



**Simplifying a  
complicated world.®**

# The ARAG® Legal Benefit Program

## LANS Benefit Program Summary Effective June 1, 2006

### **IMPORTANT**

This is a summary of highlights of the above-named Benefit Program, a component of the LANS Welfare Benefit Plan for Employees, ERISA Plan 501 and the LANS Welfare Benefit Plan for Retirees, ERISA Plan 502 (each a "Plan"). Receipt of this document and/or your participation in a Plan and any benefit programs under a Plan do not guarantee your employment or any rights or benefits under a Plan. LANS reserves the right to amend or terminate each Plan or any benefit program(s) under a Plan at any time. Each Plan and the benefit programs referred to in this summary are governed by a Federal law (known as ERISA), which provides rights and protections to Plan participants and beneficiaries.

For more information on LANS benefit programs, see the LANS Welfare Benefit Plan for Employees Summary Plan Description or the LANS Welfare Benefit Plan for Retirees Summary Plan Description, as applicable, available from the Los Alamos National Laboratory (LANL) Benefits Office at (877) 667-1806 or (505) 667-1806.

**ARAG<sup>®</sup>**

The ARAG<sup>®</sup> Legal Benefit Program

## The ARAG® Legal Benefit Program

This Benefit Program Summary describes the Benefits included in **The ARAG® Legal Benefit Program** including the available service and insurance Benefits. Final interpretation of any described Benefit is governed by the group insurance contract. The benefits described in this benefit program summary are available under the group insurance contract when you are an eligible Employee/Retiree and have elected to participate, and have retained your participation in accordance with the terms and conditions of the group insurance contract. This benefit program summary replaces any older benefit program summaries issued to you. Except when otherwise indicated by the context of this benefit program summary, any masculine terminology herein will also include the feminine, and the definitions of any terms in the singular also include the plural.

In addition to the information contained in this Benefit Program Summary, the LANS Welfare Benefit Plan for Employees Summary Plan Description and the LANS Welfare Benefit Plan for Retirees Summary Plan Description contain important information about your LANS welfare benefits. The Summary Plan Description ("SPD") applicable to you depends on whether you are an employee or a retiree. The SPD applicable to you is referred to in this Benefit Program Summary as your LANS SPD.

### **For additional information:**

#### ***For Employees:***

Los Alamos National Laboratory (LANL)  
LANL Benefits Office  
P.O. Box 1663, Mail Stop P280  
Los Alamos, NM 87544  
(877) 667-1806 or (505) 667-1806

**e-mail: [benefits@lanl.gov](mailto:benefits@lanl.gov)**

*LANL Benefits Website for Employees:*

**<http://int.lanl.gov/worklife/benefits/>**

#### ***For Retirees:***

Customer Care Center  
(866) 934-1200

**[www.ybr.com/benefits/lanl](http://www.ybr.com/benefits/lanl)**

*LANL Benefits Website for Retirees:*

**<http://www.lanl.gov/worklife/benefits/retirees/>**

# The ARAG® Legal Benefit Program

## Table of Contents

### ***Section I: LANS***

#### ***Eligibility, Enrollment, Termination and Plan Administration Provisions*** **Page 4**

- A. Eligibility
- B. Enrollment
- C. Termination of Coverage
- D. Plan Administration

### ***Section II: The ARAG® Legal Benefit Program***

#### **Page 6**

- A. Benefits under The ARAG Legal Benefit Program Consist of Three Parts
- B. Pre-existing Conditions
- C. Freedom of Choice of an Attorney
- D. Confidentiality
- E. Reimbursement of Legal Fees
- F. Eligible Charges
- G. Extension of Benefits
- H. Conversion

### ***Section III: Schedule of Benefits***

#### **Page 7**

- A. Benefits
- B. Exclusions and Limitations

### ***Section IV. Glossary***

#### **Page 17**

### ***Section V. Grievance Procedures***

#### **Page 19**

### ***Section VI. How To Use The ARAG Legal Benefit Program***

#### **Page 20**

- A. Customer Care
- B. Telephone Legal Services
- C. In-Office Services
- D. Filing your Claim
- E. Additional Services

### ***Section VII. Coordination of Benefits***

#### **Page 24**

# The ARAG® Legal Benefit Program

## Section 1

### **LANS, Eligibility, Enrollment, Termination and Plan Administration Provisions**

**Effective Date: June 1, 2006**

LANS establishes its own health and welfare plan eligibility, enrollment and termination criteria based on the LANS Welfare Benefit Plan for Employees and the LANS Welfare Benefit Plan for Retirees. Detailed information on eligibility, enrollment and termination criterias can be found in your LANS SPD.

#### **A. Eligibility**

The following individuals are eligible to enroll in this Plan.

##### **Subscriber**

###### ***Employee:***

You are eligible for participation if you meet the eligibility criteria as described in your LANS SPD.

###### ***Retiree:***

See your LANS SPD for eligibility information.

**A Survivor** – a deceased Employee's or Retiree's Family Member may be eligible to continue coverage as set forth in your LANS SPD.

##### **Eligible Dependents**

See your LANS SPD for eligibility information.

##### **No Dual Coverage**

Plan rules do not allow duplicate coverage. See your LANS SPD for more information.

##### **More Information**

For information on who qualifies and how to enroll, Employees should contact the LANL Benefits Office. Retirees should contact the Customer Care Center.

#### **B. Enrollment**

For information about enrolling yourself or an eligible Family Member, contact the LANS Benefits Office. If you are a Retiree, contact the Customer Care Center. Additional information can be found in your LANS SPD.

##### **During a Period of Initial Eligibility (PIE)**

Information can be found in your LANS SPD.

##### **Change in Coverage**

In order to change from single to adult plus child(ren) coverage, or two adult coverage, or family coverage, or to add another Child to existing family coverage, contact the LANL Benefits Office (or Customer Care Center if you are a Retiree).

#### **C. Termination of Coverage**

The termination of coverage provisions that are established in accordance with the LANS Plan described in your LANS SPD.

