



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

**LEGAL DEFENSE PLAN
PLAN DESCRIPTION**

(Effective May 1, 1998)

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PLAN DESCRIPTION

The Plan is established and operated for the purpose of providing specified legal services to Participants on the terms and conditions specified in this 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 a member of the FOP, or other 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" means advice, consultation or 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, but not including Reimbursable Costs;
- H. "Reimbursable Costs" means witness fees and expenses, expert fees and expenses including consultation, 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 law enforcement agency, whether with or without compensation;

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 within thirty (30) days to be effective;

N. "Retroactive Date" means the date, if any, prior to a Participant's coverage inception date, before which occurrences giving rise to a claim are not covered by the Plan, as stated in the certificate of participation; 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 ADMINISTRATION. Legal Plan, Inc., a not-for-profit corporation incorporated under the laws of Ohio, shall manage and direct the administration of the Plan through its Board and the Board's designated 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-MacLean, 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 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;
3. review, approve or disapprove claims for benefits;
4. administer and pay claims;
5. report and account for receipts and expenditures 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:

Summit Risk Services, Inc.
424 South York Road
Hatboro, PA 19040
1-800-851-9403
Fax: 1-(215)-773-7700

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 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 TO BE PARTICIPANT AND RECEIVE BENEFITS. All active FOP members in good standing are eligible to participate in the Plan and receive benefits. As provided in this Plan Description, public safety employees who are members of a local lodge, state lodge, bargaining unit or state labor council group but who are not active FOP members may be allowed to participate in the Plan as part of the group, in the Board's discretion. The Administrators shall make reasonable efforts to ensure that all Participants are active FOP members or otherwise eligible before enrolling them or paying benefits.

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 members of local lodges, bargaining units or state labor councils (a "group"). A group:

- (a) shall consist of at least fifty (50) active members of a local lodge, state lodge, bargaining unit or state labor council; or
- (b) shall consist of such lesser number of members of any such entity equal to at least 50% of the number of active law enforcement officers in any such entity; and
- (c) under either subparagraph (a) or (b), may include as Participants public safety employees who are members of such entity even though such persons are not active FOP members, if approved by the Board.

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 submitting a group application for participation, the group agrees that it is responsible for and has a fiduciary duty under ERISA to distribute identification cards and summary plan descriptions to each Participant in that group.

Section 8. EFFECTIVE DATE OF COVERAGE. The effective date of Plan coverage for any Participant shall be the first day of the month following the month in which the Enrollment Administrator approves the application for participation and receives applicable participation fees for that Participant.

Section 9. RETROACTIVE DATE. The Retroactive Date, if any, with respect to any Participant shall be the earliest of:

A. the effective date of continuous, uninterrupted participation in the Plan by the Participant; or

B. the effective date of continuous, uninterrupted participation by the Participant:

- 1. in the legal defense insurance plan sponsored and endorsed by the FOP immediately preceding the initial adoption of this Plan; or
- 2. in any other legal defense plan or insurance sponsored by a local or state lodge which plan is discontinued with the intention of transferring covered persons to this Plan; and
- 3. with respect to both paragraphs (1) and (2), the Participant's effective date under this Plan is not more than thirty (30) days after termination of the Participant's coverage under the predecessor legal defense plan or insurance.

Section 10. CERTIFICATE OF PARTICIPATION.

A. Upon approval of any group or individual application for participation, the Enrollment Administrator shall issue to the group or individual a certificate of participation which shall include the following information:

1. the identity and address of the enrolling group or individual;
2. any applicable deductibles;
3. the name and social security number of each Participant;
4. the Retroactive Date, if any, applicable to each Participant;
5. the amount of the annual participation fee applicable to each Participant;
6. the dates on which participation takes effect and is scheduled to terminate for each Participant; and
7. a copy of 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 permanent identification card no later than thirty days after the Participant's effective date of participation 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 OFFERED TOGETHER--EXCEPTION.

