



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

**Important:**

For purposes of the Wake Forest University **certificate**, the **Policyholder** has defined eligible dependents to mean: Legal spouse and children until the date that they reach age 26 regardless of student or marital status.

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# **CERTIFICATE OF INSURANCE**

**Wake Forest University  
Legal Expense Insurance Plan**

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## DEFINITIONS

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

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

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

**"CONTESTED"** – an action in which one or more disputed material issues must be litigated, determined and resolved through court, mediation, arbitration, or administrative proceedings; or substantial negotiation of opposing position is required to resolve the action.

**"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, or domestic partner (who is registered with us) and/or eligible dependents as 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.

**"LEGAL DISPUTE"** – means a disagreement between **you** and any other party regarding **your** legal rights.

**"LEGAL SERVICES"** – time spent by an attorney and their office staff for **your** covered legal matters which does not include costs such as, but not limited to: filing fees, copy costs, mileage, title insurance, expert witnesses, mediator, home studies, transcriptionists, title search, and title abstracting.

**"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.

“**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.

“**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 without court intervention, mediation, arbitration, or substantial negotiation of opposing position.

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

“**YOU**” and “**YOUR**” – an **insured**.

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## IN-OFFICE LEGAL BENEFITS

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**We** will pay the attorney fees of the **Network Attorney** for covered **legal services** provided to **you** resulting from an **insured event** which occurs after **your effective date** and while **your Certificate of Insurance** is in effect for the legal matters listed below.

**You** can choose a **Non-Network Attorney** instead of a **Network Attorney**. If **you** choose a **Non-Network Attorney** for covered **legal services** provided to **you** resulting in an **insured event** which occurs after **your effective date** and while **your Certificate of Insurance** is in effect, **we** will reimburse **you** for the attorney fees for covered **legal services** up to the maximum amounts listed below.

Only matters expressly listed are covered **benefits** and are paid as indicated below.

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

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## HOW TO OBTAIN IN-OFFICE LEGAL SERVICES AND COURT REPRESENTATION

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

### **Network Attorney Services**

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

1. Call 800-247-4184 and a Customer Service Specialist will assist **you** by:

- Describing how the plan **benefits** work and what types of situations are covered.
- Providing **you** a listing of **Network Attorneys** specific to **your** need.
- Providing a Case Confirmation Number that outlines **your** coverage.

2. Visit **our** Web site at [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.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 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.

**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 [www.ARAGLegalCenter.com](http://www.ARAGLegalCenter.com).

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Uncontested Adoption</b>		
<b>Legal services</b> <sup>1</sup> in an <b>uncontested</b> adoption for an <b>insured</b> to become an adoptive parent(s).	PAID IN FULL	\$ 300*
<sup>1</sup> In international adoptions, where a foreign attorney is necessary, <b>you</b> are eligible to receive indemnity reimbursement in addition to the <b>benefits</b> available in the United States.		
<b>Contested Adoption</b>		
<b>Legal services</b> <sup>1</sup> in a <b>contested</b> adoption for an <b>insured</b> to become an adoptive parent(s).	PAID IN FULL	\$ 300*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

