

LYNDON SOUTHERN INSURANCE COMPANY

a stock company

[Administrative Office: U.S. LawShield 1020 Bay Area Blvd., Suite 220, Houston, TX 77058 (877) 474-7184]
(herein called the Company)

POLICY NUMBER: _____

Insured:

Address:

City:

State:

Zip:

POLICY PERIOD:

Effective: _____ From: _____ at 12: 01 A.M

FIREARMS LEGAL DEFENSE PROGRAM

DECLARATIONS

In consideration of the payment of premiums and subject to all of the terms of this Policy, Lyndon Southern Insurance Company agrees to make available legal services described herein to the person insured hereunder whose name is: _____
(herein called "Member")

The rate of premium of this Policy per month per Member as defined in the Policy is: \$ _____

If the Member chooses to add coverage for their spouse as defined in the Policy, the rate of premium is: \$ _____

If the Member chooses to add coverage for their minor children as defined in the Policy, the rate of premium is: \$ _____

If the Member chooses to add Multi-State Protection as defined in the Policy, the additional rate of premium is: \$ _____

If the Member chooses to add coverage for Hunting Activity, the additional rate of premium is: \$ _____

This Policy is subject to the laws of the jurisdiction that it is issued in.
The coverage afforded to the Member is only with respect to this Policy as indicated herein. The limit of the Company's liability shall be as stated in this Policy.
The provisions in the following pages hereof form a part of this Policy are fully incorporated herein over the signatures appearing below.

EMERGENCY HOTLINE NUMBER: [XXX-XXX-XXXX]

In WITNESS WHEREOF, LYNDON SOUTHERN INSURANCE COMPANY
has caused this Policy to be executed at its Administrative Office in Houston, Texas on the Effective Date of this Policy.



Secretary



President

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MEMBER POLICY FIREARMS LEGAL DEFENSE PROGRAM

In consideration of the payment of premiums and subject to the terms of this Policy, Lyndon Southern Insurance Company agrees to make available legal services described herein.

I. INSURING AGREEMENT

Lyndon Southern Insurance Company will provide legal services to Members and Covered Persons who legally possess a weapon and has a Use of A Weapon as determined herein in defense of themselves, other persons, or property.

Various provisions in this Policy restrict coverage.

Read the entire Policy carefully to determine rights, duties and what is and is not covered.

II. DEFINITIONS

- a. Insurer – Lyndon Southern Insurance Company, [Administrative Office: U.S. LawShield 1020 Bay Area Blvd., Suite 220, Houston, TX 77058 (877) 474-7184]
- b. Application – Means all signed applications for this Policy, including any attachments, addenda and other materials submitted in conjunction with the signed applications(s).
- c. Covered Person – Means spouse and/or minor children with all premiums paid.
- d. Plan Administrator - Business entity appointed by an Insurer to solicit applications, policyholder services and issue policies.
- e. Member – Person who has submitted an Application, been accepted by the Insurer, and has paid all Premiums due.
- f. Premium(s) – The amount paid for this Policy as described on the Declarations Page.
- g. Plan Attorney – A licensed attorney contracted by the Insurer to provide legal services for the Member and Covered Persons under this Policy.
- h. Policy – This agreement detailing the terms and conditions of this contract of insurance, which has entered into between the Insurer and Member.
- i. Use Of A Weapon – Any incident where the Member or Covered Person either discharges or displays a weapon for the purpose of using the weapon to stop a threat. For purposes of this Policy, a weapon is defined as any firearm, including a handgun, electronic weapon or device, tear gas gun, knife or billie, or any other lawful weapon at their disposal. This term does not include taking the weapon to a location that is prohibited by federal, state or local law, or negligent or unintended displays.

III. PARTIES TO THE POLICY

- a. This legal expense insurance Policy is administered by the Plan Administrator on behalf of the Insurer. The Plan Administrator shall provide Member or any Covered Persons with a Plan Attorney for any incident covered by this Policy. The Plan Attorney shall perform the legal services described herein.
- b. Member or any Covered Person may receive benefits from the legal services provided by Insurer. The benefits provided under this Policy shall be available to the Member who has paid all Premiums due under the Policy. The legal services described herein shall be available to the Member who applies and pays the appropriate Premium under the Policy. The effective date of the legal services is the day of signup where the first payment is made by the Member. The term of this Policy is twelve (12) months from the effective date. The term of this Policy shall automatically be renewed for twelve (12) months on the anniversary of the effective date, unless the Policy is terminated by the Member or under the express terms of this Policy.
- c. The legal services described herein shall be available to the Member's minor children if Member tenders the applicable Premiums. Such services shall include protection to Member's minor children, who shall become Covered Persons upon the payment of the appropriate Premiums. Effective date of the legal services for minor children is the day of signup where the first applicable Premium is paid by the Member.

