



Group Legal Insurance Certificate and Service Plan

Important:

For purposes of the Whitfield County Schools **certificate**, the **Policyholder** has defined eligible dependents to mean: The plan member's spouse is covered. In addition, the plan member's children until the end of the month when they reach age 26 if married or unmarried are covered.

CERTIFICATE OF INSURANCE

**Whitfield County Schools
Legal Expense Insurance Plan**

DEFINITIONS

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

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

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

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

"CONTESTED" – **your** attorney assists with resolving any matter 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, transcriptions, title search, and title abstracting.

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

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

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

"INSURED EVENT" – an event covered by this policy whose initiation date will be considered the earlier of the date (a) written notice of a **legal dispute** is sent or filed by **you** or received by **you**; or (b) a ticket or citation is issued; or (c) an attorney is hired.

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

"JUDGMENTS" – all events and proceedings regarding an **insured event**, regardless of whether or not an action has been filed in court, that occur after a settlement agreement has been signed by all parties; an arbitrator has issued a final, binding decision or a court has issued a **judgment**.

"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, transcriptions, 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, transcriptions, 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 who completes and delivers a signed application to **us**; agrees to the terms of the ARAG Attorney Agreement; is accepted as a **Network Attorney** by **us** and agrees to provide **legal services** in the United States for the **benefits** noted on their application or as updated with **us**.

“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, equipment or other violations that are not handled in conjunction with a moving violation; however, this does not encompass violations related to electronic devices, red light cameras, speed cameras or tolls.

“PERSONAL INJURY” – the legal plan does not cover **legal services** for a **legal dispute** which includes allegations of harm whether it be for physical injuries to the body and/or non-physical injuries (including emotional distress, mental distress, pain and suffering and/or loss of companionship).

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

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

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

“UNCONTESTED” – all matters are settled or decided by all parties without the involvement of **your** attorney, and **your** attorney only assists in completing any necessary formal processes.

“WE”, “US”, and “OUR” – ARAG Insurance Company.

“YOU” and “YOUR” – an **insured**.

In-Office Legal Benefits

We will pay for covered **legal services** provided to **you** by a **Network Attorney** resulting from an **insured event** which occurs after **your effective date** and while **your Certificate of Insurance** is in effect for the **benefits** listed below. The **legal services** will be paid up to the amount listed in the **Network Attorney** column of the **benefits** section. If the amount listed is PAID IN FULL, **we** will pay for **legal services** up to **our** standard contract rates. If the **legal services** are provided by a **Network Attorney** on terms other than **our** standard contract rates, then the **legal services** will not exceed a reasonable maximum set by **us** based on similar **insured events**.

You can choose a **Non-Network Attorney** instead of a **Network Attorney**. If **you** choose a **Non-Network Attorney** for covered **benefits** 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 reimburse **you** for covered **legal services** up to the maximum amounts listed in the **Non-Network Attorney (Indemnity Benefit)** column of the **benefits** section.

Regardless of whether **you** choose a **Network Attorney** or **Non-Network Attorney**, only matters expressly listed are covered **benefits** and are paid as indicated below.

