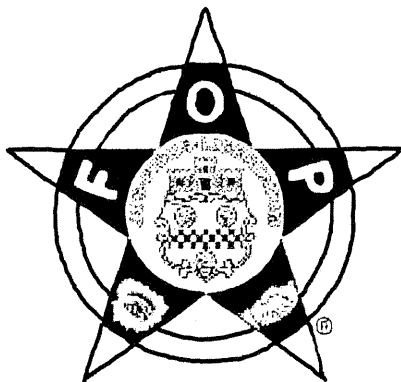


# The Fraternal Order of Police Legal Plan, Inc.



## LEOSA (HR-218) LEGAL DEFENSE PLAN PLAN DESCRIPTION *(LEOSA COVERAGE ONLY)*

(As adopted effective September 1, 2006)

Legal Plan Enrollment administered by Hylant Group, Inc. on behalf of  
the Fraternal Order of Police – Legal Plan, Inc.



**FOP HR-218**  
**Federal Law Enforcement Officers Safety Act of 2004**  
**Legal Defense Coverage Application**

Please complete fully and accurately.

First Name _____	MI _____	Last Name _____
Address _____		City _____ State _____ Zip _____
Phone _____		Social Security No. _____ - ____ - ____
Date of Birth _____		FOP ID #: _____
FOP Lodge Name and No. _____		

Employment Status:      ☐ Active      ☐ Retired

**Annual Rate: \$50.00**

**If paying by check, make payable to: FOP Legal Plan, Inc.**

Remit to:      FOP Legal Plan, Inc.  
                 c/o Hylant Group, Inc.  
                 P.O. Box 1687  
                 Toledo, OH 43603  
                 Questions: **Call 1-800-341-6038**

**Credit Card Payment** :    ☐ Visa    ☐ MasterCard

Card Holder Name \_\_\_\_\_  
Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

☐ By checking this box we will automatically renew your policy and deduct payment from your account unless otherwise notified.

**Note: Coverage effective dates are the first of every month. Completed applications and payment must be received by Hylant Group on or before the last business day of any month for coverage to start the 1st day of the following month. Applications not fully and accurately completed may result in ineligibility for, and non-payment of benefits.**

**You must be an FOP member in good standing to participate and be eligible for 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 payment of benefits.**

**By signing below you are certifying that you meet all of the requirements set forth in LEOSA. If you are currently employed as a law enforcement officer by a governmental agency, LEOSA requires, among other things, that you must have powers of arrest, be authorized by the agency to carry a firearm and have met all agency standards to qualify in the use of a firearm. If you are retired as a law enforcement officer from a public agency, LEOSA requires, among other things, that you must have had powers of arrest while employed, must have retired in good standing after a minimum of 15 years of service (or have a duty disability), and **MUST HAVE BEEN ISSUED A CERTIFICATION BY YOUR STATE DURING THE MOST RECENT 12 MONTHS** stating that you meet state standards applicable to active law enforcement officers for carrying firearms. Not fulfilling these requirements and others set forth by LEOSA will result in no coverage.**

Signature \_\_\_\_\_

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**PLAN DESCRIPTION**  
**(LEOSA COVERAGE ONLY)**

The LEOSA (H.R. 218) Plan is established and operated by Legal Plan, Inc. as sponsor for the purpose of paying Legal Defense Costs for covered LEOSA claims, on the terms and conditions specified in this Plan Description (LEOSA Coverage Only). Legal Plan, Inc. also sponsors a plan offering full coverage options, as described in 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. "LEOSA" means the federal Law Enforcement Officers Safety Act of 2004 (H.R. 218);
- E. "LEOSA Plan" means the benefit plan sponsored by Legal Plan, Inc. providing coverage under LEOSA as set forth in this Plan Description, as amended from time to time;
- F. "Participant" means an active or retired member of the FOP who is eligible and has been accepted for participation in the LEOSA Plan, and who has paid all applicable participation fees due, as provided in this Plan Description;
- G. "Legal Defense Costs" means expenses a Participant has incurred for Legal Services, not to exceed the applicable limits of the LEOSA Plan's liability;
- H. "Legal Services" includes advice, consultation and representation rendered by a properly 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, except as limited or excluded in this LEOSA Plan Description;
- I. "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 within thirty (30) days to be effective; and
- J. "LEOSA Plan Attorney" means an attorney with whom the LEOSA Plan has contracted to perform Legal services for Participants, whose name appears on the list of such attorneys, as provided in Section 22.

