# **UltimateAdvisor Plus™**



Policyholder:

WAKE FOREST UNIVERSITY HUMAN RESOURCES 2598 REYNOLDA ROAD WINSTON SALEM, NC 27106

**POLICY 10780-001** 

07/01/2017 - 06/30/2018

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

# Important:

For purposes of the Wake Forest University policy, 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.

Policy Number: <u>10780-001</u>

# ARAG INSURANCE COMPANY 400 Locust St., Suite 480 Des Moines, Iowa 50309 GROUP LEGAL EXPENSE INSURANCE POLICY DECLARATIONS

1.	Name of <b>Policyholder</b> , Address
	WAKE FOREST UNIVERSITY
	HUMAN RESOURCES
	2598 REYNOLDA ROAD
	WINSTON SALEM NC 27106

# 2. Policy Period

The term of this Policy shall be from <u>July 1, 2017</u> to <u>June 30, 2018</u> Standard Time at the address of **Policyholder** 

# 3. Premium

\$17.98 monthly Composite rate per Named Insured and eligible dependents

# 4. Eligible Persons

All full-time and part-time employees working 20 hours or more per week.

PULADOPT1 03/12 Uncontested Adoption

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# Continued

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Countersignature (if required)

#### **DEFINITIONS**

- "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.

#### ARAG INSURANCE COMPANY

#### **AGREEMENT**

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

You can choose a **Network Attorney** or **Non-Network Attorney** for **legal services** provided to **you** resulting from an **insured event** which occurs after **your effective date** and while **your Certificate of Insurance** is in effect. **We** will pay **benefits** for **legal services** up to the maximum amount listed in the **benefits** section of this policy.

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

#### **EXCLUSIONS**

We do not provide coverage for:

- 1. Matters against **us**, the **policyholder** or an **insured** against the interests of the **named insured** under the same **Certificate**.
- 2. **Legal services** arising out of a business interest, investment interests, employment matters, **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.

#### **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 **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;
- 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;

- 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.

#### **Adjustment of Premium**

Adjustment of premium based upon termination or addition of **insureds** shall be calculated by **us**. Payments or refunds shall be due on the first day of the following calendar month.

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

Any terms of this policy which are in conflict with the state where issued are amended to conform to the statutes.

#### **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.

#### Non-Assessable Policy

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

This policy is signed at Des Moines, Iowa on behalf of ARAG Insurance Company by **our** President and Secretary. It is countersigned by **our** authorized agent (if required).

Ann Cosimano Secretary David R. Murray President

and R Menay

# **Uncontested Adoption**

See Policy "Agreement" Section

**Network Attorney Non-Network Attorney Benefits INDEMNITY Benefits COVERAGE Uncontested Adoption** PAID IN FULL \$ 300\* Legal services<sup>1</sup> in an uncontested adoption for an **insured** to become an adoptive parent(s). <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.

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

This agreement forms a part of Policy Number <u>10780-001</u> issued to <u>Wake Forest University</u> and is effective <u>July 01, 2017</u>.

By ARAG Insurance Company of Des Moines, Iowa

and R Muray

Ву

# **Contested Adoption**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Contested Adoption		
<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*
Trial 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>&</sup>lt;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.

- \* 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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By ARAG Insurance Company of Des Moines, Iowa

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# Bankruptcy

See Policy "Agreement" Section

COVERAGE

Benefits

Non-Network Attorney INDEMNITY Benefits

Bankruptcy

Legal services for an insured 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\*

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

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PAID IN FULL

\$ 1,020\*

By ARAG Insurance Company of Des Moines, Iowa

and R Muray

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Chapter 13

# Uncontested Guardianship/Conservatorship

See Policy "Agreement" Section

COVERAGE

Network Attorney
Benefits

Non-Network Attorney
INDEMNITY Benefits

Uncontested Guardianship/
Conservatorship

Legal services in an uncontested
Guardianship/Conservatorship for an insured to appoint or be appointed as a Guardian/Conservator.

