



Group Legal Expense Agreement

Important:

For purposes of the Dr Pepper Snapple Group **certificate**, the **Plan Sponsor** has defined eligible dependents to mean: Spouse or both same and opposite sex domestic partner and children until the end of the month that they reach age 26 regardless of student or marital status.

CERTIFICATE OF COVERAGE

**Dr Pepper Snapple Group
Legal Expense Plan**

IMPORTANT NOTICE

To obtain information or make a complaint:

1. **You** may contact ARAG Services, LLC at (515) 246-1200
2. **You** may call ARAG Services, LLC's toll-free number
1-800-247-4184
3. **You** may write to:
ARAG Services, LLC
400 Locust St., Suite 480
Des Moines, Iowa 50309
4. Legal service contract companies and their sales representatives are regulated by the Texas Department of Licensing and Regulation.
5. **You** may call the Texas Department of Licensing and Regulation's toll-free number
1-800-803-9202
6. **You** may write to:
Texas Department of Licensing and Regulation
P.O. Box 12157
Austin, TX 78711

Or via e-mail at CS.Legal.Service.Contracts@license.state.tx.us

7. PLAN FEE OR CLAIM DISPUTES: Should **you** have a dispute concerning **your** plan fees or about a claim **you** should contact ARAG Services, LLC first. If the dispute is not resolved, **you** may contact the Texas Department of Licensing and Regulation.

DEFINITIONS

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

"CERTIFICATE OF COVERAGE" or **"CERTIFICATE"** – the document provided by **us** to the **named plan member** that describes the **benefits** and terms of the agreement.

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

"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 **plan sponsor** enrolls the **named plan member** and from which date the plan fees have 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 **plan member** up to the **benefit** amount indicated under the specific coverage. The **plan member** is responsible for all **legal services** which may exceed the amount paid by **us**.

"PLAN MEMBER" – as dictated by plan fees paid and as indicated by coverages listed in the **"Benefits"** section, the **named plan member** only or the **named plan member** and the **named plan member's** spouse, or domestic partner (who is registered with us) and/or eligible dependents as defined by mutual agreement between the **plan sponsor** and **us**.

"COVERED EVENT" – an event covered by this agreement 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 PLAN MEMBER" – a person enrolled via the **plan sponsor** with **us** as entitled to coverage under the terms of this agreement.

"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 agreement.

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

“**PLAN SPONSOR**” – 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 Services, LLC.

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

IN-OFFICE LEGAL BENEFITS

We will pay the attorney fees of the **Network Attorney** for covered **legal services** provided to **you** resulting from a **covered event** which occurs after **your effective date** and while **your Certificate of Coverage** 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 a **covered event** which occurs after **your effective date** and while **your Certificate of Coverage** 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 plan member** purchased only individual coverage, **legal services** rendered to persons other than the **named plan member** 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 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.

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Uncontested Adoption		
Legal services ¹ in an uncontested adoption for a plan member to become an adoptive parent(s).	PAID IN FULL	\$ 300*
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.		
Contested Adoption		
Legal services ¹ in a contested adoption for a plan member to become an adoptive parent(s).	PAID IN FULL	\$ 300*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

¹In 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.

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Bankruptcy		
Legal services for a plan member 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*
Uncontested Guardianship/Conservatorship		
Legal services in an uncontested Guardianship/Conservatorship for a plan member to appoint or be appointed as a Guardian/Conservator.	PAID IN FULL	\$ 300*
Contested Guardianship/Conservatorship		
Legal services in a contested Guardianship/Conservatorship for a plan member to appoint or be appointed as a Guardian/Conservator.	PAID IN FULL	\$ 540*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Building Codes		
Legal services for a plan member in an administrative action for permit or code violations relating to the renovation and/ or improvement of your existing primary residence .	PAID IN FULL	\$ 360*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Defense of Civil Damage Claims		
Legal services for a plan member 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*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
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 plan member as a plaintiff or defendant regarding written, verbal or implied contracts or warranties relating to consumer goods or services and/or residential contractor disputes.	PAID IN FULL	\$ 600*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Defense of Debt Collection		
Legal services for a plan member as the defendant in a legal action related to consumer goods or services .	PAID IN FULL	\$ 600*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Document Preparation and Review		
Legal services for a plan member for the preparation and review of Deeds, Mortgages, Promissory Notes, Affidavits, Lease Contracts, Demand Letters, and Installment Contracts.	PAID IN FULL	\$ 50 per document
Protection from Domestic Violence		
Legal services for the named plan member to obtain a protective order related to domestic violence.	PAID IN FULL	\$ 300*
Legal services for a plan member to obtain a protective order related to domestic violence when the opposing party is not a plan member under the same Certificate .	PAID IN FULL	\$ 300*

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

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Defense of Garnishment		
Legal services for a plan member in a legal action for a garnishment against you to collect a judgment related to goods or services .	PAID IN FULL	\$ 600*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
(Exclusion #3 as it relates to post judgment is waived for this benefit .)		
Habeas Corpus Proceedings		
Legal services for a plan member in habeas corpus proceedings.	PAID IN FULL	\$ 300*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Mental Incompetency or Infirmary Proceedings		
Legal services for a plan member in defense of mental incompetency or infirmity proceedings.	PAID IN FULL	\$ 600*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
IRS Collection Defense		
Legal services for a plan member 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 and while your Certificate is in effect.	PAID IN FULL	\$ 480*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