Section 2. ELIGIBILITY. All active and retired FOP members in good standing are eligible to participate in the LEOSA Plan and receive benefits; provided that, only persons who fully satisfy all LEOSA requirements for “qualified law enforcement officers” or “qualified retired law enforcement officers” are eligible to participate and receive benefits. Eligibility must exist on the date of any occurrence giving rise to a claim in order to qualify for benefits. The Administrators shall make reasonable efforts to ensure that all Participants are active or retired FOP members and otherwise eligible before enrolling them or paying benefits.

Section 3. PREREQUISITES FOR PARTICIPATION. Participation in and the right to benefits under the LEOSA Plan are contingent upon approval by the Enrollment Administrator of an application to participate and payment to the Enrollment Administrator of applicable participation fees.

Section 4. APPLICATION FOR COVERAGE. Applications for participation shall be submitted to the Enrollment Administrator on a standard form provided by the LEOSA Plan. Applications not fully and accurately completed may result in noncoverage and nonpayment of benefits.

Section 5. COVERAGE EFFECTIVE DATE. The effective date of LEOSA Plan coverage for any Participant shall be the first day of the month following the month in which the Enrollment Administrator approves the application and receives applicable participation fees for that Participant.

Section 6. COVERAGES. Subject to the exclusions, applicable limits of liability and coverage limitations stated in this Plan Description, the Plan shall reimburse and pay on behalf of a Participant reasonable and necessary Legal Defense Costs which the Participant is obligated to pay for the legally authorized use of a weapon pursuant to and in accordance with LEOSA in the protection of persons and/or property, under the following coverages:

1. Coverage A: Legal defense of a civil action or proceeding brought against a Participant; provided, coverage does not extend to counterclaims or crossclaims in actions brought by a Participant, unless the Board approves otherwise; and
2. Coverage B: Legal defense of a criminal action or proceeding brought against a Participant, including grand jury proceedings.

Section 7. BENEFITS—LIMITS OF LIABILITY. Reasonable and necessary Legal Defense Costs are covered up to an annual aggregate limit of \$15,000 for all claims arising out of all occurrences commencing in any one-year period. No more than \$15,000 total will be paid for all occurrences in any one-year period regardless of when claims are reported.

Section 8. EXCLUSIONS. The coverage and benefits provided under the LEOSA Plan do not apply to:

1. the cost of bail bonds, appeal bonds or other bonds;

2. the payment or indemnification for any loss incurred by or damages awarded to any person, nor to the satisfaction of any judgment, settlement, fine or penalty of any kind;
3. any claim arising out of events commencing prior to the effective date or after the termination of the Participant's coverage under the Plan;
4. any claim arising out of events to which LEOSA does not apply for any reason;
5. any claim arising out of events occurring during any period of time during which the claimant is not eligible for coverage under the terms of this Plan Description;
6. any claim for which benefits and/or legal defense are available from or provided by others, including but not limited to insurance, self-insurance or other sources, as provided in Section 17;
7. use or carrying of a weapon for sport;
8. use or carrying of a weapon as an owner, employee, independent contractor, volunteer, servant or agent in connection with private security services;
9. any claim of which Notice to the Benefit Administrator is reported more than one hundred twenty (120) days after coverage has terminated; or
10. any claim arising out of occurrences, actions or proceedings taking place outside the territorial boundaries of the United States of America, or in connection with military service in the United States or abroad.

Section 9. PROMPT NOTICE OF OCCURRENCE. When an occurrence takes place that may result or has resulted 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 within thirty (30) days on the claim form prescribed by the Benefit Administrator.