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

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By ARAG Insurance Company of Des Moines, Iowa

and R Muray

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# Contested Guardianship/Conservatorship

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Contested Guardianship/ Conservatorship		
Legal services in a contested Guardianship/Conservatorship for an insured 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***

- \* 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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By ARAG Insurance Company of Des Moines, Iowa

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# **Building Codes**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Building Codes		
<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*
Trial 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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By ARAG Insurance Company of Des Moines, Iowa

and R Muray

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# Caregiving Services - Annual Check Up

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Caregiving Services - Annual Check Up		
Legal services for you and your parent/ grandparent to meet with an attorney on an annual basis. This annual meeting is to discuss the legal needs of your parent/grandparent and discuss any changes in their situation and potential legal implications.	PAID IN FULL	\$ 60*

This **benefit** is limited to one usage per family per **certificate year**.

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

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By ARAG Insurance Company of Des Moines, Iowa

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# Child Support Enforcement - 8 hours

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Child Support Enforcement - 8 hours		
<b>Legal services</b> for an <b>insured</b> for a motion brought by <b>you</b> to enforce a final decree for child support.	PAID IN FULL (up to 8 hours per insured event)	\$ 480*

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

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By ARAG Insurance Company of Des Moines, Iowa

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# Defense of Civil Damage Claims

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Defense of Civil Damage Claims		
<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*
Trial 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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By ARAG Insurance Company of Des Moines, Iowa

and R Muray

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# **Consumer Protection**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Consumer Protection		
<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*
Trial 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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By ARAG Insurance Company of Des Moines, Iowa

and R Muray

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# Criminal Misdemeanor Defense

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Criminal Misdemeanor Defense		
Legal services for an insured in the defense against criminal misdemeanor charges, except those involving motorized vehicles and domestic violence charges. If the charge is escalated to a felony, coverage will cease as of the date of the escalation. If a felony charge is reduced or pled down to a misdemeanor no coverage applies.	PAID IN FULL	\$ 480*
Trial 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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By ARAG Insurance Company of Des Moines, Iowa

and R Meny

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# **Defense of Debt Collection**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Defense of Debt Collection		
<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*
Trial 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
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# **Uncontested Divorce**

See Policy "Agreement" Section

COVERAGE

Network Attorney
Benefits

Non-Network Attorney
INDEMNITY Benefits

Uncontested Divorce

Legal services for the named insured
in an uncontested divorce, a legal
separation and/or an annulment of
marriage.

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

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By ARAG Insurance Company of Des Moines, Iowa

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# Contested Divorce - 15 hours

See Policy "Agreement" Section

COVERAGE

Benefits

Non-Network Attorney
INDEMNITY Benefits

Contested Divorce - 15 hours

Legal services for the named insured in a contested divorce, a legal separation and/or an annulment of marriage.

Non-Network Attorney
INDEMNITY Benefits

PAID IN FULL
(up to 15 hours per insured event)

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

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By ARAG Insurance Company of Des Moines, Iowa

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# **Document Preparation and Review**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Document Preparation and Review		
Legal services for an insured for the preparation and review of Deeds, Mortgages, Promissory Notes, Affidavits, Lease Contracts, Demand Letters, and Installment Contracts.	PAID IN FULL	\$ 50 per document

This agreement forms a part of Policy Number <u>10780-001</u> issued to <u>Wake Forest University</u> and is effective <u>July 01, 2017</u>.

By ARAG Insurance Company of Des Moines, Iowa

and R Muray

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# **Protection from Domestic Violence**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Protection from Domestic Violence		
<b>Legal services</b> for the <b>named insured</b> to obtain a protective order related to domestic violence.	PAID IN FULL	\$ 300*
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	\$ 300*

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

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By ARAG Insurance Company of Des Moines, Iowa

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# Driving Privilege Protection (excluding DWI-related)

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
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 or a related offense.)	PAID IN FULL	\$ 360*
Trial 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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By ARAG Insurance Company of Des Moines, Iowa

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# Driving Privilege Restoration (excluding DWI-related)

See Policy "Agreement" Section

**Network Attorney Non-Network Attorney Benefits INDEMNITY Benefits COVERAGE Driving Privilege Restoration (excluding DWI-related**) PAID IN FULL \$ 240\* 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 or a related offense.)

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

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By ARAG Insurance Company of Des Moines, Iowa

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# Easement

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Easement		
<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*
Trial 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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# Estate Administration & Estate Closing - 9 hours

See Policy "Agreement" Section

COVERAGE

Benefits

Non-Network Attorney
INDEMNITY Benefits

Estate Administration & Estate Closing 9 hours

Legal services for an insured in administering an estate where you have been named the executor.