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

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Bankruptcy</b>		
<b>Legal services</b> for an <b>insured</b> up to and including filing of a Chapter 7 bankruptcy final report or confirmation of a Chapter 13 bankruptcy and including post-confirmation amendments.		
Chapter 7	PAID IN FULL	\$ 780*
Chapter 13	PAID IN FULL	\$ 1,020*
<b>Uncontested Guardianship/Conservatorship</b>		
<b>Legal services</b> in an <b>uncontested</b> Guardianship/Conservatorship for an <b>insured</b> to appoint or be appointed as a Guardian/Conservator.		
	PAID IN FULL	\$ 300*
<b>Contested Guardianship/Conservatorship</b>		
<b>Legal services</b> in a <b>contested</b> Guardianship/Conservatorship for an <b>insured</b> to appoint or be appointed as a Guardian/Conservator.		
	PAID IN FULL	\$ 540*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Building Codes</b>		
<b>Legal services</b> for an <b>insured</b> in an administrative action for permit or code violations relating to the renovation and/ or improvement of <b>your</b> existing <b>primary residence</b> .		
	PAID IN FULL	\$ 360*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Defense of Civil Damage Claims</b>		
<b>Legal services</b> for an <b>insured</b> in defense against civil damage(s) claims, except claims involving the ownership or use of a motorized vehicle or claims which are covered by other insurance.		
	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Consumer Protection</b>		
<b>Legal services</b> for an <b>insured</b> as a plaintiff or defendant regarding written, verbal or implied contracts or warranties relating to consumer <b>goods</b> or <b>services</b> and/or residential contractor disputes.	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Defense of Debt Collection</b>		
<b>Legal services</b> for an <b>insured</b> as the defendant in a legal action related to consumer <b>goods</b> or <b>services</b> .	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Uncontested Divorce</b>		
<b>Legal services</b> for the <b>named insured</b> in an <b>uncontested</b> divorce, a legal separation and/or an annulment of marriage.	PAID IN FULL	\$ 480*
<b>Contested Divorce - 10 hours</b>		
<b>Legal services</b> for the <b>named insured</b> in a <b>contested</b> divorce, a legal separation and/or an annulment of marriage.	PAID IN FULL (up to 10 hours per <b>insured event</b> )	\$ 540*
<b>Document Preparation and Review</b>		
<b>Legal services</b> for an <b>insured</b> for the preparation and review of Deeds, Mortgages, Promissory Notes, Affidavits, Lease Contracts, Demand Letters, and Installment Contracts.	PAID IN FULL	\$ 50 per document
<b>Protection from Domestic Violence</b>		
<b>Legal services</b> for the <b>named insured</b> to obtain a protective order related to domestic violence.	PAID IN FULL	\$ 300*
<b>Legal services</b> for an <b>insured</b> to obtain a protective order related to domestic violence when the opposing party is not an <b>insured</b> under the same <b>Certificate</b> .	PAID IN FULL	\$ 300*

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Driving Privilege Protection (excluding DWI-related)</b>		
<b>Legal services</b> for an <b>insured</b> in the defense of a traffic offense where conviction of the offense will directly result in the suspension or revocation of <b>your</b> driving privileges. (Does not include driving while impaired or under the influence of drugs or alcohol or a related offense.)	PAID IN FULL	\$ 360*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Driving Privilege Restoration (excluding DWI-related)</b>		
<b>Legal services</b> for an <b>insured</b> in an administrative proceeding for the restoration of suspended or revoked driving privileges of an <b>insured</b> . (Does not include driving while impaired or under the influence of drugs or alcohol or a related offense.)	PAID IN FULL	\$ 240*
<b>Easement</b>		
<b>Legal services</b> for an <b>insured</b> in an administrative action regarding an easement on <b>your primary residence</b> .	PAID IN FULL	\$ 360*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Estate Administration &amp; Estate Closing - 9 hours</b>		
<b>Legal services</b> for an <b>insured</b> in administering an estate where <b>you</b> have been named the executor.	PAID IN FULL (up to 9 hours per <b>insured event</b> )	\$ 540*
<b>Foreclosure</b>		
<b>Legal services</b> for an <b>insured</b> regarding foreclosure matters related to <b>your primary residence</b> .	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***