Section 10. PLAN SPONSOR AND ADMINISTRATION. Legal Plan, Inc., a not-for-profit corporation incorporated under the laws of Ohio, is the LEOSA Plan sponsor, and shall manage and direct the administration of the LEOSA Plan through the 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 referred to herein as the "Administrators") whose duties on behalf of the LEOSA 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

B. Benefit Administrator. The Benefit Administrator shall:

1. approve and contract for Plan Attorneys, paralegals and other necessary persons to provide Legal Services;
2. approve Non-Plan Attorneys as meeting the applicable minimum requirements specified in this Plan Description; the Benefit Administrator shall give written notice to Participant's who elect to use Non-Plan Attorneys stating the lack of malpractice insurance requirements, and shall require the Participant to return a signed copy of the notice acknowledging 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:

Keenan & Associates, Inc.  
P.O. Box 14590  
Albuquerque, NM 87191-4590  
Telephone: 1-866-920-6600  
FAX: 1-505-293-6400

Section 11. FINANCIAL. The LEOSA 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 projected amounts 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 Legal Plan, Inc.'s fund or funds, and 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 Legal Plan, Inc. and any collectible insurance.

Section 12. CHANGES TO LEOSA PLAN. The Board may modify, amend or terminate the LEOSA 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 13. RETROACTIVE COVERAGE DATE. Coverage extends and is limited to occurrences commencing on or after the initial effective date of coverage under the LEOSA Plan; provided that, if coverage terminates and is subsequently reinitiated after a break in coverage, the retroactive date shall be the new effective date of coverage after the break.

Section 14. PARTICIPATION FEES PAYABLE ANNUALLY—TERMINATION FOR NON-PAYMENT.

A. Applicable participation fees must be timely paid in order for a Participant to be entitled to benefits under the LEOSA 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 only on an annual basis in advance. The initial participation fee payment shall be submitted with the application. Thereafter annual 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) days 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 LEOSA 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 without break in coverage. 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 re-application shall be required. Reinstatement shall not be effective prior to one hundred eighty (180) days after the date of the termination for non-payment, subject to the Enrollment Administrator's discretion and the Board's review.

Section 15. 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 LEOSA Plan shall automatically terminate upon:

1. non-payment of participation fees when due;
2. voluntary withdrawal from participation;
3. termination of the Participant's membership in good standing in the FOP; or
4. failure to fully satisfy all requirements under LEOSA.

B. Termination shall not affect any right to benefits which has accrued prior to the date of termination.

Section 16. CLAIMS-MADE COVERAGE-DATES. This LEOSA Plan applies only to claims that are first made to the Participant and reported to the LEOSA Plan on or after the Participant's retroactive coverage date (Section 13), and on or before one hundred twenty (120) days after the date of termination of the LEOSA Plan coverage with respect to that Participant. In addition, the claim must arise out of an occurrence, actions or events first commencing between the retroactive coverage date and the date of termination. 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 LEOSA 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, actions or events shall be deemed made and reported on the respective dates the first claim is made to the Participant and reported to the LEOSA Plan.

Section 17. OTHER PLAN OR INSURANCE-PLAN IS EXCESS. If any other valid and collectible plan or insurance is obligated to cover and/or available to the Participant for claims otherwise covered under this LEOSA Plan, then the coverage provided under such other plan or insurance shall be primary coverage. Coverage under this LEOSA 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, 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 LEOSA Plan, the Participant agrees to:

A. submit any and all claims otherwise covered by the LEOSA Plan to all such other plans or insurance and, if requested by Legal Plan, Inc., to undertake and pursue such coverage. The Participant's obligation under this subsection shall exist regardless of whether the claim against the Participant is brought in the Participant's official capacity and/or individually, or includes a claim for punitive damages;

B. execute and deliver instruments and other documents and do whatever else is necessary to pursue such coverage; and

C. do nothing to prejudice the rights of Legal Plan, Inc. to recover money or benefits due the Participant in connection with such coverage. Legal Plan, Inc. shall pay all expense for the pursuit of such coverage, and reserves the right to assume the legal representation and pursue any claim for coverage through all legal means and remedies available to the Participant.

#### Section 18. MISCELLANEOUS TERMS AND CONDITIONS.

A. Assistance and Cooperation of the Participant. The Participant shall assist and cooperate with the LEOSA Plan toward the resolution of any claim, including assisting with discovery and appearing for depositions, hearings and trial.