PAID IN FULL \$540\*

(up to 9 hours per insured event)

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By ARAG Insurance Company of Des Moines, Iowa

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

# **Foreclosure**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
<u>Foreclosure</u>		
<b>Legal services</b> for an <b>insured</b> regarding foreclosure matters related to <b>your primary residence</b> .	PAID IN FULL	\$ 600*
Trial 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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By ARAG Insurance Company of Des Moines, Iowa

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# Defense of Garnishment

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Defense of Garnishment		
<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*
Trial 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 **benefit**.)

- \* 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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# Habeas Corpus Proceedings

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Habeas Corpus Proceedings		
<b>Legal services</b> for an <b>insured</b> in habeas corpus proceedings.	PAID IN FULL	\$ 300*
Trial 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
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# Mental Incompetency or Infirmity Proceedings

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Mental Incompetency or Infirmity Proceedings		
<b>Legal services</b> for an <b>insured</b> in defense of mental incompetency or infirmity proceedings.	PAID IN FULL	\$ 600*
Trial 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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# IRS Collection Defense

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
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 and while your Certificate is in effect.	PAID IN FULL	\$ 480*
Trial 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
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# IRS Audit Protection

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
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 and while your Certificate is in effect.	PAID IN FULL	\$ 480*
Trial 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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# Juvenile Court

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Juvenile Court		
Legal services for an insured 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**
<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
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## Minor Traffic - Broad (excluding DWI-related)

See Policy "Agreement" Section

**Network Attorney Non-Network Attorney Benefits INDEMNITY Benefits COVERAGE** Minor Traffic - Broad (excluding DWIrelated) Legal services for an insured in the PAID IN FULL \$ 180\* 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 or any non-moving offense.)

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

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By ARAG Insurance Company of Des Moines, Iowa

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# Name Change

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Name Change		
<b>Legal services</b> for an <b>insured</b> to legally change his/her name.	PAID IN FULL	\$ 240*

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

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# **Neighbor Disputes**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Neighbor Disputes		
<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*
Trial 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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# Neighbor Disputes - Secondary Residence

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Neighbor Disputes - Secondary Residence		
<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*
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

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## General In Office Services - 4 hours

See Policy "Agreement" Section

COVERAGE

Benefits

Non-Network Attorney
INDEMNITY Benefits

General In Office Services - 4 hours

General in office legal services from the date the attorney is retained. (THIS
BENEFIT IS LIMITED TO 4 HOURS PER
FAMILY PER CERTIFICATE YEAR.)

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

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# Parental Responsibilities

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Parental Responsibilities		
<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*
Trial 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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# **Personal Property Protection**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Personal Property Protection		
Legal services for an insured as a plaintiff or defendant regarding contracts or obligations for the transfer of your personal property or your personal property rights.	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***

- \* 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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## Post Decree Defense - 8 hours

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Post Decree Defense - 8 hours		
<b>Legal services</b> for an <b>insured</b> for a motion brought against <b>you</b> to modify a final decree for child support, child custody, child visitation, or alimony.	PAID IN FULL (up to 8 hours per insured event)	\$ 480*

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

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## Post Decree Enforcement - 8 hours

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Post Decree Enforcement - 8 hours		
<b>Legal services</b> for an <b>insured</b> for a motion brought by or against <b>you</b> to enforce a final decree for child custody, child visitation, or alimony.	PAID IN FULL (up to 8 hours per insured event)	\$ 480*

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

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# **Prenuptial Agreements**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Prenuptial Agreements		
<b>Legal services</b> for an <b>insured</b> for the preparation of a premarital or anti-nuptial agreement.	PAID IN FULL	\$ 300*

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

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By ARAG Insurance Company of Des Moines, Iowa

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# Refinancing - Primary Residence

See Policy "Agreement" Section

COVERAGE

Refinancing - Primary Residence

Advice and review of relevant documents regarding refinancing of the named insured's primary residence.

Network Attorney INDEMNITY Benefits

PAID IN FULL \$ 120\*

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

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# Purchase/Sale of Secondary Residence

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
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	\$ 360*

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

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## Purchase of Real Estate

See Policy "Agreement" Section

COVERAGE

Network Attorney
Benefits

Non-Network Attorney
INDEMNITY Benefits

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.