##### **De-enrollment Due to Loss of Eligible Status**

Information can be found in your LANS SPD.

##### **De-enrollment Due to Fraud**

Coverage for you or your Family Members may be terminated for fraud or deception in the use of the services of the Plan, or for knowingly permitting such fraud or deception by another. Such termination shall be effective upon the mailing of written notice to the Subscriber (and to LANS if notice is given by the Plan). A Family Member who commits fraud or deception will be permanently deenrolled while any other Family Member and the Subscriber will be deenrolled for 12 months. If a Subscriber commits fraud or deception, the Subscriber and any Family Members will be deenrolled for 12 months.

##### **Leave of Absence, Layoff or Retirement**

Contact LANL Benefits Office for information about continuing your coverage in the event of an authorized leave of absence, layoff or retirement.

**D. Plan Administration**

Please refer to your LANS SPD for Plan Administration information.

The Benefits and Investment Committee is the Plan Administrator.

Benefits and Investment Committee  
TA-3 Building 261  
2nd Floor  
Los Alamos, NM 87545

Mailing Address:

Benefits and Investment Committee  
P.O. 1663, Mail Stop P280  
Los Alamos, NM 87544

Claims under the Plan are processed by ARAG® at the following address and phone number:

ARAG  
P.O. Box 9171  
Des Moines, IA 50306-9171  
800-247-4184

Underwritten by GuideOne Specialty Mutual Insurance Company, West Des Moines, Iowa.

**Group Contract Number**

The Group Contract Number is: 14822

**Agent for Serving of Legal Process**

Legal process may be served on ARAG at:

CSC-Lawyers Incorporating Service  
2730 Gateway Oaks Drive  
Suite 100  
Sacramento, CA 95833

Also, see your LANS SPD for additional information on Agent for Service of Legal Process.

**Claims under the Plan**

To file a claim, refer to page 22 of this document. To appeal a denied claim, refer to page 19 of this document.

# The ARAG® Legal Benefit Program

## Section II

### The ARAG Legal Benefit Program

#### A. Benefits Under the ARAG Legal Benefit Program Consist of Three Parts

The person must be an Insured when each service is furnished.

##### Part I – Telephone Legal Services

This part of the plan provides services to Insureds through a Telephone Network Attorney. There is no Attorney Fee for these services.

The preventive legal services provided by the Telephone Network Attorney are those contained in the List of Benefits that involve the Insured's legal affairs, and are not services that involve a visit to an Attorney's office or are otherwise not covered. The services described will be provided to an Insured at the discretion of the Telephone Network Attorney. The Telephone Network Attorney will not charge an Insured for these services. Telephone Legal Services are not available for matters outside the jurisdiction of the United States, Canada, and Puerto Rico.

##### Part II – In-Office Legal Services

The ARAG Legal Benefit Program makes reimbursement for Attorney Fees for most covered In-Office Legal Services. For a detailed description of the In-Office Legal Services and what the Benefits are, see Section III.

There is a maximum reimbursement amount (see "List of Benefits"). Not all charges are eligible and some charges are eligible only to a limited extent.

There is also a Conversion Plan that may apply after a person ceases to be covered under The ARAG Legal Benefit Program (see conversion).

##### Part III – Additional Benefits

###### Online Legal Services

This part of the plan provides Insureds the opportunity to receive services over the Internet. There is no fee for these services.

###### Identity Theft Services

This part of the plan provides Insureds toll-free access to Identity Theft Case Managers who will provide information on how to prevent or resolve identity theft issues. These are services that do not involve an office visit. There is no fee for these services.

###### Reduced Fee Benefit for Non-Covered Matters

This part of the plan provides reduced fees of 25% off the Network Attorney's standard hourly fees, for services not covered in the in-Office Legal Services. Not all Network Attorneys participate on the reduced fee panel and those matters that are specifically excluded in the plan are not eligible for the reduced fees.

###### Reduced Contingency Fee

This part of the plan provides caps on the percentage of any settlement arrangements on contingency fee cases. Fees, for those Network Attorneys participating on this panel, are capped at 25% for initial trial/settlement and 30% for subsequent appeal proceedings.

#### B. Pre-existing Conditions

Any legal matter that occurs or is initiated prior to the effective date of an Insured will be considered excluded and no benefits will apply. ARAG® defines initiated as the date the infraction occurs or document is filed, when the attorney is employed, or when the first court or administrative action occurs.

#### C. Freedom of Choice of an Attorney

An Insured may choose any Attorney to provide In-Office Legal Services. Except for the provisions of the Benefits and the requirement of information for claim processing, neither ARAG nor LANS will interfere with the Insured's Attorney. The Attorney's obligation will be only with and to the Insured. If an insured chooses to use a non-Network Attorney the non-Network Attorney benefit schedule will apply.

#### D. Confidentiality

An Insured is assured full confidentiality with respect to calls and problems discussed with any Service Provider or Attorney with respect to claims submitted for In-Office Legal Services under The ARAG Legal Benefit Program.

## E. Reimbursement of Legal Fees

The Benefit amount payable for legal services furnished to an Insured is the amount of the eligible charges for those legal services, but not more than these limits.

- For Network Attorney Legal Services, see the limits determined from the Schedule of Benefits list of legal services in Section III.
- For Non-Network Attorney Legal Services, see the reimbursement amounts shown in the Schedule of Benefits in Section III.
- Only one Benefit shall be payable for all legal services arising out of a single cause of action or event resulting in the need for the legal services. ARAG will decide which Benefit shall be payable. The limitation of this paragraph does not apply to matrimonial matters.

If a court awards Attorney fees to an Insured in connection with covered Benefits, ARAG® may require the Insured to assign all rights of recovery of the legal fees to the extent of the payment that was made by them. If an assignment is sought, an Insured must cooperate with ARAG.