	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<b>Defense of Garnishment</b>		
<b>Legal services</b> for an <b>insured</b> in a legal action for a garnishment against <b>you</b> to collect a judgment related to <b>goods</b> or <b>services</b> .	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
(Exclusion #3 as it relates to post judgment is waived for this <b>benefit</b> .)		
<b>Habeas Corpus Proceedings</b>		
<b>Legal services</b> for an <b>insured</b> in habeas corpus proceedings.	PAID IN FULL	\$ 300*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Mental Incompetency or Infirmity Proceedings</b>		
<b>Legal services</b> for an <b>insured</b> in defense of mental incompetency or infirmity proceedings.	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>IRS Collection Defense</b>		
<b>Legal services</b> for an <b>insured</b> in defense against collection actions by the Internal Revenue Service (IRS) related to errors on <b>your</b> personal tax return where the initial written notice is received after <b>your effective date</b> and while <b>your Certificate</b> is in effect.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>IRS Audit Protection</b> <b>Legal services</b> for an <b>insured</b> involving Internal Revenue Service (IRS) audits related to <b>your</b> personal tax return where the initial written notice is received after <b>your effective date</b> and while <b>your Certificate</b> is in effect.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Juvenile Court</b> <b>Legal services</b> for an <b>insured</b> child charged with a crime (except those involving traffic matters) when the court proceedings are held in juvenile court. If the matter is removed from juvenile court, coverage under this <b>benefit</b> will cease as of the date of the removal.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Minor Traffic (excluding DWI-related)</b> <b>Legal services</b> for an <b>insured</b> in the defense of a traffic offense, the conviction of which would not result in suspension or revocation of <b>your</b> driving privilege. (Does not include driving while impaired or under the influence of drugs or alcohol, parking, and any non-moving offense.) <b>(THIS BENEFIT IS LIMITED TO 1 USAGE PER FAMILY PER CERTIFICATE YEAR)</b>	PAID IN FULL	\$ 180*
<b>Name Change</b> <b>Legal services</b> for an <b>insured</b> to legally change his/her name.	PAID IN FULL	\$ 240*
<b>Neighbor Disputes</b> <b>Legal services</b> for an <b>insured</b> with a neighbor as a plaintiff or defendant in a dispute related to <b>your primary residence</b> , including boundary or property title disputes.	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Neighbor Disputes - Secondary Residence</b>		
<b>Legal services</b> for an <b>insured</b> in a dispute with a neighbor as a plaintiff or defendant related to <b>your</b> secondary residence, including boundary or property disputes.	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Parental Responsibilities</b>		
<b>Legal services</b> for an <b>insured</b> in juvenile court proceedings (except those involving traffic matters) where a state has brought an action regarding <b>your</b> parental responsibilities for an <b>insured</b> child.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Personal Property Protection</b>		
<b>Legal services</b> for an <b>insured</b> as a plaintiff or defendant regarding contracts or obligations for the transfer of <b>your personal property</b> or <b>your personal property</b> rights.	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Prenuptial Agreements</b>		
<b>Legal services</b> for an <b>insured</b> for the preparation of a premarital or anti-nuptial agreement.	PAID IN FULL	\$ 300*
<b>Refinancing - Primary Residence</b>		
Advice and review of relevant documents regarding <b>refinancing</b> of the <b>named insured's primary residence</b> .	PAID IN FULL	\$ 120*
<b>Purchase/Sale of Secondary Residence</b>		
<b>Legal services</b> for an <b>insured</b> for the purchase or sale of <b>your</b> secondary residence for the review and preparation of documents including the contract for purchase or sale and attendance at closing.	PAID IN FULL	\$ 360*