A. The Plan shall be offered only as a unit consisting of Coverages A, B and C, except as provided otherwise in this section.

B. Notwithstanding subsection A of this section, the Board may approve limited coverage applications from groups of significant size, provided that:

1. coverage A is not provided alone;
2. the size of the group, in combination with the amount of participation fees to be realized, constitute a financially sound basis for affording limited coverages to the group, in the Board's judgment;
3. each coverage to be eliminated would duplicate an existing benefit provided to a significant percentage of potential Participants in the group;
4. the limitation of coverages is not used primarily as a means of reducing participation fees; and
5. limited coverages are not made available to individual applicants.

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 be 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 applicable the due date, participation shall be reinstated automatically, retroactive to the day after the due date. 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. Reinstatement shall not be effective prior to one hundred eighty (180) days after the date of termination for non-payment, subject to the Enrollment Administrator's discretion and the Board's review.

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 on liability specified in this Plan Description, and to any coverage limitations or deductibles stated in 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 administrative discipline, sanction or proceeding:
 - a. involving salary, dismissal, change of assignment, demotion, promotion, leave of absence, resignation or other professional rights, duties or responsibilities where such discipline, sanction or proceeding 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 crossclaims 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.

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 coverage inception date and before the Participant's date of termination of the applicable coverage. In addition, the claim must arise out of an occurrence commencing between the Participant's Retroactive Date, if any, or coverage inception date, and the Participant's date of termination of the applicable coverage. 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 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 not renewed 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 that commence after the Participant's Retroactive Date, if any, or coverage inception date, and on or before the Participant's applicable date of termination.
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. The coverages and benefits provided under the Plan do not apply to:

- A. claims for occurrences involving activities not in the scope of employment;
- B. claims for which benefits are available under worker's compensation, occupational health and safety, unemployment compensation, disability benefits, or similar laws or programs;

- C. claims for activities while acting as an elected or appointed member of any peer review or similar process;
- D. claims arising out of the actual or alleged transmission of any communicable disease;
- E. payment, or loss incurred as a result, of any administrative proceeding or action, judgment, award, settlement, fine or penalty of any kind;
- F. under Coverage B, any matter for which representation is available under any motor vehicle liability insurance policy or other insurance or self-insurance policy or plan;
- G. law suits which do not arise directly from alleged acts or omissions of the Participant in the scope of employment;
- H. 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; and
- I. the cost of bail bonds, appeal bonds or other bonds.

Section 17. LIMITS OF LIABILITY--DEDUCTIBLES.

A. Plan Attorney. If the Participant uses a Plan Attorney, there is no limit of liability for Legal Services under Coverages A, B or C (including advice and consultation for grand jury hearings). Reimbursable Costs are covered up to a maximum limit per claim of \$2,000 when using a Plan Attorney.

B. Non-Plan Attorney. If the Participant uses a Non-Plan Attorney, the limit of liability for Legal Services under Coverages A, B or C are subject to maximum limits and a deductible per claim as follows:

Coverage A: All services	\$9,000
Coverage B: All services except trial	\$9,500
Trial	\$9,500 @ not more than \$700/day
Coverage C: All services except trial and grand jury	\$9,500
Trial	\$9,500 @ not more than \$700/day
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 of representation in excess of the usual and customary amount for similar representation in the geographic area of representation. 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. The Plan's obligation to pay applies only to the amount of Legal Defense Costs in excess of any applicable deductibles, as stated in the certificate of participation. Deductibles apply to all Legal Defense Costs sustained as the result of any one claim.

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 within thirty (30) days.

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. Other Plan or Insurance--Plan Is Excess. If any other valid and collectable plan or insurance 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 or insurance. 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 and insurance have been exhausted by the payment of claims. 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 provided by a Participant; coverage or benefits provided by self-insurance, trusts, pools, risk retention groups, 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 for coverage and/or reimbursement 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.

