally separated from your spouse,
- you no longer share a sole, committed relationship with your domestic partner,
- you fail to pay premiums when due, or
- the Plan ends coverage for employees, dependents and/or domestic partners.

It is your responsibility to notify the Company of any change in your status or the status of any of your covered dependents that affects eligibility for coverage under the Plan within 31 days of the status change.

Conversion

You may continue this insurance when you no longer qualify as an employee or as a member of the group to which this policy is issued. You must notify ARAG within 90 days of this disqualifying event to make arrangements for premium payment. Any questions regarding the ARAG conversion plan, please contact ARAG at 800-247-4184.

Administrative information

Plan Administrator

If you have any questions or concerns, please contact the plan administrator at ARAG®, 500 Grand Avenue, Suite 100, Des Moines, IA, 50309 or at 1-800-247-4184.

Plan Number

507

Plan Year

January 1 – December 31

Agent for Services of Legal Process

ARAG, Attention: General Counsel, 500 Grand Avenue, Suite 100, Des Moines, IA 50309

Underwriter Information

Insurance products are underwritten by ARAG® Insurance Company of Des Moines, Iowa or melGuideOne® Mutual Insurance Company of West Des Moines, Iowa or GuideOne Specialty Mutual Insurance of West Des Moines Iowa. Additional services may be provided by ARAG LLC or ARAG Services LLC. Some products are only available through membership in the ARAG Association LC.

As a participant in the Plan, you are entitled to the following rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA):

- You can examine, free of charge, at the Plan Administrator's office and at other locations, all of the Plan documents, including insurance contracts, if any, collective bargaining agreements and copies of all documents filed by the Plan (such as detailed annual reports) with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- You can obtain copies of all Plan documents governing the operation of the Plan, by writing to the Plan Administrator. You may have to pay a reasonable charge to cover the cost of photocopying.
- In some cases, the law may require the Plan Administrator to provide you with a summary of the Plan's annual financial report.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who operate the Plan. These people are called fiduciaries and have a duty to act prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including the Company or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit under the Plan or exercising your rights under ERISA. As described above, if your claim for a Plan benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial, and you have the right to obtain copies of documents relating to the decision, without charge and have the Plan review and reconsider your claim, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the preceding rights. For instance, if you make a written request for materials from the Plan and do not receive them within 30 days, you may file suit in federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay

you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied after review and reconsideration by the Plan or is ignored, in whole or in part, you may file suit in a state or federal court. In addition, if you disagree with the Plan's decision or lack thereof considering the qualified status of a medical child support order, you may file suit in federal court.

If it should happen that Plan fiduciaries misuse Plan funds, if any, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

You may have the right to continued health coverage for yourself, spouse or dependents if there is a loss of coverage under the Plan as a result of a qualifying event. You or your dependents may have to pay for such coverage. You should review this Summary Plan Description and the documents governing the Plan for the rules governing your COBRA continuation coverage.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of EBSA. JB 12/3: This is new. You may have to double-check the font though.

Review of Denied Claims

You are entitled to a full and fair review of a denied claim. You must submit a written request for review of your denied claim within 180 days of the date of this notice. Your request should include date of request, printed name and address (and name and address of authorized representative if you have designated one), date of service in question and description of claim denied (claim number, if available). ARAG will provide a written response within 60 days of receipt of your request. Send your written request to: ARAG Claims Center, 500 Grand Avenue, Suite 100, Des Moines, IA 50309. If the decision on review is adverse and if you have employer group coverage subject to ERISA, you have the right to bring a civil action under Section 502(1) of ERISA. Additional information regarding the review or appeal procedure is contained in your benefit plan document.

Definitions

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

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

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

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

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

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

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

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

"INDEMNITY BENEFITS" – means covered legal services which are reimbursed to the insured up to the benefit amount indicated under the specific coverage. The insured is responsible for all legal services which may exceed the amount paid by us.

"INSURED" – as dictated by premium paid and as indicated by coverages listed in the "Benefits" section, the named insured only or the named insured and the named insured's spouse, and/or eligible dependents as defined by mutual agreement between the policyholder and us.

For purposes of this policy, the term spouse or spousal wherever it appears in the policy includes a covered person who is legally married and/or who is a party to a civil union wherever it appears in the policy. A "civil union" is a relationship that meets the requirements of a civil union pursuant to "The Illinois Religious Freedom Protection and Civil Union Act", 750 ILCS 75/10.

"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 it 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.