
CERTIFICATE OF INSURANCE

School Board of Miami Dade County Legal Expense Insurance Plan

Definitions

“*Policyholder*” – means the organization named in the Declaration

“*Named Insured*” - a person registered by the *policyholder* with *us* as entitled to coverage under the terms of the policy

“*Insured*” – the *named insured* and the eligible dependents. A dependent for plan purposes shall be the lawful spouse (a spouse shall remain such until a final decree of divorce or similar order under applicable state law has been entered) or domestic partner (who is registered with *us*) and each unmarried child through the end of the year in which the child reaches age nineteen (19)(or 25 if a full-time student) and who in accordance with Section 152 of the Internal Revenue Code receives over half his/her support from the *named insured*, or any unmarried child of any age who, because of a mental or physical handicap, is incapable of self-support and fully dependent on the *named insured* for support

“*Network Attorney*” – means an attorney with whom *we* have contracted to perform covered legal services in the United States for *you*

“*Non- Network Attorney*” - means an attorney, who is not a *Network Attorney*, chosen by *you* to perform any legal service covered under the *indemnity benefits* of this policy

“*We*”, “*Us*”, and “*Our*” - ARAG Insurance Company

“*You*” and “*Your*” - an *insured*

“*Indemnity Benefits*” - means covered legal services for which *attorney fees* are paid directly to the *insured* up to a stated amount. The *insured* is responsible for all *attorney fees* which may exceed the amount paid by *us*

“*Certificate Year*” – twelve month periods measured from the *insured’s* effective date.

“*Effective Date*” - the date on which the *policyholder* enrolls the *named insured* and from which date premium has been paid for *you*

“*Waiting Period*” – the time period measured from *your effective date*, before coverage is activated or benefits are available.

“*Attorney Fee*” - means the amount charged by an attorney for his/her time spent providing covered legal services

“*Uncontested*” - action wherein all matters are settled without court intervention, mediation, arbitration or negotiation of material issues

“*Contested*” - means *you* are not able to reach a settlement before the complaint/petition is filed in court and a contradicting answer is filed by the defendant

“*Trial*” - means the proceeding in court when the parties try their case beginning with the impaneling of a jury in a jury *trial* and with the opening statements of the parties in a non-jury *trial*; *trial* does not include appearances on motions, pre-*trial* conferences, or appearances and continuance by the court

“*Paid-in-full Benefits*” - means covered legal services specified in the “Benefits” section, which are provided by a *Network Attorney*, who has agreed to accept *our* payment of *attorney fees* as complete payment

“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

How to Obtain In-Office Legal Services and Court Representation

You may choose a *Network* 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:

- Call 800-247-4184 and have a list faxed to you
- Visit our Web site at www.aragroup.com and search using the Attorney Finder
- Call 800-247-4184 and a Customer Service Representative will read a list to you

Simply call an attorney for an appointment. When *you* call, identify yourself as a member of *your* group's legal plan. The attorney may call ARAG® Group to confirm *your* coverage and then proceed with 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* schedule. Instructions for submitting a claim are printed on the back of the claim form. For a form, call 800-247-4184. Or you can download a form from our Web site at www.aragroup.com.

In-Office Legal Benefits

We will pay the *attorney fees* of the *Network Attorney* for covered legal services provided to *you* resulting from an *insured event* in the legal matters listed below.

You can choose a *Non-Network Attorney* instead of a *Network Attorney*. If *you* choose a *Non-Network Attorney*, we will reimburse *you* for the *attorney fee* up to the following amounts for covered legal services.

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

If the *named insured* purchased only individual coverage, legal services rendered to others than the *named insured* are not covered under the plan.

Limitations of Use

When using a *network attorney* of *your* choice, reimbursement is made according to the “Benefit Page” for that coverage. Coverages are indemnified at a per hour rate up to a scheduled maximums when using the *non-network attorney* of *your* choice. The preventative legal service coverage has a 2 hour maximum per family per six-month period and is non-cumulative. *You* may choose either a *network attorney* and receive the *paid in full* benefit or a *non-network attorney* and receive the *indemnity* benefit.

