



THE FRATERNAL ORDER OF POLICE LEGAL PLAN, INC.



Legal Defense Plan Description and Brochure

As amended through June 1, 2013



foplegal.com

For enrollment and marketing
information, please contact:

HYLANT GROUP
1.800.341.6038

OVERVIEW

- A self-funded Legal Defense plan available only to FOP groups & individual members
- Owned and operated by the Fraternal Order of Police – Legal Plan, Inc.
- Broad legal defense coverage
- Pays all reasonable and necessary attorney fees when using a Plan attorney for on-duty claims
- Pays up to \$5,000 for administrative off-duty claims
- Plan is excess over all other benefits, including defense provided by employer

PLAN STRUCTURE

Coverages – Reimbursement of Legal Defense Costs

Subject to the terms, conditions, limitations and exclusions specified in the Plan Description, the Plan offers these coverages:

Coverage A – Administrative: Legal defense or, subject to the absolute discretion of the Benefit Administrator and the Board, other appropriate legal challenge to administrative discipline, sanction or proceeding:

- a. involving salary, dismissal, change of assignment, demotion, leave of absence, resignation or other professional rights, duties or responsibilities, as determined by the Plan Board of Trustees, where such discipline, sanction or proceeding arises directly out of the Participant's activities in the scope of law enforcement employment; or
- b. involving the issuance, suspension, cancellation or revocation of any credential, certification or license issued by federal, state or local authorities, which credential the Participant is required to have in the scope of law enforcement employment.

Includes claims arising from off-duty activity (\$5,000 maximum).

Coverage B – Civil: Legal defense of a civil action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of law enforcement employment; provided, coverage does not extend to counterclaims or cross claims in actions brought by a Participant, unless the Board approves otherwise.

Coverage C – Criminal: Legal defense of a criminal action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of law enforcement employment, including grand jury proceedings.

The Plan is excess. For example, if your employer defends you in a lawsuit, the Plan will not provide an additional lawyer. If your employer refuses to defend you, the Plan will pay to defend you.

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LEGAL PLAN PAYS AN ATTORNEY OF YOUR CHOICE

If the Participant chooses a Plan Attorney*, reasonable and necessary legal fees and costs for Coverages A, B, and C are fully paid; off-duty administrative coverage is subject to a \$5,000 limit. There is no deductible to be paid by the Participant. Approved reimbursable costs are also fully paid.

The Participant may also use a non-Plan Attorney subject to a \$250 deductible and limitations on benefits.

* A Plan attorney means an attorney with whom the Plan has contracted to provide legal services, as listed by the Plan.

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PARTICIPANT FEES

GROUP PARTICIPANTS	\$240.00/year
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All coverages – A, B, C
Includes Off-duty Administrative

Civil and Criminal only – B and C	\$60.00/year
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(A group is defined as 50 active members of a local lodge, state lodge, bargaining unit or state labor council or 50 percent of the active law enforcement officers in such entity.)

INDIVIDUAL PARTICIPANTS	\$258.00/year
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All coverages – A, B, C
Includes Off-duty Administrative

Civil and Criminal only – B and C	\$64.00/year
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Note: All benefits, coverages, terms and conditions are governed by the Plan Description. Interpretation of Plan provision, including coverages and benefits, is vested exclusively in the Plan's Board, in its absolute discretion. **Plan benefits are EXCESS over all other valid collectible benefits and coverages.** (See section 16, subsection B.) The Plan is subrogated to all rights to recover attorney's fees against any person or entity and has a right of reimbursement from any such recovery. Attorneys paid by the Plan are neither agents nor employees of the Plan. The Plan makes no recommendation or warranty, express or implied, with respect to the skill or expertise of such attorneys, including Plan attorneys.

Coverage is effective the first day after the day the application is approved by Hylant Group. Applications not fully and accurately completed cannot be processed and may result in ineligibility for and non-payment of benefits. Any person who is subsequently determined not to be eligible to participate or to receive benefits as of the date a claim arises will not receive payments of benefits.



Enrollment administered by Hylant Group, Inc., on behalf of the Fraternal Order of Police – Legal Plan, Inc. For enrollment as an individual, please use the enrollment form online at www.foplegal.com or ask for it from Hylant Group at the e-mail address or telephone number given below. For enrollment as part of a group, contact the group directly or contact Hylant Group for further information on how to enroll as part of a group.

For questions and information on enrollment procedures, please contact:

Hylant Group, Inc.
P.O. Box 1687
811 Madison Avenue
Toledo, Ohio 46303-1687
maureen.jagos@fop.net

Toll free: 1-800-341-6038 Fax: 1-419-255-7557 Website: www.foplegal.com

For information on claims and plan attorneys, or to make a claim, please contact:

Sedgwick Claims Management Services, Inc.
P.O. Box 94950
Cleveland, OH 44101-4950
foplegal@sedgwickcms.com

Toll free: 1-866-857-3276 Fax: 1-614-601-9245

For membership in the Fraternal Order of Police, contact:

GRAND LODGE – FRATERNAL ORDER OF POLICE
701 Marriott Drive
Nashville, Tennessee 37214

1-800-451-2711 / 1-615-399-0900

www.fop.net

The Fraternal Order of Police
Legal Plan, Inc.
EIN 31-1439914

LEGAL DEFENSE PLAN
PLAN DESCRIPTION
(Full Coverage Options)

(As amended through June 1, 2013)

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PLAN DESCRIPTION
(Full Coverage Options)

The Plan is established and operated by Legal Plan, Inc. as Plan sponsor for the purpose of paying Legal Defense Costs for covered claims, on the terms and conditions specified in the Plan Description (Full Coverage Options). The Plan covers claims for Legal Defense Costs which a Participant incurs to defend litigation arising in connection with the authorized carrying of a weapon pursuant to and in full accordance with the Law Enforcement Officers Safety Act of 2004 (H.R. 218) ("LEOSA"). Legal Plan, Inc. also provides coverage limited to LEOSA claims only under a separate plan description.