D. Subrogation. In the event of any payment under the Plan, the Plan shall be subrogated to the extent of payment to the Participant's right of recovery against any person, agency, organization, political subdivision or any other entity. The Participant shall execute and deliver instruments and papers 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 for any reason, and the Participant is entitled to receive or receives payment as the result of any such right of recovery, the Participant shall reimburse Legal Plan, Inc. for all amounts paid by the Plan on behalf of the Participant, up to the amount which the Participant receives.

E. 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 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.

F. 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 to a canceled group or group Participant at the address shown in the certificate declarations, or to a canceled individual Participant at his or her last-known address, written notice 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. Delivery of such written notice of cancellation either by the Participant or by the Plan shall be equivalent to mailing.
4. If a group cancels a certificate of participation, or an individual Participant cancels participation, participation fees shall be deemed earned through the last day of

the calendar quarter 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. Refunds may be made either on the date cancellation is effective or as soon as practicable thereafter.

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.

G. 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.

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

I. 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 Legal Defense Costs incurred prior to the date of death or incompetency.

J. 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 attorney, including a Non-Plan Attorney, shall be compensated by the Plan for Legal Services rendered to a Participant unless the attorney has provided proof of the attorney's coverage under professional legal malpractice liability insurance of at least \$100,000 per claim and \$300,000 aggregate per policy year, or such greater amount 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 board 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 as, or included on the list of, Plan Attorneys until such attorney has complied with subsections A, B, C, D and E of this section.

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 shall endeavor to act, whether by general rules or by particular decisions, so as to treat all persons in similar circumstances without discrimination. 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 within thirty (30) days to be effective.

B. The Benefit Administrator shall make a decision on any claim for benefits promptly, and not later than sixty (60) days after the Benefit Administrator's receipt of the claim, unless special circumstances require an extension of the time for processing. In such a case, a decision shall be made as soon as possible, but not later than one hundred twenty (120) days after receipt of the claim. If the Benefit Administrator denies a claim, in whole or in part, the Benefit Administrator shall send the Participant and the Board a written 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.

C. Within thirty (30) days of the date upon which a Participant is first notified of any decision by the Benefit Administrator to deny the Participant's claim, the Participant may request reconsideration. The Benefits Administrator shall review the claim within thirty (30) days and

issue a written explanation to the Participant. The Participant may appeal the Benefit Administrator's reconsideration decision by submitting a written appeal to the Board within thirty (30) days of the date of the reconsideration decision. The Board shall notify the Participant of its decision in writing within ninety (90) days of its receipt of the appeal. The Board's decision shall state specific reasons for the decision with references to pertinent Plan provisions. 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 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 and its attachments constitute the summary Plan Description for purposes of ERISA. Each Participant shall be entitled to a copy of the summary Plan Description.

B. Participants are entitled to certain rights and protections under ERISA. All Participants are entitled to:

1. examine, without charge, at the Board's office or the Benefit Administrator's office all Plan documents, including insurance contracts and copies of documents filed by the Plan with the U.S. Department of Labor, such as detailed annual reports and plan descriptions. In addition, Plan documents will be made available at the meeting hall or office of each group which has at least fifty (50) covered Participants;
2. obtain copies of all Plan documents and other Plan information upon written request to the Board or the Benefit Administrator, including the latest summary plan description. The Board and the Benefit Administrator may make a reasonable charge for the copies; and
3. receive from the Board a summary of the Plan's annual financial 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", have a duty to do so prudently and in the interest of 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 must receive a written explanation of the reason for the denial. The Participant has the right to have the Board review and reconsider the claim.

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, Participants 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 responsible persons to provide the materials and pay Participants up to \$100 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 the Plan's money or 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 Participants have any questions about the Plan, they should contact the Board or the Administrators. If Participants have any questions about their rights under ERISA, they should contact the nearest Area Office of the U.S. Labor-Management Administration, Department of Labor.