## F. Eligible Charges

A charge is an eligible charge if all these conditions are met:

- It is for a covered legal service furnished to an Insured while the plan is in effect;
- The service involves an Insured's personal legal matters and is contained in the List of Benefits; and
- The person is an Insured when the service is furnished.

## G. Extension of Benefits

If coverage for you or one of your covered dependents is terminated, your legal services coverage (except Telephone Legal Services) will be extended to cover legal services in progress prior to the date the coverage terminated until the services are completed.

## H. Conversion

The Named Insured may convert participation in an advisory plan administered by ARAG when he or she no longer qualifies as an employee/retiree of the policyholder or as a member of the group to which this insurance policy and group insurance contract were issued. The employee/retiree must notify ARAG within thirty-one (31) days of this disqualifying event to make arrangements for premium payment.

## Section III Schedule of Benefits

***Note: You must have family participation in order for your eligible dependents to utilize the List of Benefits.***

The List of Benefits applies to an Insured when the Schedule of Benefits specifically states that Benefit. It includes only Benefits included in the list. However, if the law of jurisdiction where the Benefit is furnished uses legal terms that differ from those in the list below, ARAG will determine the equivalent Benefit from the list below.

The benefit year is a 12-month period based on a calendar year. A Benefit may be furnished for more than one insured in a Family Unit with respect to the same event or cause of action resulting in the need for that Benefit. In that case, only one Benefit will be considered to have been furnished.

(NOTE: The limits in this list are the maximum amount ARAG will pay for covered services. A Network Attorney will charge no more than the limit shown for covered in-office, legal services. If a Non-Network Attorney is used for in-office covered Benefits, the amounts payable under that Benefit may be up to these limits.)



## Telephone Legal Services

	<b>Telephone Network Attorney</b>
<b>Telephone Legal Services</b> – Toll-free telephone advice on how the law relates to an Insured's personal legal matters and which actions may be taken.  Twenty-four (24) hour Emergency Assistance.	Paid-in-Full
<b><i>Follow-up Calls/Correspondence</i></b> Follow-up telephone calls and correspondence to third parties related to an Insured's personal legal matters.	Paid-in-Full
<b><i>Document Preparation</i></b> Receive assistance with the preparation of documents. <ol style="list-style-type: none"><li>1. Special powers of attorney and revocations</li><li>2. Childcare authorizations</li><li>3. Challenge to denial of credit</li><li>4. Bad check notice</li><li>5. Credit card inquiry</li><li>6. Promissory notes and affidavits related to their Personal Property</li><li>7. Bills of sale related to their Personal Property</li></ol>	Paid-in-Full
<b><i>Document Review</i></b> Receive legal services to review legal documents, up to four pages, related to an Insured's personal legal matter, except those related to trusts or real estate property transfers.	Paid-in-Full
<b><i>Standard Will and Telephone Legal Assistance</i></b> Preparation of a Standard Will package. <ol style="list-style-type: none"><li>1. Standard Will documents including testamentary support trusts for minor children</li><li>2. Durable powers of attorney</li><li>3. Health care powers of attorney and revocation</li><li>4. Living wills, advanced health care directives</li><li>5. Codicils</li></ol>	Paid-in-Full

# The ARAG® Legal Benefit Program

## In-Office Legal Services

	Network Attorney	Non-Network Attorney (\$70 per hour up to maximum scheduled benefit) <sup>1</sup>
<p><b>Attorney Office Work</b> – (Limited to eight (8) hours per benefit year per family unit)<sup>2</sup></p> <p>The legal services rendered as a result of an Insured’s personal visit for consultations; to review or prepare documents or any other legal services required for legal matters not listed as a covered benefit or exclusion under the plan.</p> <p>This attorney office work benefit may be used to supplement post dissolution matters as a result of a bifurcated dissolution and the “Estate Planning, Wills &amp; Trusts” benefit for more complicated trusts, but may not be applied to supplement benefits available under any other legal services covered by the plan.</p>	Paid-in-Full	\$560
<p><b>Habeas Corpus</b> – (Limited to one claim per item per benefit year per family unit.)</p> <p>The legal services required to produce a writ to bring a detained Insured before a judge and justify his/her detention</p>	Paid-in-Full	\$420
<p><b>Name Change</b> – (Limited to one claim per item per benefit year per family unit.)</p>	Paid-in-Full	\$280
<p><b>Personal Bankruptcy</b> – (Limited to one claim per item per benefit year per family unit.)</p>	Paid-in-Full	\$560

1. Named Insured and/or spouse personal bankruptcy

2. Wage Earner Plans – (Named Insured and/or spouse)

## In-Office Legal Services

	Network Attorney	Non-Network Attorney (\$70 per hour up to maximum scheduled benefit)
<p><b>Consumer Protection Actions</b> – (Limited to one claim per item per benefit year per family unit.)</p> <p>The legal services required for the enforcement of written or implied warranties or promises relative to the lease or purchase of goods or services except disputes over real estate construction matters, (e.g., a new home, remodeling of an existing home or an addition to an existing home). Any action brought in Small Claims Court is not covered.</p> <ol style="list-style-type: none"> <li>1. Up to and including pleading, preparation filing, and appearances on motions, preparation of answer, response and counterclaim</li> <li>2. Preparation (includes pleading above) filing, serving and answering interrogatories, depositions, pre-Trial or settlement conferences and preparation for Trial</li> <li>3. Trial up to and including four days (includes pleading and preparation above)</li> </ol>	Paid-in-Full	\$350
<p><b>Child Custody/Child Support</b> – (Limited to one claim per item per benefit year per family unit.)</p> <p>The legal services required by an Insured for child custody, or child support, or visitation matters which are not in conjunction with a divorce, annulment, or separation proceeding.</p> <ol style="list-style-type: none"> <li>1. Legal services required by an Insured for the creation of a child custody or child support, or visitation agreement</li> <li>2. Modification/enforcement of an Uncontested child custody or child support, or visitation agreement</li> <li>3. Modification/enforcement of a Contested child custody or child support, or visitation agreement</li> </ol>	Paid-in-Full	\$245
	Paid-in-Full	\$294
	Paid-in-Full	\$490