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Purchase of Real Estate</b>		
<b>Legal services</b> for an <b>insured</b> for the purchase of <b>your primary residence</b> for the review and preparation of documents including contract for purchase and attendance at closing.	PAID IN FULL	\$ 360*
<b>Real Estate Disputes</b>		
<b>Legal services</b> for an <b>insured</b> as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase, or sale of <b>your primary residence</b> .	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Real Estate Disputes - Secondary Residence</b>		
<b>Legal services</b> for an <b>insured</b> as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of <b>your secondary residence</b> .	PAID IN FULL	\$ 600*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Sale of Real Estate</b>		
<b>Legal services</b> for an <b>insured</b> for the sale of <b>your primary residence</b> for the review and preparation of documents including the contract for sale and attendance at closing.	PAID IN FULL	\$ 360*
<b>School Administrative Hearings</b>		
<b>Legal services</b> for an <b>insured</b> in an administrative public or private formal school proceeding related to primary and secondary education regarding disabilities, special education and student policy violations.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Small Claims Court</b>		
<b>Legal services</b> for an <b>insured</b> to obtain advice and counseling to bring a claim in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 120*
<b>Legal services</b> for an <b>insured</b> to defend an action in Small Claims Court (or similar court of limited civil jurisdiction) including representation in court where allowed by law.	PAID IN FULL	\$ 240*
(Exclusion #3 as it relates specifically to small claims matters does not apply to this benefit.)		
<b>Social Security/Veterans/Medicare</b>		
<b>Legal services</b> for an <b>insured</b> in an administrative proceeding arising out of Social Security, Veterans, Medicare or Medicaid benefits.	PAID IN FULL	\$ 480*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
<b>Tenant Matters</b>		
<b>Legal services</b> for an <b>insured</b> as a plaintiff or defendant with <b>your</b> landlord as tenant of <b>your primary residence</b> , including but not limited to, eviction and security deposit disputes.	PAID IN FULL	\$ 240*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	<b>Network Attorney</b>	<b>Non-Network Attorney (Indemnity Benefit)</b>
<b>Wills &amp; Durable Power of Attorney</b> Individual will or husband and wife will(s). (Does not include any tax planning services done in connection with the will.)	PAID IN FULL	\$ 150
Codicil (an amendment to a will)	PAID IN FULL	\$ 40 single document \$ 60 spousal documents
Living Will / Health Care Directive	PAID IN FULL	\$ 35 single document \$ 50 spousal documents
Durable / Financial Power of Attorney	PAID IN FULL	\$ 35 single document \$ 50 spousal documents
<b>Zoning and Variances</b> <b>Legal services</b> for an <b>insured</b> in an administrative action related to a zoning change, variance, or an eminent domain proceeding involving <b>your primary residence</b> .	PAID IN FULL	\$ 360*
<b>Trial</b> for three (3) days or less	PAID IN FULL	\$ 1,200**
<b>Trial</b> starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

\* **Non-Network Attorney Indemnity Benefits** are \$60 per hour up to the stated amount

\*\* **Trial Indemnity Benefits** are (\$200 per 1/2 day of **Trial** time) up to the stated amount

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

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## CONDITIONS

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### **Policy Period and Territory**

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

Any **insured event** which occurs prior to the **effective date** of an **insured** will be considered excluded and no **benefits** will apply.

## Eligibility

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

## Cancellation and Termination

**We** will not cancel this policy if it has been in effect for more than sixty (60) days, except for the following reasons:

1. Nonpayment of premium in accordance with the policy terms;
2. An act or omission by the **insured** or his representative that constitutes material misrepresentation or nondisclosure of a material fact in obtaining the policy, continuing the policy, or presenting a claim under the policy;
3. Increased hazard or material change in the risk assumed that could not have been reasonably contemplated by the parties at the time of assumption of the risk;
4. Substantial breach of contractual duties, conditions, or warranties that materially affects the insurability of the risk;
5. A fraudulent act against the company by the **insured** or his representative that materially affects the insurability of the risk;
6. Willful failure by the **insured** or his representative to institute reasonable loss control measures that materially affect the insurability of the risk after written notice by **us**;
7. Loss of facultative reinsurance, or loss of or substantial changes in applicable reinsurance as provided in G.S. 58-41-30;
8. Conviction of the **insured** of a crime arising out of acts that materially affect the insurability of the risk;
9. A determination by the Commissioner that the continuation of the policy would place **us** in violation of the laws of this State; or
10. The **named insured** fails to meet the requirements contained in **our** corporate charter, articles of incorporation, or bylaws, when **we** are a company organized for the sole purpose of providing members of an organization with insurance coverage in this State.

**We** will give the **policyholder** fifteen (15) days written notice of cancellation for nonpayment of premium and forty-five (45) days written notice of cancellation for any other reason. If the basis for cancellation is nonpayment of premium **you** may continue the coverage and avoid the effect of the cancellation by payment in full at any time prior to the **effective date** of cancellation.

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

## Waiver of Premium

Upon the death of the **named insured**, coverage for the surviving spouse or domestic partner and the **insured** dependents continues for the remainder of the current **Certificate Year**. **We** waive further premium payments during this time.

Should a **named insured** be called to active duty 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 or domestic partner 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 twenty (120) 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**.