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

How to Obtain In-Office Legal Services and Court Representation

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

Network Attorney Services

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

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

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

Non-Network Attorney Services

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

Benefits		
	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Estate Administration & Estate Closing (Probate) - 9 hours		
Legal services for an insured in administering an estate where you have been named the executor.	PAID IN FULL (up to 9 hours per insured event)	\$ 720*
Habeas Corpus Proceedings		
Legal services for an insured in habeas corpus proceedings.	PAID IN FULL	\$ 480*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Minor Traffic - Broad (excluding DWI-related)		
Legal services for an insured in the defense of a traffic offense, the conviction of which would not result in suspension or revocation of your driving privileges. (Does not include driving while impaired or under the influence of drugs or alcohol or any non-moving offense .)	PAID IN FULL	\$ 240*
Parental Responsibilities		
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.	PAID IN FULL	\$ 480*
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***
Postnuptial Agreements		
Legal services for the named insured for the preparation of a postnuptial agreement.	PAID IN FULL	\$ 320*
Prenuptial Agreements		
Legal services for an insured for the preparation of a premarital or antenuptial agreement.	PAID IN FULL	\$ 320*
Refinancing - Primary Residence		
Advice and review of relevant documents regarding refinancing of your primary residence .	PAID IN FULL	\$ 160*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Purchase of Real Estate		
Legal services for an insured for the purchase of your primary residence for the review and preparation of documents including contract for purchase and attendance at closing.	PAID IN FULL	\$ 320*
Sale of Real Estate		
Legal services for an insured for the sale of your primary residence for the review and preparation of documents including the contract for sale and attendance at closing.	PAID IN FULL	\$ 320*
Irrevocable Trusts		
Legal services for an insured for the preparation of a stand-alone irrevocable trust.	PAID IN FULL	\$ 320* single document \$ 400* spousal documents
Revocable Living Trusts		
Legal services for an insured for the preparation of a stand-alone revocable trust.	PAID IN FULL	\$ 320* single document \$ 400* spousal documents
Wills & Durable Power of Attorney		
Individual will or spousal will(s). (Does not include any tax planning services done in connection with the will.)	PAID IN FULL	\$ 320 single document \$ 400 spousal documents
Codicil (an amendment to a will)	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
Living Will / Health Care Directive	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
Durable / Financial Power of Attorney	PAID IN FULL	\$ 40 single document \$ 80 spousal documents
Home Equity Loan - Primary Residence		
Legal services for an insured for the preparation and review of home equity loans for your primary residence .	PAID IN FULL	\$ 160*
Home Equity Loan - Secondary Residence		
Legal services for an insured for the preparation and review of home equity loans for your secondary residence .	PAID IN FULL	\$ 160*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Refinancing - Secondary Residence Advice and review of relevant documents regarding refinancing of your secondary residence .	PAID IN FULL	\$ 160*
Document Review Legal services for an insured for the review of your personal legal documents.	PAID IN FULL	\$ 40 per document
Protection from Domestic Violence - Named Insured Legal services for the named insured to obtain a protective order related to domestic violence.	PAID IN FULL	\$ 320*
Protection from Domestic Violence - Insured 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 .	PAID IN FULL	\$ 320*
Bankruptcy Legal services for an insured up to and including filing of a Chapter 7 bankruptcy final report.	PAID IN FULL	\$ 880*
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*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
IRS Collection Defense		
Legal services for an insured in defense against collection actions by the Internal Revenue Service (IRS) related to errors on your personal tax return where the initial written notice is received after your effective date . This benefit does not include collection actions related to your failure to file a personal tax return or your failure to pay the taxes your filed personal tax return indicated you owed.	PAID IN FULL	\$ 480*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
IRS Audit Protection		
Legal services for an insured involving Internal Revenue Service (IRS) audits related to your personal tax return where the initial written notice is received after your effective date . This benefit does not include audits related to your failure to file a personal tax return or your failure to pay the taxes your filed personal tax return indicated you owed.	PAID IN FULL	\$ 480*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Purchase/Sale of Secondary Residence		
Legal services for an insured for the purchase or sale of your secondary residence for the review and preparation of documents including the contract for purchase or sale and attendance at closing.	PAID IN FULL	\$ 320*
State and Local Tax Collection Defense		
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.	PAID IN FULL	\$ 480*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
State and Local Tax Audit		
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.	PAID IN FULL	\$ 480*
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***
Document Preparation		
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.	PAID IN FULL	\$ 40 per document
Juvenile Court		
Legal services for an insured child charged with a crime (except those involving traffic matters or felony charges) when the court proceedings are held in juvenile court. If the matter is removed from juvenile court, coverage under this benefit will cease as of the date of the removal.	PAID IN FULL	\$ 480*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Domestic Partnership Agreements		
Legal services for an insured for the preparation of a domestic partnership agreement.	PAID IN FULL	\$ 320*
Funeral Directive		
Legal services for an insured for the preparation of a funeral directive.	PAID IN FULL	\$ 40 per document
Gender Identifier Change		
Legal services for an insured to change your gender identifier on government issued documents.	PAID IN FULL	\$ 240*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Hospital Visitation Authorization Legal services for an insured for the preparation of a hospital visitation authorization.	PAID IN FULL	\$ 40 per document