B. Subrogation. In the event of any payment under the LEOSA Plan, the LEOSA Plan shall be subrogated to the extent of payment to the Participant's right of recovery of 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 LEOSA 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 unavailable for any reason, and the Participant is entitled to receive or receives payment as the result of any right of recovery of attorney's fees, Legal Plan, Inc. shall have a right of reimbursement for all amounts paid by the LEOSA Plan on behalf of the Participant, up to the amount of the Participant's LEOSA Plan benefits.

C. 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 a change in any part of this LEOSA Plan Description, or prevent the LEOSA Plan from asserting any rights or defenses under the Plan Description's terms. The terms of this LEOSA Plan Description, shall not be waived or changed except by written amendment or endorsement duly approved and adopted by the Board and issued to form a part of the LEOSA Plan.

D. Cancellation.

1. A Participant may cancel participation for any reason by mailing written notice to the Enrollment Administrator stating the date thereafter on which cancellation shall be effective.
2. The participation of an individual Participant may be canceled by the LEOSA Plan for non-payment of participation fees, discontinuation of the LEOSA Plan, the Participant's ineligibility or repeated occurrences giving rise to claims. Notice shall be given by mailing to the Participant, at his or her last known address, written notice stating the effective date and time of cancellation.
3. Personal or electronic delivery of such written notice of cancellation either by the Participant or by the LEOSA Plan shall be equivalent to mailing.
4. If an individual Participant cancels participation for any reason other than death, permanent disability or adjudgment of incompetency, no portion of participation fees shall be refundable, such fees being deemed fully earned on the first day coverage commences.
5. Other than as provided in paragraph 4 of this subsection, any other participation fee adjustment or refund as a result of cancellation shall be computed *pro rata* as of the effective date of cancellation.

E. Nonrenewal. If the LEOSA Plan declines to renew coverage of an individual Participant, the LEOSA 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 or delivery of Notice shall be sufficient proof of Notice.

F. Non-Assignment of Benefits. The interest of any Participant in the LEOSA Plan and its benefits is not assignable.

G. Death or Incompetency. If a Participant dies, becomes permanently disabled or is adjudged incompetent, the LEOSA Plan shall terminate on the date of death, permanent disability or incompetency. The LEOSA Plan shall pay benefits to or on behalf of

the Participant's legal representatives with respect to covered claims incurred prior to the date of death, permanent disability or incompetency.

H. Conformity to Statute. Terms of this Plan Description which are in conflict with applicable statutes or other law are hereby amended to conform to such statutes or other law.

Section 19. PLAN TERRITORY. The benefits afforded by this LEOSA Plan apply only to Legal Defense Costs for occurrences taking place and suits, proceedings or criminal actions brought within the territorial boundaries of 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 LEOSA 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 LEOSA Plan Attorney.

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

Participants are free to select counsel who meet the Plan's minimum attorney qualifications other than LEOSA Plan Attorneys. However, the LEOSA Plan is not obligated to pay for such representation except on the terms and conditions provided in this LEOSA Plan Description.

Section 22. MINIMUM ATTORNEY QUALIFICATIONS.

A. No attorney, including a non-Plan Attorney, shall be compensated by the LEOSA Plan for services rendered to a Participant unless such attorney has attested in writing to the LEOSA Plan that the attorney:

1. is properly authorized to practice law in the applicable jurisdiction;
2. accepts the LEOSA Plan's hourly fee, expense reimbursement and other compensation arrangements;
3. accepts the LEOSA Plan's required periodic reporting and billing procedures; and
4. agrees to abide by the LEOSA Plan's attorney guidelines.

B. No LEOSA Plan Attorney shall be compensated by the LEOSA 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 LEOSA 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 LEOSA 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 LEOSA Plan Attorney shall agree to abide by the LEOSA Plan's detailed attorney guidelines.

F. No attorney shall be approved or included on the list of LEOSA Plan Attorneys until such attorney has complied with subsections A, B, C, D and E of this section.