## Concealment or Fraud

**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.

## 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.

## Grievances

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



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

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## EXCLUSIONS

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**We** do not provide coverage for:

1. Matters against **us**, the **policyholder** or an **insured** against the interests of the **named insured** under the same **Certificate**.
2. **Legal services** arising out of a business interest, investment interests, employment matters, **your** role as an officer or director of an organization, and patents or copyrights.
3. **Legal services** in class actions, post judgments, punitive damages, malpractice, appeals, small claims court or equivalent court in **your** state.
4. **Legal services** deemed by **us** to be frivolous or lacking merit, or in actions where **you** are the plaintiff and the amount **we** pay for **your legal services** exceeds the amount in dispute, or in **our** reasonable belief **you** are not actively and reasonably pursuing resolution in **your** case.



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# **SERVICE PLAN**

**Wake Forest University  
Legal Expense Service Plan**

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**ARAG Services, LLC, 400 Locust, Suite 480, Des Moines, Iowa 50309  
800-247-4184 ARAGlegal.com**

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

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## **TERMS AND CONDITIONS**

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This plan may be amended or changed at any time at renewal upon prior written notice by us.

We may, at any time during the term of this plan, increase the amounts payable provided any such increase does not affect the amount of the service fee for the term then in effect.

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

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

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## SERVICES

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### **TELEPHONE LEGAL ACCESS SERVICES**

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

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

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

You will receive:

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

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

Specific document preparation and document review.

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

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

**REDUCED FEE LEGAL SERVICES**

If your legal matter is not fully covered under your insurance policy and is not listed under the “Exclusions” in your Service Plan, you are eligible to work with a Reduced Fee 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 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.

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 Reduced Fee 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 Reduced Fee Network Attorney.

**REDUCED CONTINGENCY FEES**

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

**FINANCIAL EDUCATION AND COUNSELING SERVICES**

This service provides you toll-free telephone access to Financial Counselors. Financial Counselors who can address your questions and offer guidance on a variety of money management matters, as well as provide instructions on how to use the program's financial tools.

Financial information and services include:

- |  |                                       |
|--|---------------------------------------|
| General financial planning counseling sessions | Insurance                             |
| Cash and debt management                       | IRAs and 401(k)s                      |
| Savings and budgeting                          | Federal tax information and education |
| Asset allocation                               | Mortgage education                    |
| Credit reports                                 | Investments and Risks                 |

You can also visit a financial education website which provides educational resources to help you establish a plan for reaching your goals, such as a down payment on a house, reduction of debt or college funding for a child. This website includes interactive financial tools and an online reference library that can be used to create a personalized money management plan. Financial Counselors are also available for guidance on implementing your personal action items.

## **IDENTITY THEFT SERVICES**

A service that gives you access to:

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

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

**Identity Theft Materials**, including:

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

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

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

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

## **IMMIGRATION**

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

Legal advice and consultation

Immigration processes and guidelines.

Filing and processing of applications and petitions.

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

Deportation and removal proceedings.

Document review of any immigration forms

Document preparation of affidavits and powers of attorney

Preparation for immigration hearings

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

## **LAW GUIDE**

**Law Guide** – An extensive library of easy-to-understand legal articles to help you research your legal situation.

Provides overviews of general areas of law including, but not limited to, estate planning, consumer matters and family law.

Gives specific information on legal issues including, but not limited to, wills, divorces and child custody matters.

## **DIY DOCS®**

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

Automobiles  
Caregiving  
Estate Administration

Marriage  
Real Estate  
Finances

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

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

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

Financial Power of Attorney  
Health Care Power of Attorney

Living Will  
Standard Will

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## **EXCLUSIONS**

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The plan services do not include:

1. services for matters against us, the plan sponsor and/or your employer.
2. matters arising out of your profession, business interests, occupation, employment, workers or unemployment compensation, relocation required by an employer, patents or copyrights.
3. legal representation deemed by the providing attorney to be lacking merit, or representation that is, in the judgment of the providing attorney, in violation of attorney ethics rules.
4. services for the benefit of a person other than you.

**Telephone Legal Advice and Consultation services are excluded for:**

1. matters which require, in your and/or the Telephone Attorney's opinion, your personal presence in a firm's office or your direct and personal representation by another attorney or accountant.
2. immigration assistance services unless those services are specifically listed in your service agreement.
3. services for a person other than the Named Plan Member against the interests of another plan member.
4. matters outside the jurisdiction of the United States of America.