Name Change Legal services for an insured to legally change your name.	PAID IN FULL	\$ 240*
Driving Privilege Protection (excluding DWI-related) 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.)	PAID IN FULL	\$ 400*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Driving Privilege Restoration (excluding DWI-related) Legal services for an insured in an administrative proceeding for the restoration of suspended or revoked driving privileges of an insured . (Does not include driving while impaired or under the influence of drugs or alcohol.)	PAID IN FULL	\$ 240*
Elder Law - Member Support Initial advice for an insured on the impact of your parent's/grandparent's personal legal matter on you .	PAID IN FULL	\$ 25
Legal services for an insured for the preparation and review of a deed granted by a parent/grandparent 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 your parent/grandparent is the payor and 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
Restraining/Protective Order - Named Insured Legal services for the named insured to obtain a restraining/protective order.	PAID IN FULL	\$ 320*
Restraining/Protective Order - Insured Legal services for an insured to obtain a restraining/protective order when the opposing party is not an insured under the same Certificate .	PAID IN FULL	\$ 320*
Credit Records Correction Advice, document review, document preparation and correspondence for an insured related to correcting inaccuracies or misrepresentations on your credit record.	PAID IN FULL	\$ 160*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Building Codes		
Legal services for a legal dispute for you in an administrative action for permit or code violations relating to the renovation and/ or improvement of your existing primary residence .	PAID IN FULL	\$ 400*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Building Codes - Secondary Residence		
Legal services for a legal dispute for you in an administrative action for permit or code violations relating to the renovation and/ or improvement of your existing secondary residence .	PAID IN FULL	\$ 400*
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***
Easement		
Legal services for a legal dispute for you in an administrative action regarding an easement on your primary residence .	PAID IN FULL	\$ 400*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Easement - Secondary Residence		
Legal services for a legal dispute for you in an administrative action regarding an easement on your secondary residence .	PAID IN FULL	\$ 400*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Foreclosure		
Legal services for a legal dispute regarding written notice of a foreclosure related to your primary residence when a party is taking action against you .	PAID IN FULL	\$ 480*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Foreclosure - Secondary Residence		
Legal services for a legal dispute regarding written notice of a foreclosure related to your secondary residence when a party is taking action against you .	PAID IN FULL	\$ 480*
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***
Mental Incompetency or Infirmary Proceedings		
Legal services for a legal dispute related to mental incompetency or infirmity proceedings when a party is taking action against you .	PAID IN FULL	\$ 960*
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***
Property Tax		
Legal services for a legal dispute for you in an administrative action to reduce the property tax assessment on your primary residence .	PAID IN FULL	\$ 400*
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***
Property Tax - Secondary Residence		
Legal services for a legal dispute for you in an administrative action to reduce the property tax assessment on your secondary residence .	PAID IN FULL	\$ 400*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Small Claims Court		
Legal services for a legal dispute in Small Claims Court (or similar court of limited civil jurisdiction) when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit. This benefit does not include representation in court.	PAID IN FULL	\$ 320*
Legal services for a legal dispute in Small Claims Court (or similar court of limited civil jurisdiction) including representation in court where allowed by law, when a party is taking action against you .	PAID IN FULL	\$ 400*
Social Security/Veterans/Medicare		
Legal services for a legal dispute for you in an administrative proceeding arising out of Social Security, Veterans, Medicare or Medicaid benefits.	PAID IN FULL	\$ 400*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
(Exclusion #2 as it relates to employment matters for Veterans benefit is waived for this benefit .)		
Zoning and Variances		
Legal services for a legal dispute for you in an administrative action related to a zoning change, variance or an eminent domain proceeding involving your primary residence .	PAID IN FULL	\$ 400*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Zoning and Variances - Secondary Residence		
Legal services for a legal dispute for you in an administrative action related to a zoning change, variance or an eminent domain proceeding involving your secondary residence .	PAID IN FULL	\$ 400*
Trial for three (3) days or less	PAID IN FULL	\$ 1,800**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Adoption		
Legal services ¹ in an adoption for an insured to become an adoptive parent(s).		
Uncontested	PAID IN FULL	\$ 400*
Contested	PAID IN FULL	\$ 800*
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***
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		
Defense of Civil Damage Claims		
Legal services for a legal dispute for you 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; claims related to libel, slander, defamation, or reputation; or claims related to a felony charge. This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction.)	PAID IN FULL	\$ 800*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Consumer Protection		
Legal services for a legal dispute regarding written, verbal or implied contracts or warranties relating to consumer goods or services (excluding real estate, residential contractor and insurance disputes) when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 800*
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***
Defense of Debt Collection		
Legal services for a legal dispute related to consumer goods or services (excluding foreclosures, garnishment, mechanic's lien and student loan debt collection) when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 480*
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***
Defense of Garnishment		
Legal services for a legal dispute for a garnishment to collect judgment related to goods or services when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 480*
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***
(Exclusion #3 as it relates to judgments garnishment is waived for this benefit .)		