# The ARAG® Legal Benefit Program

## In-Office Legal Services

	Network Attorney	Non-Network Attorney (\$70 per hour up to maximum scheduled benefit) <sup>1</sup>
<p><b>Court Adoption Proceedings</b> – (Limited to one claim per item per benefit year per family unit.)</p> <ol style="list-style-type: none"> <li>1. Agency Adoption</li> <li>2. Step-parent adoption</li> <li>3. Independent adoption</li> <li>4. Obtain consent – additional</li> <li>5. Contested               <ol style="list-style-type: none"> <li>a. Up to and including pleading, preparation filing, and appearances on motions, preparation of answer, response and counterclaim</li> <li>b. Preparation (includes pleading above) filing, serving and answering interrogatories, depositions, pre-Trial or settlement conferences, and preparation for Trial.</li> <li>c. Trial up to and including four days (includes pleading and preparation above)</li> </ol> </li> </ol>	Paid-in-Full	\$420
<p><b>Court Proceedings Involving Juvenile Insured Dependent Children</b> – (Limited to one claim per item per benefit year per family unit.)<sup>3</sup></p> <ol style="list-style-type: none"> <li>1. Administrative hearing by petition and court approval</li> <li>2. Petition, Trial and judgement</li> </ol>	Paid-in-Full	\$490

## In-Office Legal Services

	<b>Network Attorney</b>	<b>Non-Network Attorney</b> ( <b>\$70 per hour up to maximum scheduled benefit</b> ) <sup>1</sup>
<p><b>Debt Collection Defense</b> – (Limited to one claim per item per benefit year per family unit.)</p> <p>Representation in a legal action required for the defense of a lawsuit for the collection of a debt based on a contract or other written instrument except any actions brought in Small Claims Court</p> <ol style="list-style-type: none"> <li>1. Pleading, preparation filing, and appearances on motions, preparation of answer, response and counterclaim</li> <li>2. Preparation (includes pleading filing, serving and answering interrogatories, depositions, pre-Trial or settlement conferences and preparation for Trial</li> <li>3. Trial up to and including four days (includes pleading and preparation above)</li> </ol>	Paid-in-Full	\$630
<p><b>Defense in Traffic Matters that Could Lead to License Suspension</b> – (Limited to one claim per item per benefit year per family unit.)</p> <ol style="list-style-type: none"> <li>1. Misdemeanor arraignment</li> <li>2. Misdemeanor disposition – Plea negotiations and disposition</li> <li>3. Trial preparation and Trial up to and including four days</li> </ol>	Paid-in-Full	\$350

# The ARAG® Legal Benefit Program

## In-Office Legal Services

	Network Attorney	Non-Network Attorney ( <small>\$70 per hour up to maximum scheduled benefit</small> ) <sup>1</sup>
<b>Defense of Misdemeanor Charges Except Traffic Violations</b> – (Limited to one claim per item per benefit year per family unit.)		
1. Misdemeanor arraignment	Paid-in-Full	\$700
2. Misdemeanor disposition – Plea negotiations and disposition		
3. Trial preparation and Trial up to and including four days		
<b>Estate Planning, Wills, and Trusts</b> – (Limited to four claims per item per benefit year per family unit.)		
1. Simple Will	Paid-in-Full	\$175
2. Named Insured and Spouse Simple Wills (including Power of Attorney) <sup>3</sup>	Paid-in-Full	\$175
3. Living Will	Paid-in-Full	\$70
4. Codicil to Will	Paid-in-Full	\$70
5. Simple Trust <sup>2</sup>	Paid-in-Full	\$175
6. Durable Power of Attorney	Paid-in-Full	\$70
<b>Matrimonial Proceedings</b> – (Limited to one claim per item per benefit year per family unit.)		
1. Uncontested dissolution, annulment or legal separation (Named Insured)	Paid-in-Full	\$525
2. Contested dissolution, annulment or separate maintenance, including a bifurcated dissolution in the states where applicable <sup>2</sup> (Named Insured)	Paid-in-Full	\$700
3. The legal services rendered in conjunction with a modification of a final judgment of divorce or a separation or annulment agreement with respect to child support, visitation rights, and/or alimony (Named Insured)	Paid-in-Full	\$280

## In-Office Legal Services

	Network Attorney	Non-Network Attorney ( <i>\$70 per hour up to maximum scheduled benefit</i> ) <sup>1</sup>
<b>Establishment of Guardianship or Conservatorship –</b> (Limited to one claim per item per benefit year per family unit.)	Paid-in-Full	\$420
<b>IRS Collection Defense</b>		
Legal Defense against collection actions by the Internal Revenue Service (IRS)		
1. Legal services and court representation prior to Trial	\$1,800 <sup>1</sup>	\$1,800 <sup>1</sup>
2. Court representation at Trial as a defendant	\$1,200 <sup>1</sup>	\$1,200 <sup>1</sup>
<b>IRS Audit Protection</b>		
Legal services involving Internal Revenue Service (IRS) Audits for which you receive written notice while your Certificate of Insurance is in effect and which relate to your personal tax return		
1. Advice, consultation and negotiation	\$420 <sup>1</sup>	\$420 <sup>1</sup>
2. Representation at IRS Audit	\$900 <sup>1</sup>	\$900 <sup>1</sup>
<b>Major Trial</b>		
Representation at trial beginning on the 4th day of Trial (\$400 per 1/2 day of TRIAL time) in covered court proceedings for which INDEMNITY BENEFITS are being provided	Included \$100,000 <sup>4</sup> within covered benefits	

- 1 This is the annual maximum regardless of whether you are enrolled in self, self plus children, self plus adult, or self plus adult plus children coverage.
- 2 The 8 hours under Attorney Office Work may be used for more involved trusts matters and post dissolution matters as a result of a bifurcated dissolution.
- 3 Indicates those legal services which apply ONLY if self plus children, self plus adult, or self plus adult plus children coverage has been elected.
- 4 This coverage is paid at a rate of \$400 per 1/2 day of Trial time.