A matter claimed under one coverage, may not be claimed under another in order to increase the benefit.

Covered legal fees shall not exceed the actual charge for the services performed.

The continuation of a matter from one *certificate year* to another shall not increase the benefit.

Benefits

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
<p>Consumer Protection Legal action required for the enforcement of written or implied warranties or promises relative to the lease or purchase of goods or services.</p>	<i>Paid-in-full</i>	\$ 2,200**
<p>Personal Non-Business Bankruptcy or Wage-Earner Plan Representation in a personal non-business bankruptcy or wage-earner plan proceedings</p>	<i>Paid-in-full</i>	\$ 420*
<p>Dissolution of Marriage Legal services rendered to the <i>named insured</i> in a divorce, legal separation and/or annulment of marriage</p>		
<i>Uncontested</i>	<i>Paid-in-full</i>	\$ 600*
<i>Contested</i>	10 hours <i>Paid-in-full Network Attorney</i> will bill additional hours to the <i>named insured</i> at \$ 70 per hour	\$ 600*
<p>Spousal Dissolution of Marriage Legal representation of the <i>named insured's</i> spouse in a dissolution or legal separation. The <i>named insured</i> must elect family coverage. The spouse must be represented by an attorney other than the attorney representing the <i>named insured</i>. This is an <i>indemnity</i> only benefit.</p>	\$ 300*	\$ 300*
<p>Family Law Decrees Legal defense against a motion to modify a final divorce decree, annulment, or separate maintenance decree.</p>	<i>Paid-in-full</i>	\$ 360*
<p>Court Adoption Proceedings Legal services rendered to the <i>named insured</i> and/or his/her <i>insured</i> spouse in court adoption proceedings to become adoptive parent(s).</p>	<i>Paid-in-full</i>	\$ 350*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Insanity or Infirmary Proceedings Legal representation in insanity or infirmity proceedings in which the <i>insured</i> is an interested party.	<i>Paid-in-full</i>	\$ 2,200**
Name Change Name Change proceedings, including initial advice prior to representation.	<i>Paid-in-full</i>	\$ 240*
Juvenile Court Proceedings Except involving traffic matters		
Legal defense of insured child in juvenile delinquency proceedings except those involving a motor vehicle.	<i>Paid-in-full</i>	\$2080**
Habeas Corpus Proceedings Legal representation in habeas corpus proceedings.	<i>Paid-in-full</i>	\$ 300*
Driving While Intoxicated Legal defense against the charge of driving while intoxicated.	<i>Paid-in-full</i>	\$ 2080**
Criminal Misdemeanor Defense Legal defense against criminal misdemeanor charges, except those involving motorized vehicles.	<i>Paid-in-full</i>	\$ 2080**
Driving Privilege Protection Legal defense against traffic misdemeanor charges which could directly result in suspension or revocation of <i>your</i> driving privilege.	<i>Paid-in-full</i>	\$ 2,080**
Defense of Felony Charges Legal defense against felony charges alleged to have arisen out of a single occurrence, including all hearings or appearances before any court or any authority or agency of Federal, State or Local government, in which the named insured is the defendant.	<i>Paid-in-full</i>	\$ 2,500*
Will(s) & Durable Power of Attorney		
Standard Will Individual standard will or husband and wife standard will(s) which include(s) testamentary support trust provisions for dependent children and the powers of attorney that are required and prepared at the same time as will(s).	<i>Paid-in-full</i>	\$ 100 \$ 125 Husband and Wife
Complex Will Complex Wills – Individual will or husband and wife will(s) which include testamentary trust provisions beyond support trusts for dependent children. Only six hours of a <i>network attorney's</i> services are covered in regard to preparation of wills with trusts. Preparation of a living trust is not covered under this benefit.	<i>Paid-in-full</i>	\$ 240*
Codicil	<i>Paid-in-full</i>	\$ 60*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Living Will	<i>Paid-in-full</i>	\$ 60*
Durable Power of Attorney	<i>Paid-in-full</i>	\$ 60*
Property Transfers		
Sale of <i>named insured's</i> primary residence: review of documents, preparation of final contract for sale and attendance at final mortgage closing. Only one sale transaction per <i>certificate year</i> is covered whether or not the transaction is completed.	<i>Paid-in-full</i>	\$ 360*
Purchase of <i>named insured's</i> primary residence: review of documents, preparation of final contract for purchase and attendance at final mortgage closing. Only one purchase transaction per <i>certificate year</i> is covered whether or not the transaction is completed.	<i>Paid-in-full</i>	\$ 360*
Refinance of real estate is limited to one hour per <i>certificate year</i> .	<i>Paid-in-full</i> One (1) hour	\$ 60*
Administrative Hearings		
Legal disputes in administrative proceedings. This does not include disputes involving <i>your</i> employer.	<i>Paid-in-full</i>	\$ 1,200*
Uncontested Guardianship/Conservatorship		
Legal services rendered to <i>you</i> in <i>uncontested</i> court proceedings for appointing a guardian or conservator.	<i>Paid-in-full</i>	\$ 300*
IRS Audit Protection		
Legal services involving Internal Revenue Service (IRS) Audits for which you receive written notice while <i>your</i> Certificate of Insurance is in effect and which relate to your personal tax return. Professional services may be provided by any licensed public accountant, CPA, or attorney.		
Advice, consultation and negotiation	\$ 420*	\$ 420*
Representation at IRS Audit	\$ 900*	\$ 900*
IRS Collection Defense		
Legal defense against collection actions by the Internal Revenue Service (IRS).		
Legal services prior to trial and court representation at trial as a defendant.	\$ 5,000*	\$ 5,000*
General in Office Services		
Legal advice, negotiation, document preparation and review (except those legal matters which are specifically excluded or otherwise covered. This benefit is limited to 2 hours per family every six months.	<i>Paid-in-full</i> up to 2 hours	\$ 120*