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Guardianship/Conservatorship		
Legal services in a Guardianship/Conservatorship for an insured to appoint or be appointed as a Guardian/Conservator.		
Uncontested	PAID IN FULL	\$ 480*
Contested	PAID IN FULL	\$ 720*
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***
Homeowner Association Disputes		
Legal services for a legal dispute regarding written, verbal or implied contracts or obligations related to your homeowner association when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 800*
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***
Insurance Disputes		
Legal services for a legal dispute relating to your insurance carrier when you wish to take action against the insurance carrier regardless of whether the matter proceeds to the filing of a lawsuit or when the insurance carrier is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited jurisdiction.)	PAID IN FULL	\$ 800*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Mechanic's Lien		
Legal services for an insured to remove a mechanic's lien. This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 480*
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***
Neighbor Disputes		
Legal services for a legal dispute with your neighbor related to your primary residence (excluding boundary, nuisance and harassment disputes) when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction),	PAID IN FULL	\$ 720*
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***
Neighbor Disputes - Secondary Residence		
Legal services for a legal dispute with your neighbor related to your secondary residence (excluding boundary, nuisance and harassment disputes) when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 720*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Neighbor Disputes - Boundary		
Legal services for a legal dispute with your neighbor related to the boundary of your primary residence when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 720*
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***
Neighbor Disputes - Boundary - Secondary Residence		
Legal services for a legal dispute with your neighbor related to the boundary of your secondary residence when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 720*
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***
Neighbor Disputes - Nuisance & Harassment		
Legal services related to your primary residence , involving a legal dispute with your neighbor for nuisance or harassment, when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 720*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Neighbor Disputes - Nuisance & Harassment - Secondary Residence		
Legal services related to your secondary residence , involving a legal dispute with your neighbor for nuisance or harassment, when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 720*
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***
Personal Property Protection		
Legal services for a legal dispute regarding contracts or obligations for the transfer of your personal property or your personal property rights when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 320*
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***
Real Estate Disputes		
Legal services for a legal dispute regarding contracts or obligations for the construction, purchase or sale of your primary residence (excluding property title disputes) when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 1,200*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Real Estate Disputes - Secondary Residence		
Legal services for a legal dispute regarding contracts or obligations for the construction, purchase or sale of your secondary residence (excluding property title disputes) when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 1,200*
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***
Real Estate Disputes - Property Title		
Legal services for a legal dispute regarding the property title of your primary residence when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 1,200*
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***
Real Estate Disputes - Property Title - Secondary Residence		
Legal services for a legal dispute regarding the property title of your secondary residence when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 1,200*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Residential Contractor Disputes		
Legal services for a legal dispute regarding written, verbal or implied contracts or obligations related to a residential contractor when you wish to take action against a party regardless of whether the matter proceeds to the filing of a lawsuit or when a party is taking action against you . This benefit does not include Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 800*
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***
School Administrative Hearings		
Legal services for a legal dispute in administrative public or private formal school proceedings regarding disabilities and accompanying educational accommodations or when an insured violates student policy when you wish to take action against the school regardless of whether the matter proceeds to the filing of a formal dispute or when the school is taking action against you .	PAID IN FULL	\$ 480*
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***
Student Loan Debt Collection		
Legal services for a legal dispute related to your student loan when a party is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 480*
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***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Tenant Matters		
Legal services for a legal dispute with your landlord as tenant of your primary residence , including but not limited to, eviction and security deposit disputes, when you wish to take action against your landlord regardless of whether the matter proceeds to the filing of a lawsuit or when your landlord is taking action against you . This benefit does not include matters in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 320*
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***
Divorce - 30 hours		
Legal services for the named insured in an uncontested divorce, a legal separation and/or an annulment of marriage.	PAID IN FULL	\$ 640*
Legal services for the named insured in a contested divorce, a legal separation and/or an annulment of marriage.	PAID IN FULL (up to 30 hours per insured event)	\$ 2,400*