Section 1. DEFINITIONS. As used in this Plan Description:

- A. "FOP" means the Fraternal Order of Police;
- B. "Legal Plan, Inc." means the Fraternal Order of Police-Legal Plan, Inc.;
- C. "Board" means the Board of Trustees of Legal Plan, Inc., as that Board is constituted from time to time;
- D. "Plan" means the benefit plan sponsored by Legal Plan, Inc. set forth in this Plan Description and any attachments, as amended from time to time;
- E. "Participant" means an active member of the FOP, or other FOP group member as provided in this Plan Description, who has been accepted for participation and who has paid all applicable participation fees due under the Plan. If a group certificate of participation replaces a previous certificate, "Participant" includes any member covered under the previous certificate who reapplies not later than thirty (30) days after the inception date of the replacement certificate;
- F. "Legal Defense Costs" means expenses a Participant has incurred for Legal Services and Reimbursable Costs, not to exceed the applicable limits of the Plan's liability;
- G. "Legal Services" includes advice, consultation and representation rendered by a licensed attorney to a Participant, including usual fees and office charges for paralegal assistance, telephone, mailing, copying, telefaxing, travel and similar office expenses, as well as all other necessary and appropriate costs and expenses, but excluding Reimbursable Costs;
- H. "Reimbursable Costs" means witness fees and expenses, expert fees and expenses including consultation, investigator fees and expenses, filing fees, court costs and transcript costs;
- I. "Plan Attorney" means an attorney with whom the Plan has contracted to perform legal services for Participants, whose name appears on the list of such attorneys;

- J. "Non-Plan Attorney" means an attorney, other than a Plan attorney, selected by a Participant to provide Legal Services under the Plan, who meets applicable minimum qualifications set forth in this Plan Description and whose name has been recorded by the Benefit Administrator for payment, not to exceed the Plan's limits of liability applicable to such representation;
- K. "Employment" means employment by or service with a federal, state or local government law enforcement agency, whether with or without compensation, or employment by a law enforcement entity operated by a private college/university, private railroad or Native American tribal government;
- L. "in the scope of employment" means all activities of a Participant while on duty in connection with Employment, and all law enforcement activities authorized or required by the Participant's Employment, whether on duty or technically off duty;
- M. "Notice" means reporting information as required by this Plan Description. Notice to an Administrator shall be effective on the date the Administrator actually receives it. Any notice of claim to the Benefit Administrator must be confirmed in writing on the prescribed claim form;
- N. "Retroactive Date" means the starting date after which a Participant's legal defense coverage has remained in continuous, uninterrupted effect, including renewals, as provided in Section 9; and
- O. "Extended Reporting Period" means an additional period, if any, for reporting claims after Plan participation ends, as provided in this Plan Description.

Section 2. PLAN SPONSOR AND ADMINISTRATION. Legal Plan, Inc., a not-for-profit corporation incorporated under the laws of Ohio, is the Plan Sponsor, and shall manage and direct the administration of the Plan through its Board and the Board's designated Administrators and representatives.

Legal Plan, Inc. shall employ or contract with an Enrollment Administrator and a Benefit Administrator (collectively hereinafter referred to as the "Administrators") whose duties on behalf of the Plan in accordance with the Plan Description shall be as follows:

- A. Enrollment Administrator. The Enrollment Administrator shall:
 1. publicize and promote the Plan;
 2. determine eligibility, enroll eligible persons, and provide and distribute enrollment cards and copies of the summary Plan Description;
 3. bill, collect and disburse participation fees as the Board directs;
 4. report and account for receipts and disbursements as the Board directs; and

5. respond to Participants' and prospective Participants' questions concerning eligibility and enrollment. Questions should be directed to the Enrollment Administrator as follows until further notice:

Hylant Group, Inc.
P.O. Box 1687
Toledo, Ohio 43603-1687
Telephone: 1-800-341-6038
Fax: 1-419-255-7557
E-mail: maureen.jagos@fop.net

B. Benefit Administrator. The Benefit Administrator shall:

1. approve and contract with attorneys, paralegals and other necessary persons to provide Legal Services as Plan Attorneys;
2. approve Non-Plan Attorneys as meeting the applicable minimum requirements specified in this Plan Description; the Benefit Administrator shall give written notice to Participants who elect to use Non-Plan Attorneys stating the applicable benefit limits, deductible and lack of malpractice insurance requirements, and shall require the Participant to return a signed copy of the notice acknowledging the same before any benefits are paid;
3. review, approve or disapprove claims for benefits;
4. administer and pay claims;
5. report and account for receipts and disbursements as the Board directs; and
6. respond to Participants' questions, notices and claims relating to benefits. Questions should be directed to the Benefit Administrator as follows until further notice:

Sedgwick Claims Management Services, Inc.
P.O. Box 94950
Cleveland, Ohio 44101-4950
Telephone: 1-866-857-3276
Fax: 1-614-601-9245
E-mail: foplegal@sedgwickcms.com

Section 3. FINANCIAL. The Plan provides for the payment of Legal Defense Costs as provided in this Plan Description. Participation fees payable by each Participant shall be determined by the Board from time to time. Participation fees shall be based on the amounts projected to be needed to pay benefits, administrative costs and premiums for excess insurance, and to establish a fund for overhead and contingencies. Participation fees shall be held in trust for the exclusive benefit of Legal Plan, Inc. and its Participants, deposited in a fund or funds held and invested by the Board until used to pay benefits,

administrative costs, premiums, and overhead and contingencies. All benefits shall be paid from and are limited to assets of the Plan and any collectible insurance.