# The ARAG® Legal Benefit Program

## Additional Benefits

	<b>Network Attorney</b>
<p><b>Online Legal Tools &amp; Resources</b></p> <p>Insureds have access to the following services through an Online Plan Member Service Center.</p> <ol style="list-style-type: none"><li>1. Law Guide helps you learn about your situations and become a better-informed legal consumer</li><li>2. Do-It-Yourself Legal Documents™ allow you to create documents such as powers of attorney</li><li>3. Attorney Finder assists you in finding counsel when you need to see an Attorney for covered and non-covered matters</li></ol> <p>From the Online Plan Member Service Center, you'll be able to:</p> <ol style="list-style-type: none"><li>1. Get information about your Benefit Program</li><li>2. Find answers to frequently asked questions</li><li>3. Get a claim form</li><li>4. Obtain a list of Network Attorneys</li><li>5. E-mail questions to <a href="mailto:service@ARAGgroup.com">service@ARAGgroup.com</a></li></ol>	Not Applicable
<p><b>Identity Theft Services</b> – Toll-free access to Identity Theft Case Managers who will:</p> <ol style="list-style-type: none"><li>1. Explain what identity theft is and how to prevent it</li><li>2. Provide resources to minimize and recover from identity theft</li><li>3. Explain relevant Benefits</li><li>4. Provide an Identity Theft Prevention Kit</li><li>5. Provide an Identity Theft Victim Action Kit</li><li>6. Monitor and follow up on the situation</li></ol>	Not Applicable
<p><b>Reduced Fee Benefit for Non-Covered Matters</b> – An Insured can receive at least 25% off of Attorney's normal hourly fee for legal needs such as representation for non-excluded matters when using an ARAG® Network Attorney. This panel consists of those Network Attorneys who agree to provide reduced fees.</p>	25% off normal hourly fees
<p><b>Reduced Contingency Fee</b> – Capped at 25% for initial trial/settlement and 30% for subsequent appeal proceedings.</p>	25% capped for initial trial settlement  30% capped for subsequent appeal proceedings



## B. Exclusions & Limitations

Not Covered: Any services or charges in connection with any of the following:

1. The participation in any business venture including but not limited to: proprietorships, partnerships, corporations, commercial endeavors, rental property, patents, copyrights or trademarks. A business venture is defined as any activity which produces or is contemplated to produce revenue.
2. Preparing or filing income tax returns, or probate.
3. Workers' Compensation Law, Unemployment matters, Admiralty; Federal Employers Liability Act.
4. Judicial appeal proceedings, group or class actions, intervention, and amicus curiae filings.
5. A civil action pursued in court where, (i) the Insured is a plaintiff and, (ii) the monetary amount of the suit would fall within the jurisdiction of a small claims court or its equivalent. The telephone legal services will give advice to an Insured on how to pursue a claim in such a court.
6. Consultations, civil or criminal legal actions, any part of which: (a) involve the Los Alamos National Security, LLC, or any included employer, or the labor organization or union, if any, which collectively bargained for this coverage, or the Los Alamos National Security, LLC insurance carriers; or (b) relate to your employment or the employment of your spouse or any other dependent(s) would exclude the entire action.
7. Legal actions involving GuideOne Specialty Mutual Insurance Company and/or ARAG® or any of its parents or affiliated companies, agents, administrators, subcontractors or which involve disputes about this insurance.
8. Legal proceedings for which the Insured had consulted or retained an attorney prior to becoming covered under this insurance. Matters where services are already being provided by another attorney.
9. Services to a spouse or dependent against the employee or retiree.
10. Defense of criminal charges against an Insured if any of the following has contributed to the cost of this insurance on behalf of that Insured: (i) the victim of the crime; (ii) someone who is in the same Family Unit as the victim.
11. Fines, title insurance costs, court costs, court appointed attorneys, filing fees, subpoenas, assessments, penalties, expert witness fees, and other related expenses (e.g., facsimile, copy expense, postage, long distance phone charges, mileage, etc.).
12. Services where the attorney's fee is provided by statute from a fund or subjudice or paid by contingent fee, (e.g., personal injury).
13. Services performed by an attorney who is related to the Insured by blood or marriage.
14. Services not performed by an attorney. Services performed by a paralegal under the direct supervision of an attorney will be treated as performed by the attorney.
15. Any legal proceeding in which you are entitled to legal representation or reimbursement for the costs thereof, from any source other than this policy (subject to Coordination of Benefits provisions).
16. Refinancing of property.

# The ARAG® Legal Benefit Program

## Section IV Glossary

**Amicus Curiae Filing** – A filing by a bystander that suggests or states some matter of law for the assistance of a court.

**ARAG Legal Benefit Program** – The name of your legal insurance plan which is underwritten by GuideOne Specialty Mutual Insurance Company.

**Arraignment** – In a criminal case; the proceeding in which an accused person is brought before a judge to hear the charges filed against him or her and to enter a plea of guilty or not guilty. Sometimes called a preliminary hearing or initial appearance.

**Attorney Fee** – The amount charged by an attorney for his or her time spent providing covered legal services.

**Benefit Program** – The ARAG Legal Benefit Program.

**Class Action Suit** – An action in which one or more members of a numerous class, having a common interest in the subject of litigation, sue or defend on behalf of themselves and all members.

**Codicil** – A supplement or amendment to a will.

**Consumer Protection Action** – An action for the enforcement of written or implied warranties or promises relative to the lease or purchase of goods or services.

**Contested** – 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.

**Disposition** – The giving up of, or the relinquishment of, anything, often used in the reference to a testamentary proceeding, e.g., “the disposition of the estate.” In criminal law, the sentence the defendant receives is the disposition.

**Effective Date** – The date on which the Employer enrolls the Named Insured and from which date premium has been paid.

**Employer** – LANS

**Habeas Corpus** – A writ of habeas corpus is a legal document that forces law enforcement authorities to produce a prisoner they are holding and to legally justify his or her detention.