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

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

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Purchase of Real Estate		
Legal services for a plan member 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	\$ 360*
Real Estate Disputes		
Legal services for a plan member as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase, or sale of your primary residence .	PAID IN FULL	\$ 600*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Real Estate Disputes - Secondary Residence		
Legal services for a plan member as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of your secondary residence .	PAID IN FULL	\$ 600*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Sale of Real Estate		
Legal services for a plan member 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	\$ 360*
School Administrative Hearings		
Legal services for a plan member 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*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
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 plan member to obtain advice and counseling to bring a claim in Small Claims Court (or similar court of limited civil jurisdiction).	PAID IN FULL	\$ 120*
Legal services for a plan member 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.)		
Social Security/Veterans/Medicare		
Legal services for a plan member in an administrative proceeding arising out of Social Security, Veterans, Medicare or Medicaid benefits.	PAID IN FULL	\$ 480*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***
Tenant Matters		
Legal services for a plan member as a plaintiff or defendant with your landlord as tenant of your primary residence , including but not limited to, eviction and security deposit disputes.	PAID IN FULL	\$ 240*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial starting on day four (4) until completion	PAID IN FULL	\$ 100,000***

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Wills & Durable Power of Attorney		
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
Zoning and Variances		
Legal services for a plan member in an administrative action related to a zoning change, variance, or an eminent domain proceeding involving your primary residence .	PAID IN FULL	\$ 360*
Trial for three (3) days or less	PAID IN FULL	\$ 1,200**
Trial 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

Telephone Legal Access Services

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

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

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

Coverage

You will receive:

Attorney Fees

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

PAID IN FULL

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

PAID IN FULL

Specific document preparation and document review.

PAID IN FULL

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

PAID IN FULL

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

Telephone Legal Access Services cannot be provided for:

matters which, in the opinion of the **Telephone Legal Access Law Firm**, may not ethically or appropriately be handled over the telephone.

matters which require, in **your** and/or the **Telephone Legal Access Law Firm's** opinion, **your** personal presence in an attorney's office or **your** direct and personal representation by another attorney.

matters for which **you** have already received advice from another attorney.

matters outside the jurisdiction of the United States of America.

CONDITIONS

Agreement Period and Territory

This agreement applies to **covered events** which occur worldwide while **your Certificate of Coverage** is in effect. If a **covered event** occurs outside the United States **indemnity benefits** apply.

Any **covered event** which occurs prior to the **effective date** of a **plan member** will be considered excluded and no **benefits** will apply.

Eligibility

Each person who satisfies the eligibility requirements specified in the Declarations, for whom the **plan sponsor** completes registration with the Company, and for whom it agrees to pay the required plan payments, shall become a **plan member** on the first day of the calendar month following the date of completion of that person's registration with the Company by the **plan sponsor**.

New employees or new members as the case may be, in the groups or classes eligible for such coverage, may be added to such groups or classes.

Grace Period

Except for **your** first plan payment, **we** will allow a grace period of thirty-one (31) days after the plan payment due date to pay the plan payment due. The plan payment due date is the first day of the month in which the participant(s) **benefits** became effective.

Cancellation and Termination

Neither **we** nor the **plan sponsor** will cancel this agreement during the term defined in the Declarations except for fraud or for the failure to pay plan fees due. **We** will give **you** ten (10) days written notice of cancellation listing the **effective date** and reason for cancellation.

If the **named plan member** ends employment or membership in the group to which this agreement is issued (except upon the **named plan member's** death), or the agreement is canceled by the **plan sponsor**, **your** coverage will cease at the end of the term for which plan fees have been paid.

Waiver of Plan Fees

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

Should a **named plan member** 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 **plan member's** dependents will continue, without the payment of plan fees, for the length of the **named plan member's** absence and for so long as the **named plan member** remains eligible for **benefits** through the **plan sponsor**.

Conversion

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

Other Legal Representation

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 agreement 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 agreement.

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 **covered 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 a **covered 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** legal plan.

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 **plan sponsor**. **We** and the **plan sponsor** 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** agreement limits.

Grievances

If **you** have a problem with a **Network Attorney** in the handling of a legal matter covered under this plan, contact **us** for assistance in resolving **your** issue. If **you** are not satisfied with the final resolution of any grievance or complaint then **you** can contact the Texas Department of Licensing and Regulation using the contact information provided in this agreement.

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 **plan sponsor** or a **plan member** against the interests of the **named plan member** 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.

SUPPLEMENTAL BENEFITS

REDUCED FEE LEGAL SERVICES

If **your** legal matter is not fully covered under **your** legal expense agreement and is not listed under “Exclusions”, **you** are eligible to work with a **Network Attorney** and receive a reduced fee that will be at least 25% off the attorney’s normal hourly rate. Payment of attorney fees is handled directly between the **plan member** and the **Network Attorney**. Access to a **Network Attorney** is subject to availability. **You** are encouraged to contact ARAG to determine proximity to a **Network Attorney** within legal practice areas.

For matters that include a cap on the number of hours ARAG will pay a **Network Attorney**, and where **your** legal matter will exceed the cap set, the **Network Attorney** will bill **you** directly at reduced rates of at least 25% off his or her normal rates for the remaining hours. **You** pay the attorney directly.

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

REDUCED CONTINGENCY FEES

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.

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

SUPPLEMENTAL BENEFITS EXCLUSIONS

The supplemental benefits 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.