Section 4. CHANGES TO PLAN. The Board may modify, amend or terminate the Plan at any time. Any change shall become effective for all participation fees due, benefits accruing and claims made to Participants or reported to the Plan on or after the effective date of the change.

Section 5. ELIGIBILITY. All active FOP members in good standing who are in Employment with federal, state or local government law enforcement agencies are eligible to participate in the Plan and receive benefits. Associate FOP members who are not eligible to be active members and who are in Employment with federal, state or local government law enforcement agencies may be deemed eligible to participate as part of a group, in the Board's discretion. The Administrators shall make reasonable efforts to ensure that all Participants are active or associate FOP members and otherwise eligible before enrolling them or paying benefits.

FOP members in good standing who are in Employment with a law enforcement entity operated by a private college/university, private railroad or Native American tribal government, and who are certified or commissioned to carry firearms by an appropriate state or federal authority, including but not limited to CPOST or POST certification, to carry firearms and make arrests in a law enforcement capacity, may be eligible in the Board's discretion to purchase administrative and criminal coverage under the Plan. The rate for such administrative and criminal coverage shall be the same as the rate for full coverage; the rate for such criminal coverage only shall be the same as the rate for civil and criminal coverage.

Section 6. PREREQUISITES FOR PARTICIPATION. Participation in, and the right to benefits under the Plan, arises only upon approval by the Enrollment Administrator of an application to participate and payment to the Enrollment Administrator of applicable participation fees.

Section 7. METHOD OF APPLICATION – INDIVIDUALS AND GROUPS.

- A. Application for participation in the Plan may be made on one of two bases:
 - 1. Individual application for participation by any active member of the FOP; or
 - 2. Group application for participation by active and associate members of state or local lodges, bargaining units or state labor councils (a "group"). A group:
 - a. shall consist of at least fifty (50) FOP active members of a state or local lodge, bargaining unit or state labor council; or
 - b. shall consist of such lesser number of FOP active members of any such entity equal to at least 50% of the number of active members; and
 - c. under either subparagraph (a) or (b), may also include as Participants FOP associate members who are not eligible to be active members and who are in

Employment with federal, state or local government law enforcement agencies, in the Board's discretion.

- B. Applications for participation shall be submitted to the Enrollment Administrator on forms provided by the Plan. All Participants under one group application shall have the same coverages. Applications not fully and accurately completed may result in ineligibility for, and non-payment of, benefits.
- C. By Participating on a group basis and receiving the reduced premium for group participation, the group agrees that it is responsible for and has a fiduciary duty under ERISA to distribute identification cards, summary Plan Descriptions, revised summary Plan Descriptions, annual summaries of material modifications and summary annual financial reports to each group Participant in accordance with ERISA standards whenever such items are received from the Plan.

Section 8. EFFECTIVE DATE OF COVERAGE. The effective date of Plan coverage for any Participant shall be the first day after the day on which the Enrollment Administrator approves the application for participation and receives applicable participation fees for individual applicants or satisfactory payment arrangements for group applicants, as applicable.

Section 9. RETROACTIVE DATE.

- A. A Participant's Retroactive Date is the date the Participant's coverage under the Plan shall be deemed to have started.
- B. A Participant's Retroactive Date is the earliest of the following:
 - 1. the effective date of the Participant's coverage for that risk under the Plan; all coverages may not have the same effective date, including but not limited to administrative off-duty coverage;
 - 2. in the Board's absolute discretion at the beginning of group coverage, up to one hundred twenty (120) days before the effective date of Plan coverage if the Participant had comparable coverage under another plan or insurance, has reported all claims of which the Participant knew or should have known to the comparable plan or insurance, and coverage under such other plan or insurance was continuous with coverage under the Plan; or
 - 3. the effective date of the Participant's coverage under legal defense insurance sponsored by the FOP Grand Lodge immediately preceding the creation of the Plan, if such coverage was continuous with coverage under the Plan.
- C. Coverage under the Plan shall be deemed continuous with previous coverage pursuant to paragraphs (B)(2) or (3) of this section only if the effective date of the Participant's Plan

coverage is not more than thirty (30) days after the termination date of the Participant's previous coverage.

- D. If a Participant's coverage under the Plan is terminated effective a certain date and is subsequently reinstated effective at a later date, the Participant's Retroactive Date following reinstatement shall be changed to the effective date of reinstatement.

Section 10. CERTIFICATE OF PARTICIPATION.

- A. Upon approval of any group or individual application for participation, the Enrollment Administrator shall provide to the group or individual the following:
 - 1. A certificate of participation showing:
 - a. the identity and address of the enrolling group or individual;
 - b. any applicable deductibles;
 - c. the name of each Participant;
 - d. the Retroactive Date, applicable to each Participant;
 - e. the amount of the annual participation fee applicable to each Participant;
 - f. the dates on which participation takes effect and is scheduled to terminate for each Participant; and
 - 2. A copy of the current Plan Description.
- B. Each Participant shall be issued a participation identification card, which shall contain such information as Legal Plan, Inc. shall determine from time to time. The Enrollment Administrator shall issue the identification card no later than thirty (30) days after the Participant's effective date of coverage and shall distribute it to the individual Participant or, in the case of a group, to the group for distribution to each Participant.