**Indemnity Benefits** – The 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 ARAG.

**Insured** – The “insured” is the Employee/Retiree and his/her eligible dependents for whom the Employee/Retiree elected Benefits.

**Interrogatories** – In civil actions; written questions are asked by one party of an opposing party for which written answers must be provided.

**Intervention** – A legal procedure whereby a third person is permitted (on his own motion) to become a party to an action or proceeding between other persons.

**Judicial Appeal** – A legal proceeding to take a case to a higher court for rehearing.

**LANS** – Los Alamos National Security, LLC.

**LANS SPD** – The LANS Welfare Benefit Plan for Employees Summary Plan Description or the LANS Welfare Benefit Plan for Retirees Summary Plan Description, as applicable.

**Legal Defense** – Legal defense means the defense of your legal rights in cases in which only defense actions are covered.

**Legal Dispute** – A disagreement between you and any other party regarding your legal rights.

**Living Trust** – A trust established and in effect during the lifetime of the grantor. Also called Inter Vivos Trust.

**Living Will** – A legal declaration, prepared in advance, which directs the course of health care decisions and treatment; may ensure your medical care decisions are respected and carried out when you are unable to express them.

**Network Attorney** – An Attorney with whom ARAG® has contracted to perform covered legal services in the United States for an Insured.

**Named Insured** – Is the Employee/Retiree registered by the Employer with ARAG as entitled to services under the terms of the group insurance contract.

**Non-Network Attorney** – An Attorney who is not a Network Attorney and has not contracted with ARAG to perform legal services, and is chosen by an Insured to perform any covered legal service that provides Indemnity Benefits.

**Paid-in-full Benefits** – A “paid in full” benefit is a legal service covered by the ARAG Legal Benefit Program for which the fee for that legal service is fully paid if a Network Attorney is used.

**Petition** – A formal written document addressed to a court or judge which states facts and circumstances, and contains a formal request for relief.

**Personal Property** – Property, which is not real estate property and which does not produce income.

**Plan** – The LANS Welfare Benefit Plan for Employees or the LANS Welfare Benefit Plan for Retirees, as applicable.

**Pleading(s)** – Statement(s) in logical and legal form, of the facts that constitute plaintiff’s cause of action and defendant’s ground of defense.

**Related by Blood or Marriage** – You may choose any Attorney who is not your parent, brother or sister, your spouse, your spouses parent, your spouses brother or sister, or your child or step-child.

**Service Provider** – An individual or company with whom ARAG® has contracted to perform covered services in the United States for an insured. For example, Identity Theft Services are considered service providers.

**Simple Trust** – Simple testamentary trust to take care of your family (especially minor dependent children) after your death or during an incapacitating illness or accident.

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

**Telephone Network Attorney** – A telephone attorney with whom ARAG has contracted to perform covered legal services in the United States, Canada and Puerto Rico for you.

**Trial** – 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.

**Trust** – A document established to commit or place property; (real or personal) in another’s care or name guardianship for minor children.

**Uncontested** – Action wherein all matters are settled without court intervention, mediation, arbitration or negotiation of material issues.

# The ARAG® Legal Benefit Program

## Section V Grievance Procedures

### Service Provider

If you have a problem with a Service Provider in the handling of a service issued under the ARAG Legal Benefit Program and you and the Service Provider cannot resolve it, a written grievance is required. ARAG will provide you with a form and information about filing the grievance.

### Network Attorney

If you have a problem with a Telephone Network Attorney or Network Attorney in the handling of a legal matter covered under the ARAG Legal Benefit Program, and you and the attorney cannot resolve it, a written grievance is required. ARAG will provide you with the form and information about filing the grievance with us.

ARAG will provide alternative benefits if you are unable to find a Network Attorney willing to perform the covered legal services or if the attorney selected by you is disqualified or otherwise unable to perform the covered legal 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 Association about your Attorney at any time.

### Claim and Appeal Procedures

If you believe you may be entitled to benefits, or you are in disagreement with any determination, that has been made, you may present a claim to ARAG®.

You must follow the claim and review procedure carefully and completely and you must file your claim before the deadlines explained below. If you do not do so, you will give up important legal rights.

You must file your claim for benefits with ARAG® within one year after you knew or reasonably should have known of the principal facts on which your claim is based. After you file your claim, you must complete the entire claim and review procedure before you can sue over your claim. It is important that you include all the facts and arguments that you want considered during the claim and review procedure.

Your claim for Plan benefits will be subject to a full and fair review. If your claim is wholly or partially denied, ARAG will furnish you with a written notice of this denial. This written notice must be provided to you within a reasonable period of time (generally 90 days) after the receipt of your claim by ARAG. The written notice will contain the following information:

- The specific reason or reasons for the denial;
- The specific reference on the Plan provisions on which the denial is based;
- A description of any additional information or material necessary to correct your claim and an explanation of why such material or information is necessary; and
- Appropriate information as to the steps to be taken if you or your beneficiary wishes to submit your claim for review.

If your claim has been denied and you wish to submit your claim for review, you must follow the Claims Review Procedure describe below:

- Upon the denial of your claim for benefits, you may file your claim for review, in writing, with ARAG.
- YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.
- You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to ARAG.

Your claim for review will be given a full and fair review. If your claim is denied, ARAG will provide you with written notice of this denial within 60 days after ARAG's receipt of your written claim for review. There may be times when this 60-day period may be extended. For example, this extension may be made where there are special circumstances that are communicated to you in writing within the 60-day period. If there is an extension, a decision shall be made as soon as possible, but not later than 120 days after the receipt by ARAG of your claim for review.

You may, at your own expense, have an attorney or other representative act on your behalf, but ARAG reserves the right to require your written authorization before providing information to a third party. ARAG also reserves the right to delegate its authority to make decisions.