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

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## Real Estate Disputes

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Real Estate Disputes		
Legal services for an insured as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase, or sale of your primary residence.	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***

- \* 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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# Real Estate Disputes - Secondary Residence

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Real Estate Disputes - Secondary Residence		
Legal services for an insured as a plaintiff or defendant in a dispute regarding contracts or obligations for the construction, purchase or sale of your secondary residence.	PAID IN FULL	\$ 600*
Trial 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
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## Sale of Real Estate

See Policy "Agreement" Section

COVERAGE

Benefits

Non-Network Attorney
INDEMNITY Benefits

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.

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

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# School Administrative Hearings

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
School Administrative Hearings		
Legal services for an insured 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***

- \* 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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## Small Claims Court

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Small Claims Court		
<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 <b>benefit</b> .)		

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

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# Social Security/Veterans/Medicare

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Social Security/Veterans/Medicare		
<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*
Trial 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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## **Tenant Matters**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Tenant Matters		
<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*
Trial 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
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## Irrevocable Trusts

See Policy "Agreement" Section

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

This agreement forms a part of Policy Number <u>10780-001</u> issued to <u>Wake Forest University</u> and is effective <u>July 01, 2017</u>.

By ARAG Insurance Company of Des Moines, Iowa

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# Revocable Living Trusts

See Policy "Agreement" Section

COVERAGE

Network Attorney
Benefits

Non-Network Attorney
INDEMNITY Benefits

Revocable Living Trusts

Legal services for an insured for the preparation of a stand-alone revocable living trust.

\$ 180\*

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

This agreement forms a part of Policy Number <u>10780-001</u> issued to <u>Wake Forest University</u> and is effective <u>July 01, 2017</u>.

By ARAG Insurance Company of Des Moines, Iowa

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# Wills & Durable Power of Attorney

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
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

This agreement forms a part of Policy Number <u>10780-001</u> issued to <u>Wake Forest University</u> and is effective <u>July 01, 2017</u>.

By ARAG Insurance Company of Des Moines, Iowa

and R Muray

Ву

# **Zoning and Variances**

See Policy "Agreement" Section

COVERAGE	Network Attorney Benefits	Non-Network Attorney INDEMNITY Benefits
Zoning and Variances		
Legal services for an insured 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**
<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

This agreement forms a part of Policy Number <u>10780-001</u> issued to <u>Wake Forest University</u> and is effective <u>July 01, 2017</u>.

By ARAG Insurance Company of Des Moines, Iowa

and R Muray

Ву

## ARAG Services, LLC 400 Locust St., Suite 480 Des Moines, Iowa 50309-

## **SERVICE PLAN**

 Name of Plan Sponsor, Address WAKE FOREST UNIVERSITY HUMAN RESOURCES 2598 REYNOLDA ROAD WINSTON SALEM, NC 27106

## 2. Service Period

The term of this Plan shall be from  $\underline{\text{July 01, 2017}}$  to  $\underline{\text{June 30, 2018}}$  Standard Time at the address of Plan Sponsor.

## 3. Price

\$5.02 monthly Composite rate per Named Plan Member and eligible dependents

# 4. <u>Services Provided</u>

As per attached

#### **SERVICE PLAN**

for

## Wake Forest University

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 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.

#### 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 CONTIGENCY 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 PROTECTION**

A service that gives you access to:

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

#### Identity Theft Materials, including:

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

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

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

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

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

**Full-Service Identity Restoration**: Certified Identity Theft Restoration Specialist provide full-service identity restoration services, including specialized limited Power of Attorney to work on your behalf to restore your identity.

**Lost Wallet Services**: Certified Identity Theft Restoration Specialist assist you in canceling and reissuing personal documents such as credit cards, driver's license, Social Security Cards, etc. - due to lost or stolen wallet or identity documents.

**Identity Theft Insurance**: Should you become a victim of identity theft, Identity Theft Insurance provides coverage up to \$1 million for expenses associated with restoring your identity. (Eligibility, coverage, limitations and exclusions are governed by a separate Master Policy. Please see the Identity Theft Plan Summary for details.)

In order to use the following services, you will need to log in and establish an online monitoring account.

**Single-Bureau Credit Monitoring**: Services designated to track and immediately inform you of any activities or changes to your credit - including loan applications, credit card activations, delinquencies, etc.

**Internet Surveillance**: Services that monitor thousands of websites and millions of online data points and will alert you if your personal information is being traded and/or sold.