Section 11. PLAN COVERAGES – COVERAGE OPTIONS.

- A. The Plan shall be offered with the following coverage options:
 - Full Coverage – Coverages A, B, and C
 - Two Coverages – Coverages B and C
- B. Rates for groups may vary from rates for individual Participants, as established by the Board from time to time.

Section 12. PARTICIPATION FEES – TERMINATION FOR NON-PAYMENT – DEDUCTIBLES.

- A. Applicable participation fees must be timely paid in order for a Participant to be entitled to benefits under the Plan. Participation fees shall be as set forth in the attached Participation Fees Schedule, as supplemented, modified or amended from time to time by the Board.
- B. Participation fees shall be payable on an annual basis and such additional bases as the Board shall prescribe from time to time. The initial participation fee payment shall be submitted with the application. Thereafter participation fees shall be paid on or before any scheduled due date in the amounts billed by the Enrollment Administrator. Bills shall be mailed at least thirty (30) and not more than sixty (60) days prior to the applicable due date.
- C. If any payment is not timely made as required in subsection B of this section, the payment shall be delinquent and participation in the Plan shall cease effective as of 12:01 a.m. on the day after the applicable due date. If all delinquent amounts are received by the Enrollment Administrator within thirty (30) days following the due date, participation shall be reinstated automatically, retroactive to the day after the due date; provided, however, that coverage of claims arising during the thirty (30) day reinstatement period of any delinquent payment may be denied following automatic reinstatement, in the Board's discretion. If any payment is delinquent thirty-one (31) days or more, participation shall be deemed to have terminated effective as of 12:01 a.m. on the day after the applicable due date, and reapplication shall be required.
- D. Groups may request and the Board may provide for deductibles with respect to any coverage. A participation fee reduction may be adopted in each such instance in an amount determined by the Board. Any such deductibles shall be in addition to any deductible applicable to the use of a Non-Plan Attorney.

Section 13. TERMINATION OF PARTICIPATION AND OF ENTITLEMENT TO BENEFITS.

- A. Except as provided otherwise in subsection B of this section, a Participant's participation in and entitlement to benefits under the Plan shall automatically terminate upon:
 - 1. non-payment of participation fees when due;
 - 2. voluntary withdrawal from participation;
 - 3. termination of the Participant's law enforcement Employment, either voluntary, involuntary or by retirement pursuant to the retirement rules of the Participant's employer;
or
 - 4. termination of the Participant's membership in the FOP while the Participant remains employed as a law enforcement officer.

- B. Termination shall not affect any right to benefits which has accrued prior to the date of termination or during any applicable Extended Reporting Period.

Section 14. COVERAGES.

- A. Subject to the exclusions in Section 16, any applicable limits of liability specified in this Plan Description, and any coverage limitations or deductibles stated in this Plan Description or the certificate of participation, the Plan shall reimburse and pay on behalf of a Participant reasonable and necessary Legal Defense Costs which the Participant is legally obligated to pay under the following coverages:

- 1. Coverage A: Legal defense or, subject to the absolute discretion of the Benefit Administrator and the Board, other appropriate legal challenge to adverse administrative discipline or sanction based on the Participant's individual conduct or misconduct in the scope of employment:
 - a. involving salary, dismissal, change of assignment, demotion, leave of absence, resignation or other professional rights, duties or responsibilities as determined by the Board, where such discipline or sanction arises directly out of the Participant's activities in the scope of employment; or
 - b. involving the issuance, suspension, cancellation or revocation of any credential, certification or license issued by federal, state or local authorities, which credential the Participant is required to have in the scope of employment;
- 2. Coverage B: Legal defense of a civil action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of employment; provided, coverage does not extend to counterclaims or cross claims in actions brought by a Participant, unless the Board approves otherwise; and
- 3. Coverage C: Legal defense of a criminal action or proceeding brought against a Participant, arising directly out of the Participant's activities in the scope of employment, including grand jury proceedings.

The Plan is excess. For example, if your employer defends you in a lawsuit, the Plan will not provide an additional lawyer. If your employer refuses to defend you, the Plan will pay to defend you.

- B. Coverage A shall extend to off-duty occurrences which give rise to administrative discipline or sanction. No additional fee shall be charged for this extension of coverage. Such off-duty supplement to Coverage A is subject to all terms and conditions of that coverage; provided that the benefit is limited to \$5,000 per occurrence. As used in this subsection, "off-duty" means conduct not "in the scope of employment" as defined in this Plan Description.

Section 15. CLAIMS-MADE COVERAGE – DATES – EXTENDED REPORTING PERIOD.