If you file your claim within the required time and complete the entire claim and review procedure and your claim is still denied, you may sue over your claim unless you have executed a release of claims that includes a release of your claim for benefits. However, you must commence that suit within one year after the claim and review process is completed.

## **Section VI**

### **How To Use The ARAG Legal Benefit Program**

#### **A. Customer Care**

##### **Online Customer Care**

To reach the Online Member Service Center, go to <http://members.ARAGgroup.com/lans> and log in as a member, 24 hours a day, seven days a week.

- Enter your Member ID and your password.
- Once you've logged in, you have access to all online Benefits including Online Legal Services as well as access to a Customer Care Counselor, Monday-Friday, 6 a.m.-6 p.m. Mountain time.

##### **E-mail**

You can e-mail us at [service@ARAGgroup.com](mailto:service@ARAGgroup.com) 24-hours a day and our associates are available to help you Monday-Friday, 7 a.m.-4 p.m. Mountain time. E-mail received after regular business hours will be returned within a two-hour time period on the following business day.

#### **Telephone Customer Care**

Call toll-free 800-247-4184 (TTD, please call 800-383-4184) for the automated telephone system, 24 hours a day, seven days a week. When prompted, enter your Member ID to access membership services. From there, you may select from a menu of options that enable you to:

- Receive legal advice over the phone, Monday-Friday, 9 a.m.-5 p.m. Mountain time.
- Learn how to use your Benefit Program or request materials.
- Obtain Benefit information or verification.
- Get a list of claims that have been paid on your behalf.
- Hear about exciting new enhancements to your Benefit Program.
- Get a claim form.
- Obtain a list of Network Attorneys.
- Talk with a Customer Care Counselor, Monday-Friday, 6 a.m.-6 p.m. Mountain time.

If you require assistance from a translator during your call to the Customer Care Center, please let your representative know. We will connect your call with the Language Line Services through AT&T. To obtain TTD assistance, please call 800-383-4184.

#### **B. Telephone Legal Services**

##### **Telephone Identity Theft Services**

Call toll-free 800-247-4184 (TTD 800-383-4184) to connect to the Customer Care Center.

- The automated telephone system will ask you to enter your Member ID.
- Request to speak with an Identity Theft Case Manager.
- You will be transferred to a Case Manager, Monday-Friday, 6 a.m.-6 p.m. Mountain time.

# The ARAG® Legal Benefit Program

## Telephone Legal Services

Call toll-free 800-247-4184 (TTD 800-383-4184) to connect to the Customer Care Center.

- The automated telephone system will ask you to enter your Member ID.
- Listen for and select the option "To use your Telephone Services Benefit" to speak with a Telephone Network Attorney.
- You will be transferred automatically to a Telephone Network Attorney, Monday-Friday, 6 a.m.-6 p.m. Mountain time.

## C. In-Office Legal Services

### How to find a Network Attorney

- Log in to the Online Member Service Center at <http://members.ARAGgroup.com/lans> and use ARAG® Network Attorney Locator.

Or

- Call toll-free 800-247-4184 (TTD 800-383-4184) and a Customer Care Counselor will read you a list of Network Attorneys in your area, Monday-Friday, 6 a.m.-6 p.m. Mountain time.

Or

- Call toll-free 800-247-4184 (TTD 800-383-4184) and the automated telephone system will fax you a list of Attorneys in your area, 24 hours a day, seven days a week.

If there are no Network Attorneys located within 30 minutes of your home. We guarantee you'll receive in-network benefits for covered legal matters. Simply contact the Customer Care Center and they will arrange for you to receive covered legal services through an attorney in your area. This guarantee does not apply for network attorneys on matters that are used under the reduced fee arrangements.

If you need an Attorney's assistance on a matter that is not a covered service, you can use the Attorney Office Work benefit for advice or services related to any legal matter that is not excluded under the ARAG Legal Benefit Program (see Exclusions and Limitations). Some examples of permitted use of the Attorney Office Work benefits are:

- Preparation of Living Trust
- Immigration Matters
- Personal Income Tax Advice
- Sale or Purchase of Your Principal Residence
- Defense of Felony
- Landlord-tenant problems (Insured must be the tenant)
- Non-employment related administrative hearings

### How to Use a Network Attorney

- Contact the Network Attorney of your choosing, and tell them you are an ARAG plan member.
- Give them your Member ID.
- The Network Attorney will bill ARAG for Attorney Fees for covered matters. Most in-office Benefits are paid-in-full when you see a Network Attorney. You pay nothing but out-of-pocket costs such as photocopying and miscellaneous court costs for most covered Benefits.

### How to Use a Non-Network Attorney

- Call toll-free 800-247-4184 (TTD 800-383-4184) to verify Benefits with a Customer Care Counselor, Monday-Friday, 6 a.m.-6 p.m. Mountain time.
- Contact a Non-Network Attorney.
- The Non-Network Attorney will provide services for covered matters.
- The Non-Network Attorney will bill you and you pay the Attorney directly.
- To receive reimbursement, file a claim form along with an itemized statement from your Non-Network Attorney with ARAG for all covered matters.
- Send your completed claim form along with your Non-Network Attorney's billing statement to:

ARAG  
P.O. Box 9171  
Des Moines, IA 50306-9171

ARAG will reimburse you for covered matters as specified under Section II, In-Office Legal Services. For additional claim forms you may:

- Download a claim form from the Online Member Service Center.

Or

- Call 800-247-4184 (TTD 800-383-4184), 24 hours a day, seven days a week and select the option "To Receive Materials."

### **How to Use the Reduced Fee Network**

For non-excluded items, you can receive reduced fees of at least 25% off a Network Attorney's normal hourly rate for in-office legal advice and representation.

How to Use:

- Contact any Network Attorney and tell them you are an ARAG® member. Verify with the Network Attorney that he/she participates on the reduced fee panel.
- Give them your Member ID and proceed with your matter.
- The Network Attorney will bill you directly at reduced rates of at least 25% off his or her normal rates. You pay the attorney directly.

