
CERTIFICATE OF INSURANCE

**School Board of Miami Dade County
Legal Expense Insurance Plan – SeniorAdvocate™**

Agreement

Your Telephone Legal Access Services number is 1-888-718-4793

Telephone Legal Access Services as defined below will be provided by a Telephone Legal Access Law Firm while your Certificate of Insurance is in effect.

Definitions

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

“You” and “Your” - an insured

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

“Insured” – the *named insured*, the *named insured’s* spouse and the parents and grandparents of the *named insured* or *named insured’s* spouse.

“Policyholder” - means the organization named in the Declaration

“Telephone Legal Access Services” - means the type of legal services which, within applicable standards of professional care and conduct, may be rendered by an attorney in one or more telephone conversations with a client regarding legal services listed under the Benefits section.

“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*.

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

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

“Personal Property” - means property, which is not real estate property and which does not produce income

“Senior Family Member” – Parents and grandparents of the *named insured* or *named insured’s* spouse. If the *named insured* is a retiree, the definition of *senior family member* will also include the *named insured*.

Benefits

<i>Telephone Legal Access Services</i>	<i>Attorney Fees</i>
a. Telephone Legal Advice and Follow-up Telephone Calls and Correspondence You will receive: <ul style="list-style-type: none">• Toll-free telephone advice on how the law relates to the legal matter of the <i>senior family member</i> and which action may be taken• Follow-up correspondence and telephone calls to third parties related to the legal matter of the <i>senior family member</i>	<i>Paid-in-full</i> <i>Paid-in-full</i>
b. Telephone Legal Assistance with Preparation of Documents You will receive assistance with the preparation or review of the following documents as they relate to the <i>senior family member</i> : <ul style="list-style-type: none">• Special Powers of Attorney and Revocation• Challenges to denial of credit• Bad check notices• Credit card inquiries• Promissory Notes and Affidavits related to the <i>senior family member's personal property</i>• Bills of sale related to the <i>senior family member's personal property</i>	<i>Paid-in-full</i>
c. Telephone Legal Review of Documents You will receive review of legal documents up to four (4) pages related to the legal matter of the <i>senior family member</i> , except those related to trusts or real estate property transfers	<i>Paid-in-full</i>

Limitations

Telephone Legal Services cannot be provided for matters:

1. which, in the opinion of the *Telephone Legal Access Law Firm*, may not ethically or appropriately be handled over the telephone
2. 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
3. outside the jurisdiction of the United States of America or Canada

Exclusions

The plan services do not include:

1. matters against *us* or the *policyholder*
2. matters arising out of *your* profession, business interests, occupation, employment, workers' or unemployment compensation, relocation required by an employer, patents or copyrights
3. any legal matters other than those related to the covered *senior family member*
4. legal services for other than the *named insured* against the interests of another *insured*

Conditions

Policy Period and Territory

This policy applies *Telephone Legal Access Services* provided within the United States while *your* Certificate of Insurance is in effect.

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

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* 10 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's* dependents will cease at the end of the year after the *effective date* or after the last renewal date of this Certificate of Insurance.

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 31 days of this disqualifying event to make arrangements for premium payment.

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.

Relation of the Parties

Any fee agreement with the *Telephone Legal Access Law Firm* for covered services is *our* sole responsibility. The *Telephone Legal Access Law Firm* 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 *Telephone Legal Access Law Firm* and *we* do not guarantee the skill of the *Telephone Legal Access Law Firm*.

All information about *your* legal matter is to be kept confidential, except as needed for the administration of this policy.

Upon *your* request made directly to *us*, *we* will arrange for an alternate attorney to provide *Telephone Legal Access Services* if the *Telephone Legal Access Firm* is prohibited by a conflict of interest or is otherwise unqualified, unable or unwilling to perform the *Telephone Legal Services* which *you* request.

You have the right to retain, at *your* own expense, any attorney authorized to practice law in *your* state for any uncovered matters.

Grievances

If *you* have a problem with the *Telephone Legal Access Law Firm* in the handling of a legal matter covered under this insurance policy, and *you* and the law firm cannot resolve it, a written grievance is required. *We* will provide *you* with a form and information about filing the grievance with *us*.

You have the right to file a complaint with the State Bar about the *Telephone Legal Access Law Firm* at any time.



SERVICE PLAN

School Board of Miami Dade County Legal Expense Service Plan

**ARAG[®] Services, LLC, 400 Locust, Suite 480, Des Moines, Iowa 50309
800-247-4184 • www.araggroup.com**

ARAG® Services, LLC as plan administrator, will provide the services described in this document (hereinafter referred to as the "plan") in compliance with all provisions herein in return for plan member's service fee. This "plan" incorporates any and all terms and provisions of the plan member's Certificate of Insurance.

TERMS AND CONDITIONS

This plan may be amended or changed at any time by written agreement between the plan sponsor and 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 or your Senior Family Member 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.

To access any of the services provided in the plan, please call 1-888-718-4793.

FINANCIAL EDUCATION AND COUNSELING SERVICES

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

Financial information and services include:

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

Your Senior Family Member can also visit a financial education website which provides educational resources to help them establish a plan for reaching their goals (such as retirement planning, reduction of debt or investment planning). 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 their personal action items.

REDUCED FEE LEGAL SERVICES

If your Senior Family Member's matter is not fully covered under your insurance policy and is not listed under the "Exclusions" in your Service Plan, your Senior Family Member is 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 your Senior Family 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 Senior Family Member's 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, your Senior Family Member is 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 your Senior Family Member and the Reduced Fee Network Attorney.

IDENTITY THEFT SERVICES

A service that gives your Senior Family Member 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,
 - An Identity Theft Affidavit to help you report your identity theft to necessary parties.

CAREGIVING SERVICES

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

- Answer you 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 rating 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 availability and rates of assisted living facilities, nursing homes, home health care agencies and adult day 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.

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 or your Senior Family Member's profession, business interests, occupation, employment, workers or unemployment compensation, relocation required by an employer, patents or copyrights;
3. services for a person other than the named plan member or Senior Family Member against the interests of another plan member; or
4. services for the benefit of a person other than you or your Senior Family Member.