- A. Except as provided in subsection B of this section, this Plan applies only to claims that are first made to the Participant and reported to the Plan on or after the Participant's Retroactive Date, and on or before the date of termination of the applicable coverage with respect to that Participant. In addition, the claim must arise out of an occurrence, acts or events commencing between the same dates. For purposes of determining the respective dates on which a claim is made and reported:
1. a claim shall be deemed made to the Participant when the Participant is first notified by any person of information suggesting the possibility of a claim;
 2. a claim shall be deemed reported to the Plan when Notice of such claim is first received by the Benefit Administrator; and
 3. all claims by a Participant arising out of the same occurrence, acts or events shall be deemed made and reported on the respective dates the first claim is made to the Participant and reported to the Plan.
- B. Claims first reported during an Extended Reporting Period shall be covered only as described in this subsection.
1. An Extended Reporting Period applies only if:
 - a. a Participant's coverage is canceled or terminates other than because a Participant's membership in the FOP is terminated or suspended; or
 - b. the Plan renews or replaces the applicable certificate of participation with a new plan that:
 1. has a retroactive date later than the Participant's Retroactive Date under this Plan; or
 2. does not apply on a claims-made basis.
 2. The Extended Reporting Period commences on the date a Participant's applicable coverage terminates, and extends:
 - a. five (5) years for any claim arising out of a covered occurrence which took place prior to termination, if such occurrence is reported to the Plan not later than one hundred twenty (120) days after the date of termination; or
 - b. one hundred twenty (120) days for all other claims.

3. The Extended Reporting Period applies only to claims for occurrences, acts or events that commence after the Participant's Retroactive Date, and on or before the date of termination of the applicable coverage with respect to that Participant.
4. If the Extended Reporting Period applies, covered claims which are first reported during the Extended Reporting Period shall be deemed made on the last day before the applicable date of termination.
5. The Extended Reporting Period does not reinstate or increase the limits of liability applicable to any claim.

Section 16. EXCLUSIONS – PLAN IS EXCESS.

- A. The coverages and benefits provided under the Plan do not apply to:
 1. claims for occurrences involving activities not in the scope of employment except as provided in subsection B of Section 14;
 2. claims relating to a collective bargaining agreement (other than grievances arising from disciplinary action against a particular individual Participant), workers' compensation, occupational health and safety, unemployment compensation, disability benefits, or similar laws or programs;
 3. payment or indemnification for any loss incurred, including but not limited to loss incurred as a result of any administrative proceeding, action, judgment, award, settlement, fine or penalty of any kind;
 4. claims or matters for which legal defense is available, under your employer's motor vehicle liability insurance policy or any other plan or insurance, as provided in subsection B of this section;
 5. lawsuits which do not arise directly from alleged acts or omissions of the Participant in the scope of employment;
 6. attempts to obtain, protest, preserve or set aside pension or retirement benefits or benefit determinations, including disability retirement benefits, or decisions relating to any of these, under any federal, state or local government system;
 7. the cost of bail bonds, appeal bonds or other bonds; and
 8. as otherwise excluded or limited by this Plan Description.
- B. If any other valid and collectible plan or insurance is obligated to cover and/or is available to the Participant for claims otherwise covered under this Plan, then the coverage provided under such other plan or insurance shall be primary coverage. Coverage under this Plan

shall apply only in excess of every other plan or insurance, and shall not be considered as “additional insurance” or contribute with such other plan or insurance in any way except to provide excess coverage after the available limits of all such other plans or insurance have been exhausted.

As used in this section, the term “other plan or insurance” includes but is not limited to insurance or self-insurance coverage or benefits provided by or through a Participant’s employer, other groups or associations; insurance coverage or benefits covering and/or provided by a Participant; coverage or benefits provided by self-insurance, trusts, pools, risk retention groups or captive insurance companies; any other insurance or self-insurance plan or agreement of risk assumption; and any obligation to defend, pay or indemnify under any statute, ordinance, regulation or agreement.

Prior to seeking benefits under the Plan, the Participant agrees to:

1. submit any and all claims otherwise covered by the Plan to all such other plans or insurance and, if requested by Legal Plan, Inc., to undertake and pursue such coverage claims. The Participant’s obligation under this paragraph shall exist regardless of whether the claim against the Participant is brought in the Participant’s official capacity, individually or is a claim for punitive damages;
2. execute and deliver instruments and other documents and do whatever else is necessary to pursue such coverage claims; and
3. do nothing to prejudice the rights of Legal Plan, Inc. to recover money or benefits due the Participant in connection with such coverage claims. Legal Plan, Inc. shall pay all expense for the pursuit of such coverage claims, and reserves the right to assume the legal representation of the Participant for that purpose.

Section 17. BENEFITS – SALARY REIMBURSEMENT OPTION – DEDUCTIBLES – TEMPORARY AND PROBATIONARY EMPLOYEES.

- A. Plan Attorney Benefits. Subject to subsections C, D, E, and F, Legal Services are covered in full when a Participant uses a Plan Attorney; provided that claims under the off-duty administrative coverage pursuant to subsection B of Section 14 are subject to a limit of \$5,000 per occurrence.

Reimbursable Costs are also covered in full; provided that expenses for expert witnesses, investigators and transcripts must be approved in advance by the Benefit Administrator.

- B. Non-Plan Attorney Benefits. Subject to subsections C, D, E and F, Legal Services are covered up to the following limits and subject to the stated deductible per claim when using a Non-Plan Attorney:

Coverage A:	All Services except off-duty	\$9,000
	Off-duty	\$5,000
Coverage B:	All services except trial	\$9,500
	Trial	\$9,500
Coverage C:	All services except trial	
	and grand jury	\$9,500
	Trial	\$9,500
	Advice and consultation for	
	grand jury hearing	\$2,500
Deductible		\$250

Reimbursable Costs are covered up to a maximum limit per claim of \$1,000 when using a Non-Plan Attorney.