**Child Monitoring**: Services that enable parents or guardians to protect minor's information from identity theft by registering and tracking their data. Social Security Number trace monitoring which will detect the creation of a credit file in a minor's name.

#### **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 Marriage
Caregiving Real Estate
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
Health Care Power of Attorney

Living Will Standard Will

## **CAREGIVING SERVICES - ADVICE**

Telephone access for you to obtain legal advice and consultation on how the law relates to your parents/ grandparents legal matter and which actions may be taken.

#### **CAREGIVING SERVICES**

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

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

Answer your eldercare-related questions, assess eldercare need and help you develop a care plan.

Send you a **customized information guide** that contains lists of assisted living facilities, nursing homes or home health care agencies - including comparative quality-of-care ratings and reports on thousands of facilities and agencies - along with helpful eldercare information.

Give you access to the nation's most comprehensive eldercare database with more than 90,000 long term care providers.

Conduct searches to determine the availability and rates of assisted living facilities, nursing homes, home health care agencies and adult care providers. Advocate will negotiate discounts when available.

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

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

#### **EXCLUSIONS**

The plan services do not include:

- 1. services for matters against us, the plan sponsor and/or your employer.
- 2. matters arising out of your profession, business interests, occupation, employment, workers or unemployment compensation, relocation required by an employer, patents or copyrights.
- 3. 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.

This plan is effective <u>July 01, 2017</u> and shall continue in effect for one year. Thereafter, the plan shall be automatically renewed for additional one year terms unless terminated by the plan administrator or plan sponsor upon thirty (30) days' prior written notice to the other party.

ARAG Services, LLC

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David R. Murray President

# ARAG INSURANCE COMPANY Privacy Statement

#### To ARAG Policyholders...

ARAG Insurance Company values you as a customer and respects your right of privacy. We want to assure you that we have taken steps and will continue to take steps to maintain and safeguard your information. This privacy policy summarizes and describes our efforts to meet this objective. In this notice you will discover what information we collect, how we use it, and how we protect it from unauthorized access.

#### Security

ARAG recognizes the importance of respecting the privacy of our policyholders and applicants. We have established physical, electronic and procedural protections to ensure that your personal information is kept confidential in accordance with this privacy policy. We want to assure you that any information that we gather is used strictly to affect, administer, or enforce a transaction requested or authorized by you. Furthermore, we also restrict access to your personal information within our organization to those employees who need the information to service your account.

#### **Information We Collect**

We collect personal information about you and all policyholders from the following sources:

Information you gave us or your agent when submitting an application for one or more policies of insurance:

Information from subsidiary companies of ARAG Insurance Company;

Depending on the product requested and in order to verify your information and properly underwrite your request, we may obtain information from consumer reporting agencies (including credit information), medical providers, and/or others.

## **How We Use your Information**

We use your information within ARAG Insurance Company for the following reasons:

To protect you. The information we maintain about you and your policies of insurance help identify you and help protect against unauthorized access to your information.

To provide service. Your information helps us respond to your inquiries more efficiently.

To improve and develop our products and services. Every policy we offer is designed to protect you and/ or your property. The information we gather is analyzed and processed in order to provide you with a superior product at a reasonable price.

## **Information We Disclose**

When we disclose your information to companies outside our group, we do so only for specific purposes as permitted by law. Accordingly, when we disclose information, we require companies to which we disclose your information to maintain and protect its confidentiality. We may disclose information to the following types of outside companies or entities:

Independent contractors, such as technical system consultants, who program our software or maintain our systems to help us administer our products for you.

Governmental or quasi-governmental entities, such as state insurance departments, guaranty funds or rate advisory organizations.

Companies whom we have retained to provide services on our behalf or companies we have retained to administer your policy or account.

Some insurers release personal information to non-affiliated third parties that provide marketing support for products and services other than those offered by that insurer. ARAG does not. If we change our policy, we will give you a supplemental notice with instructions on how you may opt out of this information sharing.

#### Questions?

We value you as a customer and policyholder. If you have any concerns about our privacy policy, your agent will provide you access to your personal information that we possess or can reasonably retrieve. However, before your agent can satisfy your request you must provide a signed and notarized request indicating all policy numbers for which you want information.

This Privacy Statement describes our privacy practices for both current and former policyholders. We will provide one copy of this notice to joint policy or contract holders; please share this information with everyone covered by your policy.