Section 23. ATTORNEYS NOT LEOSA PLAN EMPLOYEES OR AGENTS. Attorneys performing Legal Services for Participants are not agents or employees of the LEOSA Plan. Any attorney rendering Legal Services to Participants under the LEOSA Plan shall maintain the attorney-client relationship with the Participant and is solely responsible to the Participant for all Legal Services provided. The LEOSA 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 LEOSA Plan, shall not be disclosed without the Participant's consent.

Section 24. INTERPRETATION OF THE PLAN. The construction and interpretation of LEOSA 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 LEOSA 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 construction, interpretations, determinations and decisions shall be final, conclusive and binding upon all persons having an interest in the LEOSA 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 within thirty (30) days to be effective.

B. The Benefit Administrator shall make a decision on any claim for benefits promptly, and no 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. a 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 LEOSA 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 on 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;
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 in paragraph B(4) of this section. The decision of the Board shall be final, and shall not be subject to further appeal or review.

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

Section 27. ERISA RIGHTS.

A. This LEOSA 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 LEOSA Plan Description.

B. Participants in the LEOSA Plan are entitled to certain rights and protections under ERISA. ERISA provides that all Participants are entitled to:

1. receive information about the LEOSA Plan and benefits;
2. examine, without charge, at the Board's office or the Enrollment Administrator's office, all LEOSA 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 LEOSA Plan, including insurance contracts, and copies of the latest summary LEOSA 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 the 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 LEOSA Plan. The people who operate the LEOSA Plan, called "fiduciaries", have a duty to do so prudently and in the interest of Legal Plan, Inc.'s Participants and their beneficiaries. No one may fire Participants or otherwise discriminate against Participants in any way for purposes of preventing Participants from obtaining a benefit or exercising their rights under ERISA.

If a Participant makes a claim for benefits which is denied in whole or in part, the Participant has 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 Participants can take to enforce their rights under ERISA. For instance, if Participants request materials from the Plan and do not receive them within thirty (30) days, the Participants may file suit in federal court. In such a case, unless the materials were not sent because of reasons beyond the LEOSA Plan's control, the court may require the Board or other Plan Administrator to provide the materials and pay the Participants up to \$110 a day until Participants receive the materials.

If a Participant has a claim for benefits which is denied or ignored, in whole or in part, the Participant may file suit in a state or federal court.

If Plan fiduciaries misuse Legal Plan Inc.'s money or if Participants are discriminated against for asserting their rights, Participants 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 Participants are successful, the court may order the person sued to pay these costs and fees. If Participants lose (for example, if the court finds that the claim is frivolous), it may order Participants to pay these costs and fees.



If you have any questions about the LEOSA Plan, you should contact the Board or the Administrators. If you have any questions about your rights under ERISA or need assistance in obtaining documents from the Administrators, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor listed in your local telephone directory, or:

Division of Technical Assistance  
Employee Benefits Security Administration  
U.S. Department of Labor  
200 Constitution Ave. N.W.  
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Section 28: GENERAL INFORMATION.

Plan Sponsor, Administrator  
and Agent for Service  
of Process:

The Fraternal Order of Police  
Legal Plan, Inc.  
701 Mariott Way  
Nashville, TN 37214

Legal process may also be served on the  
Board

Plan Trustees:

Board of Trustees of the Fraternal Order  
of Police-Legal Plan, Inc.

Robert E. Imborek, President  
5390 72<sup>nd</sup> Ave.  
Schererville, IN 46375

John M. Dineen, Treasurer  
172 W. Kathleen Drive  
Park Ridge, IL 60068

Michael J. Hettich, Secretary  
14423 Old Henry Rd.  
Louisville, KY 40245

Peter Fogarty  
12222 Hubbard Rd.  
Kansas City, KS 66109

Joe Perkins  
11005 E. 95<sup>th</sup> St. N.  
Owasso, OK 74055

Employer Identification  
Number of Plan Sponsor:

31-1439914

Plan Number:

501

Plan Year Ends:

April 30<sup>th</sup> of each year

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

PARTICIPATION FEES SCHEDULE  
(Effective September 1, 2006)

Individuals:

Full Coverage (annual)                      \$50.00