The Plan Reserves the right to refuse to make direct benefit payments to a Non-Plan Attorney who has, in dealings with the Plan, refused or neglected to provide reports and billings in accordance with Plan requirements and/or has tendered bills for hours in excess of the usual and customary amount for similar representation in the geographic area. If the Plan refuses to make direct payment, the Plan shall reimburse the Participant in the usual and customary amount applicable to the representation. Such payment shall relieve the Plan of any obligation to the Non-Plan Attorney and the Participant for that representation.

- C. Deductibles. If a deductible applies, the Plan's obligation to pay benefits applies only to Legal Defense Costs in excess of any applicable deductible(s) unless deductibles are paid to the Plan as provided in this subsection. Deductibles apply to all Legal Defense Costs sustained as the result of any one claim. The Benefit Administrator may require proof of payment or require payment to the Plan of deductibles before the Plan pays benefits.
- D. Salary Reimbursement Option. In lieu of Legal Defense Costs, Participants whose claims involve suspension or other discipline resulting in salary loss may elect to receive reimbursement of up to three days' actual salary loss or \$500, whichever is less. The salary loss must result directly from the matters at issue in the claim, as determined by the Benefit Administrator. Salary loss shall be calculated at the Participants' regular basic salary rate excluding the value of overtime, perquisites (such as use of a vehicle or other equipment, etc.) and employment benefits, as determined by the Benefit Administrator. The election may not be rescinded or reversed with respect to the claim or other related claims after the reimbursement benefit is paid. This option is not subject to any deductible which would otherwise apply. This option may not be elected nor may benefits be paid for more than one occurrence taking place in any one-year period of time, except as the Board in its discretion may approve otherwise. The Participant has the duty to provide satisfactory proof of salary

and actual salary loss. The right to elect this option expires 180 days after the first day suspension begins.

- E. Benefit Limit for Termination of Temporary and Probationary Employees. Notwithstanding any other provision of this Plan Description, temporary or probationary employees serving at will who are terminated during or at the end of the temporary employment or probationary period, for any reason or for no stated reason, shall be entitled only to the Legal Defense Costs for one informal *Loudermill* or similar non-adversarial meeting or hearing.
- F. Change of Attorney. The Plan covers Legal Defense Costs of one attorney from commencement to termination of a claim. If the Participant desires to change to a different attorney or to use more than one attorney, the Plan will cover the charges of any such different or additional attorney only if the Benefit Administrator, in its absolute discretion, has determined that there is good cause for doing so and the claimant has agreed to pay the costs, as determined by the Benefit Administrator, of any duplication of services.

Section 18. MISCELLANEOUS TERMS AND CONDITIONS.

- A. Notice of Occurrence. When an occurrence takes place which may result in a claim for benefits, the Participant shall give written or verbal Notice to the Benefit Administrator as soon as practicable. Such Notice shall specify particulars sufficient to identify the Participant, and all reasonably obtainable information respecting the time, place and circumstances of the occurrence. When verbal Notice is given, the Participant shall confirm Notice in writing on the claim form prescribed by the Benefit Administrator.
- B. Assistance and Cooperation of the Participant. The Participant shall assist and cooperate with the Plan toward the resolution of any claim, including assisting with discovery and appearing for depositions, hearings and trial.
- C. Subrogation. In the event of any payment under the Plan, the Plan shall be subrogated, to the extent of the Plan's payment of benefits, to the Participant's right to recover attorney's fees against any person, agency, organization, political subdivision or any other entity. The Participant shall execute and deliver instruments and other documents, cooperate with the Plan in every way, appear for depositions and hearings, and do whatever else is necessary to secure and pursue such rights. The Participant shall do nothing to prejudice such rights.

In the event that subrogation is not permitted or is unavailable for any reason, and the Participant is entitled to receive or receives payment as the result in part of any such right to recover attorney's fees, Legal Plan, Inc. shall have a right of reimbursement for all amounts paid by the Plan on behalf of the Participant, up to the amount of the Participant's Plan benefits.

- D. Changes and Amendments to Plan Only by Written Amendment. Notice to or knowledge possessed by any agent or other person shall not effect a waiver or change in any part of this Plan Description, its attachments or any certificate of participation or estop the Plan from

asserting any right under the terms of same. The terms of this Plan Description, its attachments or any certificate of participation shall not be waived or changed, except by written amendment or endorsement approved by the Board and issued to form a part of same.

E. Cancellation.

1. A certificate of participation may be canceled by a group, or the participation of an individual Participant may be canceled by the Participant, for any reason by:
 - a. surrendering the certificate to the Plan or the Enrollment Administrator; or
 - b. mailing written notice to the Enrollment Administrator stating the date thereafter on which cancellation shall be effective.
2. A certificate of participation, or the participation of an individual Participant, may be canceled by the Plan only for non-payment of participation fees, discontinuation of the Plan or the Participant's ineligibility. Notice shall be given by mailing written Notice to a canceled group or group Participant, or to a canceled individual Participant, at the last-known address, stating the effective date and time of cancellation. The mailing of Notice shall be sufficient proof of notice. The effective date and time of cancellation stated in the Notice shall be the date and time of termination.
3. In-person delivery, telefaxing to the last-known telefax number or e-mailing to the last-known e-mail address of such written Notice of cancellation by a group, the Participant or the Plan shall be equivalent to mailing.
4. If a group cancels a certificate of participation, or an individual Participant cancels participation for any reason other than death, permanent disability or a judgment of incompetency, participation fees shall be deemed earned through the last day of the month in which cancellation is effective. Any prepaid, unearned participation fees in excess of such earned fees shall constitute the refund due the group or individual; provided, if cancellation is effective in any month other than the month of the membership anniversary, an additional amount equal to annual administrative fees incurred by the Plan shall be deducted from the refund. Refunds may be made either on the date cancellation is effective or as soon as practicable.
5. Other than as provided in paragraph 4 of this subsection, any other participation fee adjustment or refund shall be computed pro rata as of the effective date of cancellation.