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

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

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

CONDITIONS

Policy Period and Territory

This policy applies to **insured events** which occur worldwide while **your Certificate of Insurance** is in effect. If an **insured event** occurs outside the United States **indemnity benefits** apply.

Any **insured event** which occurs prior to the **insured's effective date** will be considered pre-existing and excluded and **benefits** will not apply.

Eligibility

Each eligible person as described in the Declarations, who is registered with **us**, and for whom a premium is paid, shall become an **insured** on the **effective date**.

Cancellation and Termination

Neither **we** nor the **policyholder** will cancel this policy during the term defined in the Declarations except for fraud or for the failure to pay premium due. **We** will give **you** ten (10) days notice of cancellation for nonpayment of premium and forty-five (45) days notice of cancellation for any other reason.

If the **named insured** ends employment or membership in the group to which this policy is issued (except upon the **named insured's** death), or the policy is canceled by the **policyholder**, **your** coverage will cease at the end of the term for which premium has been paid.

Waiver of Premium

Upon the death of the **named insured**, coverage for the surviving spouse and the **insured** dependents continues under the policy for one year, and **we** waive further premium payments during this time. Coverage shall terminate prior to the end of the one year period if the **policyholder** cancel the policy during that time frame, in such case, coverage shall cease as of the date the **policyholder** cancels the policy.

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

Conversion

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

Coordination of Benefits

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

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

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

Payment Limitations

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

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

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

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

You must give **us** all information **we** request with respect to the circumstances of an **insured event** or **service** provided. **We** have the right to withhold **benefits** if the requested information is not provided to **us**.

Fraud or Abuse

We do not provide **benefits** for **you** if **you** have intentionally concealed or misrepresented any material fact or circumstance or have made false statements or engaged in fraudulent conduct relating to **your** insurance. **We** may discontinue **your** benefits if **we** deem that **you** are exhibiting hostile or abusive behavior towards **us**, **our** employees and/or **Network Attorneys**.

Subrogation

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

Relation of the Parties

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

Grievances

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

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

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** involving class actions, punitive damages, **personal injury**, malpractice, court appeals or **judgments**.
4. **Legal services** deemed by **us** to be frivolous or lacking merit, or in legal matters where **you** wish to take action against a party, regardless of whether the matter proceeds to **you** filing a lawsuit against the other party, and the amount **we** pay for **your legal services** exceeds the **amount in dispute**, or in **our** reasonable belief **you** are not actively and reasonably pursuing resolution in **your** case.

GEORGIA AMENDATORY ENDORSEMENT

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

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

Coordination of Benefits

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

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

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



SERVICE PLAN

Whitfield County Schools Legal Expense Service Plan

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

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

TERMS AND CONDITIONS

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

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

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

We reserve the right to terminate this service plan under the following conditions:

- (1) If an associated insurance policy is terminated for any reason;
- (2) If you fail to pay a Network Attorney the amounts due for a matter covered under this service plan; or
- (3) If you have intentionally concealed or misrepresented any material fact or circumstance, made false statements, or engaged in fraudulent conduct relating to your membership or the plan.

SERVICES

TELEPHONE LEGAL ACCESS SERVICES

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

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

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

You will receive:

- Toll-free telephone advice on how the law relates to your personal legal matter and which action may be taken.
- Follow-up correspondence and telephone calls to third parties related to your personal legal matter.
- Specific document preparation and document review.
- You will receive legal assistance from the Telephone Legal Access Law Firm for the preparation or review of a Standard Will or Codicils.

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

REDUCED FEE LEGAL SERVICES

If your legal matter is not fully covered under your insurance policy and is not listed under the “Exclusions” in your Service Plan, you are eligible to work with a Network Attorney and receive a reduced fee that will be at least 25% off the attorney’s normal rate. The initial consultation for each legal matter will be provided at no cost. If you retained the services of the Network Attorney prior to the effective date of your legal insurance membership, the reduced fee benefit is not available. Payment of attorney fees is handled directly between the plan member and the Network Attorney. Access to a Network Attorney is subject to availability. You are encouraged to contact ARAG to determine proximity to a Network Attorney within legal practice areas.

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

For Telephone Advice, if your matter cannot be resolved over the phone and is not fully covered under your insurance policy and not excluded under the “Exclusions” in your Service Plan, you are eligible to work with a Network Attorney and receive a reduced fee that will be at least 25% off the attorney’s normal rate. Payment of attorney fees is handled directly between the plan member and the Network Attorney.

REDUCED CONTINGENCY FEES

If your legal matter is not covered under your insurance policy and is not listed under the "Exclusions" in your Service Plan, you are eligible to work with a Network Attorney for a legal matter the Network Attorney deems to be appropriately handled through the use of a contingency fee. The Network Attorney will represent you under a contingent fee arrangement where the contingent fee will not exceed 25% of the net recovery if successfully resolved before trial, or will not exceed 33% of the net recovery if successfully resolved 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, and
 - An Identity Theft Affidavit to help you report your identity theft to necessary parties.

IMMIGRATION

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

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

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

LEARNING CENTER

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

- Learn more about dealing with common legal and financial matters, like estate planning, identity theft and consumer protection.
- Understand how the legal insurance plan works and the coverages, services and resources it provides.

DIY DOCS®

Do-It-Yourself Legal Documents - Online access to 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 |

EXCLUSIONS

The plan services do not include:

1. Matters against us, the **named plan member** or the **plan sponsor**.

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