	Network Attorney	Non-Network Attorney (Indemnity Benefit)
Major Trial Representation at <i>trial</i> beginning on the 4 th day of <i>trial</i> (\$200 per ½ day of trial time) in covered court proceedings for which <i>indemnity</i> benefits are being provided.	<i>Paid-in-full</i>	\$ 5,000***

* *Non-Network Attorney* coverage is \$60 per hour up to the stated amount

** *Trial Indemnity Benefits* of \$1,600 for up to three days of *trial* time are included in this amount (\$200 per 1/2 day for *trial* time)

*** Major *trial* is paid at the rate of \$200 per 1/2 day of *trial* time

Telephone Legal Services

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

Coverage

You will receive:

- | | <u>Attorney Fees</u> |
|--|----------------------|
| • Toll-free telephone advice on how the law relates to <i>your</i> personal legal matter and which action may be taken | <i>Paid-in-full</i> |
| • Follow-up correspondence and telephone calls to third parties related to <i>your</i> personal legal matter | <i>Paid-in-full</i> |

Limitations of Use

- 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 outside the jurisdiction of the United States of America or Canada

Waiver of Exclusions

Telephone Legal Services may be obtained from a *Telephone Legal Access Law Firm* for matters listed under Exclusions 8,9,10 in this Certificate.

Conditions

Relation of the Parties

You have the unrestricted right to choose an attorney. We have no obligation to recommend counsel. Any fee agreement with a *network* attorney for covered services is *our* sole responsibility. The attorney is solely responsible to *you* for all legal services provided. 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.

The attorney shall maintain the attorney-client relationship with *you*. Information from *your* legal records incidental to the attorney-client relationship is to be kept confidential, except when necessary for the administration of the policy.

You must give *us* all information *we* request with respect to the circumstances of a covered matter as soon as practicable. *We* have the right to withhold benefits if the requested information is not provided to *us*.