- F. Nonrenewal. If the Plan declines to renew a group's certificate of participation or coverage of a group Participant, the Plan shall mail or deliver to the group or group Participant at the address shown in the declarations written Notice of the nonrenewal not less than sixty (60) days before the expiration date of the certificate. If the Plan declines to renew coverage of an individual Participant, the Plan shall mail or deliver to the Participant at the Participant's last-known address written Notice of the nonrenewal not less than sixty (60) days before the

expiration of the Participant's coverage. The mailing of Notice shall be sufficient proof of Notice.

- G. Non-Assignment. The interest of any Participant in the Plan and its benefits is not assignable.
- H. Death or Incompetency. If a Participant dies or is adjudged incompetent, the Plan shall terminate on the date of death or incompetency as to that Participant. The Plan shall pay benefits to or on behalf of the Participant's legal representative with respect to covered claims incurred prior to the date of death or incompetency.
- I. Conformity to Statute. Terms of a certificate of participation which are in conflict with applicable statutes are hereby amended to conform to such statutes.

Section 19. PLAN TERRITORY. The benefits afforded by this Plan apply only to Legal Defense Costs for suits, proceedings or criminal actions brought within the United States of America.

Section 20. CHOICE OF COUNSEL. A Participant shall have the right to employ an attorney of his or her choice, subject to the Plan's terms, conditions and applicable coverage limits. The Plan shall have no obligation to designate or recommend attorneys and shall not be a guarantor in any manner of the skill of any attorney, even if the attorney is a Plan Attorney.

Section 21. PLAN'S LIMITED AUTHORITY OVER COUNSEL. Legal Plan, Inc. acting through the Benefit Administrator shall have sole authority to approve, contract with and list Plan Attorneys, and to approve Non-Plan Attorneys as meeting minimum applicable Plan qualifications, to render Legal Services to Participants.

Participants are free to select counsel other than Plan Attorneys. However, the Plan is not obligated to pay for such representation except on the terms and conditions provided in this Plan Description.

Section 22. MINIMUM ATTORNEY QUALIFICATIONS.

- A. No attorney, including a Non-Plan Attorney, shall be engaged by the Plan or compensated by the Plan for services rendered to a Participant unless such attorney has attested in writing to the Plan that the attorney:
 - 1. is properly authorized to practice law in the applicable jurisdiction;
 - 2. accepts the Plan's hourly fee, expense reimbursement and other compensation arrangements; and
 - 3. accepts the Plan's required periodic reporting and billing procedures.

- B. No Plan Attorney shall be compensated by the Plan for Legal Services rendered to a Participant unless the attorney has provided current proof of coverage under a professional legal malpractice liability insurance policy providing coverage limits of at least \$100,000 per claim/\$300,000 aggregate, or such higher limits as the Benefit Administrator may deem necessary with respect to a particular representation.
- C. Each Plan Attorney shall disclose in writing the following information:
 - 1. all attorney disciplinary proceedings to which the attorney or the attorney's firm are currently subject, or state that there are none;
 - 2. all legal actions alleging legal malpractice to which the attorney or the attorney's firm are currently subject, or state that there are none;
 - 3. all rulings by attorney disciplinary authorities or courts during the preceding five years which resulted in sanctions, including formal and informal reprimands, against the attorney or any firm with which the attorney was associated at the time sanctions were imposed, or state that there are none; and
 - 4. all legal actions during the preceding five years in which the attorney or any firm with which the attorney was associated was adjudged guilty of or liable for legal malpractice, or state that there are none.
- D. Each Plan Attorney shall agree to give written notice to the Benefit Administrator within ten (10) days following the initiation of any attorney disciplinary proceedings or legal actions alleging legal malpractice, which proceedings or actions involve the attorney or the attorney's firm.
- E. Each Plan Attorney shall agree to abide by the Plan's detailed attorney guidelines.
- F. No attorney shall be approved or included on the list of Plan Attorneys until such attorney has complied with subsections A, B, C, D and E of this section. No attorney shall be approved or included on the list of Plan Attorneys if the Board disapproves the attorney's inclusion on the list.
- G. The Board may remove Plan Attorneys from their status as Plan Attorneys at any time with or without cause. Removal shall apply to all claims reported to and accepted by the Plan on and after the effective date of removal.

Section 23. ATTORNEYS NOT PLAN EMPLOYEES OR AGENTS. Attorneys performing Legal Services for Participants under the terms of this Plan are not agents or employees of the Plan. Any attorney rendering Legal Services to Participants under the Plan shall maintain the attorney-client relationship with the Participant and is solely responsible to the Participant for all Legal Services provided. The Plan shall not interfere with or have the right to control performance of the attorney's duties. Information which the attorney receives from the Participant incidental to the attorney-client relationship

shall be confidential and, except for use incidental to the administration of the Plan, shall not be disclosed without the Participant's consent.

Section 24. INTERPRETATION OF THE PLAN. The construction and interpretation of Plan provisions are vested with the Board in its absolute discretion, including but not limited to the determination of facts, coverage, benefits, eligibility and all other Plan provisions. The Board and the Plan shall endeavor to act, whether by general rules or by particular decisions, so as to treat all persons in similar circumstances without discrimination with respect to race, color, religion, creed, national origin or sex. The Board's constructions, interpretations, determinations and decisions shall be final, conclusive and binding upon all persons having an interest in the Plan.