How to use benefits outside the United States:

- Call toll-free 800-247-4184 (TTD 800-383-4184), to verify Benefits with a Customer Care Counselor, Monday-Friday, 6 a.m.-6 p.m. Mountain time. If you can not access the toll free number you may follow the steps below:
- Contact a Non-Network Attorney.
- The Non-Network Attorney will provide services for covered matters.
- The Non-Network Attorney will bill you and you pay the Attorney directly.
- To receive reimbursement, file a claim form along with an itemized statement from your Non-Network Attorney with ARAG for all covered matters.
- Send your completed claim form along with your Non-Network Attorney's billing statement to:

ARAG  
P.O. Box 9171  
Des Moines, IA 50306-9171

■ ARAG will reimburse you for covered matters as specified under Section II, In-Office Legal Services. For additional claim forms you may:

- Download a claim form from the Online Member Service Center.

## **D. Filing Your Claim**

### **Network Attorney Services**

If you receive services from a Network Attorney, you will not need to file a claim form. The Network Attorney will call ARAG to verify Benefits. Attorney Fees for covered services will be provided by the Benefit Program. For the few matters that are covered on an indemnity basis and that exceed the indemnity benefit amount, the Network Attorney will bill you directly at reduced rates of at least 25% off his or her normal rates for the remaining hours provided the Network Attorney has agreed to the reduced rates arrangement. You pay the attorney directly.

### **Non-Network Attorney Services**

If you choose a Non-Network Attorney, you generally must pay the Attorney in advance. When services have been completed, file a claim form, including the Attorney's billing statement, with ARAG. You will receive reimbursement from ARAG as specified under Section II for the covered services rendered. To obtain a claim form, call ARAG's toll-free customer care number.

## **E. Additional Services**

The following services are also available to you and include everything from self-help tools such as educational resources and actual legal documents, to assistance from experienced professionals to help with your legal needs.

### **Law Guide**

The Law Guide is designed as a resource to inform you about the law, identify options and prepare you for handling your legal situation. The Law Guide provides you access to articles on various legal matters. Examples of articles include:

- How to Form a Corporation
- Promissory Notes
- Enforcing a Patent
- Dealing with Zoning Problems

## The ARAG® Legal Benefit Program

How to Use:

- Log in to the Online Member Service Center and search for your topic.

### **Do-It-Yourself Legal Documents™**

Create your own simple legal documents with the help of easy-to-use interactive software. Choose from a legal library of more than 100 documents. Legal documents include:

- Bill of Sale Forms
- Complaint Letters
- Dispute Credit Card Charge Letter
- 30-Day Notice to Landlord Letter

How to Use:

- Log in to the Online Member Service Center and download the software.
- Search for the document relevant to your situation.

### **Identity Theft Services**

Receive toll-free access to Identity Theft Case Managers who will assess the fraud, determine appropriate steps to begin recovery and monitor progress. In addition, you will have toll-free advice over the phone with a Telephone Network Attorney to assist with any legal-related problems that have resulted from your identity theft.

This benefit also includes:

- An Identity Theft Workbook – lists preventative identity theft steps and step by step instructions if you become a victim.
- A Tracking Document – centralized contact document for phone calls, e-mails and letters that assists with keeping track of documentation for attorneys.

How to Use:

- Call the automated phone system and choose to speak with an Identity Theft Case Manager.
- The Case Manager will help with your situation and connect you with an attorney if needed.

### **Reduced Contingency Fees**

Network Attorneys will represent you under a contingent fee arrangement. The fee paid to the attorney is based on the success of your case and is a percentage of the amount of money awarded. The contingent fee cannot exceed 25% of the amount awarded before or after Trial, or cannot exceed 30% of the amount awarded if successfully resolved only after an appeal.

How to Use:

- Contact any Network Attorney and tell him or her you are an ARAG® Benefit Program member. Verify with the Network Attorney that he/she participates on the reduced contingency fee panel.
- Give him or her your Member ID and proceed with your matter.
- The Network Attorney will bill you directly at reduced rates. You pay the attorney directly.



## **Section VII Coordination of Benefits**

The ARAG Legal Benefit Program contains a non-profit provision coordinating it with other Legal Benefit Programs under which you or your covered dependents may be covered so that the total benefits will not exceed 100% of the allowable expense.

An "allowable expense" is any expense covered, at least in part, by one of the plans. "Plans" means these types of legal services benefits: (a) coverage under a governmental program or provide or required by statute, or (b) group insurance or other coverage for a group of individuals, whether insured or uninsured. This includes prepayment, group practice or individual practice coverage. When a claim is made the primary plan pays its benefits with out regard to any other plans. The secondary plans adjust their benefits so that the total benefits available will not exceed the allowable expense. No plan pays more that it would without the coordination provision. A plan without a coordinating provision is always the primary plan. If all plans have such a provision:

- (1) the plan covering the individual directly rather than as the dependent, is primary and the others secondary;
- (2) if a child is covered under both parents' plans, the plan of the parent have the same birthday, the plan that covered the individual longer is primary; but when the parents are separated or divorced, their plans pay in this order:
  - (a) if a court decree has established financial responsibility for the child's legal expenses, the plan of the parent with this responsibility;
  - (b) the plan of the parent with the custody of the child;
  - (c) the plan of the spouse married to the parent with custody of the child;

- (3) if neither (1) nor (2) apply, the plan covering the individual the longest is primary.

When your plan is secondary plan and its payment is reduced to consider the primary plan's benefits, a record is kept of the reduction. This amount will be used to increase your Legal Benefit Program's payment on any later claims in the same calendar year – to the extent there are allowable expenses that would not otherwise be fully paid by your ARAG Legal Benefit Program and others.

Underwritten by GuideOne Specialty Mutual Insurance Company, West Des Moines, Iowa.

ARAG®  
400 Locust Street, Suite 480  
Des Moines, IA 50309  
800-247-4184  
service@ARAGgroup.com  
<http://members.ARAGgroup.com/lans>