Policy Period and Territory

This policy provides for payment of covered legal fees in the United States and Canada which arise out of events occurring there. Coverage is provided for legal actions instituted and legal advice or services initially sought during the policy period and while *your* certificate is in effect. It is not necessary that the actual event out of which the legal action arises takes place during that period of time. *We* will pay for covered legal fees even though the policy may expire or *you* leave the *policyholder* group before the matter is concluded. The suit must be filed and the attorney initially employed during the policy period.

Eligibility

Each eligible person as shown 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

Neither *we* nor the *policyholder* will cancel this policy during the term defined in the Declarations, except for fraud or the failure to pay premium due. *We* will give *you* 30 days notice of cancellation for non-payment of premium and 45 days notice of cancellation for any other reason. *Your* coverage will cease, except upon the *named insured's* death, at the end of the month in which:

1. the *named insured* ends employment or membership in the group to which this policy is issued
OR
2. this policy is canceled by the *policyholder* or *us*

Upon the death of the *named insured*, coverage for the surviving spouse and the *insured* dependents will cease at the end of the year after the *effective date* or after the last renewal date of this Certificate of Insurance.

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.

Our Right to Recover Payment

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

Conversion

You may continue to receive legal insurance by converting to the [Core Ultimate Plan] 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 31 days of this disqualifying event to make arrangements for premium payment.

Other Legal Expense Coverage

If there is other similar legal expense coverage which provides benefits for the same matter, *we* will pay those amounts not covered by other legal expense plans. This is subject to *our* policy limits.

Payment Limitations

Benefits will not be increased when *you* have more than one covered matter in one court case, or when covered and non-covered legal services are provided in one court case.

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.

Grievances

If *you* have a problem with a *Network Attorney* in the handling of a legal matter covered under this insurance policy, and *you* and the attorney cannot resolve it, a written grievance is required. We will provide *you* with a form and information about filing the grievance with *us*.

We shall provide alternative benefits if *you* are unable to find a *network attorney* willing to perform the services or if the attorney selected by *you* is disqualified or otherwise unable to perform the services. Any disputes *you* have concerning *your* grounds for requesting an alternative benefit will be submitted to an impartial arbitrator whose decision will be binding on both parties.

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

Notice of Claim, Proof of Expense Incurred and Payment of Claim – Indemnity Plan

You or *your* representative must give written notice to *us* not fore than sixty (60) days after *you* consult an attorney under a covered benefit. A claim form and itemized billing are required within on hundred twenty (120) days after legal fees are incurred and for which *you* seek payment.

Exclusions

We do not provide coverage for:

1. Any action, proceeding or dispute between *you* and *your* employer, the *policyholder* or any other party to the plan, the *policyholder's* insurance carrier or its labor organizations, *us* or *our* agents, or any other party when such coverage is prohibited by law.
2. Any matter arising out of *your* occupation, profession, investment interests, or business interest, workers' and unemployment compensation, relocation required by an employer, patent or copyrights
3. Class actions, interventions, amicus curiae filings, judgments or court appeal proceedings.
4. Real estate refinancing, title search, title insurance, title abstracting, filing fees, reporters' fees, court costs, and other miscellaneous costs.
5. Probate
6. Legal services for the benefit of a person other than *you* or legal services for other than the *named insured* against the interests of another *insured* under the same Certificate including guardian ad litem fees.
7. Legal representation deemed by *us* to be lacking merit or representation that is, in the judgment of the providing attorney, in violation of attorney ethics rules.
8. Preparing, completing or filing a federal, state or local tax return.
9. Court representation in any court action which is or can be brought in Small Claims Court or in a similar court of limited jurisdiction.
10. Legal services which are eligible to be paid by another party, allowed to be paid by law, involving punitive damage(s) claims or other matters normally handled by contingency fee.
11. Matters related to structural damage to dwellings, appurtenances and paved surfaces.