Section 25. CLAIMS REPORTING AND APPEALS PROCEDURES.

A. A Participant shall promptly notify the Benefit Administrator of:

1. any occurrence the Participant has reason to believe may result in a claim for benefits;
2. any communication the Participant receives concerning a pending or threatened claim, action or proceeding which may result in a claim for benefits; and
3. any claim for benefits.

Notice must be confirmed in writing on a prescribed claim form provided by the Benefit Administrator.

B. The Benefit Administrator shall make a decision on any claim for benefits promptly, and not later than ninety (90) days after the Benefit Administrator's receipt of the claim, unless the Benefit Administrator determines special circumstances require an extension of the time for processing. In that case the Benefit Administrator shall notify the claimant in writing or electronically of an extension, not to exceed ninety (90) days, stating the special circumstances and the date by which a decision will be made. If the Benefit Administrator denies a claim, in whole or in part, the Benefit Administrator shall send the Participant a written or electronic notice, prepared in a manner calculated to be understood by the Participant, setting forth:

1. the specific reasons for the denial;
2. specific reference to pertinent Plan provisions on which the denial is based;
3. if applicable, a description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why such material or information is necessary; and
4. an explanation of the Plan's review and appeal procedure, the time limits applicable to such procedure, and a statement that the claimant has a right to bring a civil action under

Section 502(a) of the federal Employment Retirement Income Security Act ("ERISA") following an adverse benefits decision or review.

- C. Within sixty (60) days of the date upon which a Participant is first notified of any decision by the Benefit Administrator to deny the Participant's claim in whole or in part, the Participant may appeal the Benefit Administrator's decision by submitting a written appeal to the Board. As part of the appeal procedure:
1. Participants shall have the opportunity to submit written comments, documents, records and other information relating to their claims;
 2. Participants shall be provided upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to their claims; and
 3. All comments, documents, records and other information which the claimant submits shall be taken account of in the claim review, regardless of whether such information was submitted or considered in the initial benefit determination.

The Board shall notify the Participant through the Benefit Administrator of its decision in writing or electronically within sixty (60) days of its receipt of the appeal, unless the Benefit Administrator determines special circumstances require an extension. In that case the Benefit Administrator shall notify the claimant in writing or electronically of an extension, not to exceed sixty (60) days, stating the special circumstances and the date by which a decision will be made. The Board's decision shall state specific reasons for the decision with references to pertinent Plan provisions and shall state the claimant has the right to be provided upon request and free of charge reasonable access to and copies of all documents, records and other information relevant to the claim and has the right to bring a civil action as specified to paragraph B(4) of this section. The decision of the Board on appeal shall be final, and shall not be subject to further appeal or review.

Section 26. SEVERABILITY. If any provision of this Plan Description or attachments is found to be invalid, unlawful or unenforceable, all other provisions shall remain in full force and effect.

Section 27. ERISA RIGHTS.

- A. This Plan Description constitutes the summary Plan Description for purposes of the federal Employment Retirement Income Security Act ("ERISA"). Each Participant shall be entitled to a copy of this summary Plan Description.
- B. Participants in the Plan are entitled to certain rights and protections under ERISA. ERISA provides that all Participants are entitled to:
 1. receive information about the Plan and benefits;

2. examine, without charge, at the Board's office or the Enrollment Administrator's office, all Plan documents, including insurance contracts, and a copy of the latest annual report (Form 5500) filed with the U.S. Department of Labor, which is also available at the Public Disclosure Room of the Employment Benefits Security Administration;
 3. obtain copies upon written request to the Board or Enrollment Administrator of all documents governing the operation of the Plan, including insurance contracts, and copies of the latest summary Plan Description and annual report (Form 5500). The Board and the Enrollment Administrator may make a reasonable charge for the copies; and
 4. receive from the Board a summary of Legal Plan, Inc.'s annual financial report. The Board is required by law to furnish each Participant with a copy of the summary annual report.
- C. In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Participants and beneficiaries. No one may fire you or otherwise discriminate against you in any way for purposes of preventing you from obtaining a benefit or exercising your rights under ERISA.

If you make a claim for benefits which is denied or ignored in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

There are steps you can take to enforce your rights under ERISA. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in Federal court. In such a case, unless the materials were not sent because of reasons beyond the Plan's control, the court may require the Board or other Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court.

If Plan fiduciaries misuse Legal Plan, Inc.'s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor or file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose (for example, if the court finds that the claim is frivolous), the court may order you to pay these costs and fees.

If you have any questions about the Plan, you should contact the Board or the Administrators.

If you have any questions about this statement or your rights under ERISA or need assistance in obtaining documents from the Board or Plan Administrators, you should contact

Employer Identification
Number of Plan Sponsor: 31-1439914

Plan Number: 501

Plan Year Ends: April 30th of each year

Plan Records/Basis kept: Fiscal Year (May 1 - April 30)

PARTICIPATION FEES SCHEDULE

Groups:

Full Coverage (including administrative off-duty)	\$240.00
Two Coverages – civil and criminal	\$60.00

Individuals:

Full Coverage (including administrative off-duty)	\$258.00
Two Coverages – civil and criminal	\$64.00

Note: These fees may be modified in the event optional deductibles are approved, as provided in the Plan Description.

Coverage for private university/college, private railway or Native American tribal law enforcement personnel does not include coverage for civil lawsuits.