IV. LEGAL SERVICES & BENEFITS

- a. The Premiums paid by the Member entitles the Covered Persons to the legal services described herein and provided by a Plan Attorney. These services may be used by calling Insurer on the business telephone numbers provided on membership cards, or, in case of emergency the 24/7 shooting hotline telephone number provided to each Member, shown on the Declarations Page.
- b. The legal representation provided by this Policy is provided for a Member or any Covered Person by an attorney in any criminal or civil procedure arising from an incident involving a Member or any Covered Person providing that:
 - (i) Member or Covered Person is, in good standing having paid all applicable Premiums;
 - (ii) Member or Covered Person has a "Use Of A Weapon" in the Covered State as defined above; and
 - (iii) Use Of A Weapon is in a place within the Covered State where the Member or Covered Person is legally permitted to possess a weapon.

Legal representation for these matters shall extend to and include a trial (including retrials) on the merits in a court or tribunal of competent jurisdiction, and a direct appeal of any final judgment to the court with appellate jurisdiction over such appeal and a further appeal to the highest court of appeals in such jurisdiction. This agreement shall not provide coverage for an appeal that is frivolous and in bad faith or solely for the purposes of delay or harassment. This Policy provides no benefit for any incident that occurred prior to the effective date of the Policy or after its termination. Furthermore, in the event that a Member is found liable and/or guilty for intentional infliction of harm on another, upon written demand by Lyndon Southern, the Member shall fully reimburse Lyndon Southern for all legal fees, expenses and costs associated with the Legal Services & Benefits provided in connection with the matter. Additionally, Lyndon Southern will have no continued responsibility to provide Legal Services & Benefits from the date of the finding of liability and/or guilt.

- c. An emergency hotline is maintained and answered 24 hours a day for Member access to a Plan Attorney for legal advice immediately after Use Of A Weapon.
- d. Member or Covered Person access to a Plan Attorney is provided for legal advice regarding carrying and use of weapons and to give on-going legal advice on general weapons law.
- e. If the Member tenders the appropriate Premiums for Multi-State Protection provided by Insurer, the Member and any Covered Persons shall be entitled to the same legal services and benefits as described herein for all 50 states and the District of Columbia. Multi-State Protection applies to all legal services and benefits described herein. Multi-State Protection is subject to the limitations and exclusions provided herein.

- f. If the Member tenders the appropriate Premiums to include protection for minor children, Member shall be entitled to legal services and benefits described herein for his or her minor children in the event the minor child has a Use Of A Weapon incident. Minor children are subject to the same limitations and exclusions provided herein.
- g. The Member and Covered Person will also receive:
 1. Periodic updates on topics affecting gun owners;
 2. Educational material concerning gun ownership, gun rights and the law; and
 3. A membership card with a unique member number and the applicable emergency hotline telephone number.

V. LIMITATIONS & EXCLUSIONS

- a. In order for a Member or Covered Person to receive the benefits described in this Policy, at the time of a Use Of A Weapon incident occurs, the Member or Covered Person must be:

(1) in legal possession of a weapon, and

(2) at the time of the Use Of A Weapon the Member must be in a location where Member or Covered Person could legally possess a weapon.

Insurer or Insurer's Plan Attorney will have no obligations under this Policy to defend or represent a Member or Covered Person if at the time the Member or Covered Person uses his or her weapon, the Member or Covered Person was not in lawful possession of the weapon, or was in a location, without legal justification, where possession of a weapon is illegal under state, federal, or local law or expected or intended injury.

"Bodily injury" or "property damage", expected or intended, from the standpoint of the Member or Covered Person. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

- b. Costs And Fees Not Covered Under This Contract. This Policy covers all Plan Attorneys' fees for a covered incident, however, it is expressly understood that any expenses or costs associated with court filing fees, sheriff fees for service of summons or process, deposition and discovery costs, fines, penalties, damages assessed, investigators, expert witnesses, witnesses attendance, or other persons necessary to assist in the defense of the case, bail bonds, or other court fees shall be solely the responsibility of the Member and paid directly by the Member. This Policy shall not cover expenses related to securing the testimony or evidence of any witness or expert witness, including but not limited to witness fees, witness travel expenses, and/or lodging.
- c. This Policy specifically excludes all Hunting Activities including but not limited to criminal charges alleging a violation of criminal hunting of Feral Swine and fishing.
- d. This Policy specifically excludes legal representation in any criminal or civil actions for conduct that is not directly and specifically related to the Covered Person's Use Of A Weapon.
- e. This Policy specifically excludes legal representation in criminal or civil matters arising from the Covered Person's possession of a weapon in violation of local, state, or federal laws or in the commission of any crime for which justification under state law is inapplicable.
- f. This Policy specifically excludes providing legal representation by a Plan Attorney for any incident, criminal investigation or prosecution arising from the Use Of A Weapon by the Member or Covered Person against the Member or Covered Person's current or former family member, household or dating relationship as defined in the state statutes or other applicable state law.
- g. This Policy excludes all states except, the state listed on the Declarations Page. This exclusion does not apply if Multi State Coverage has been purchased and is shown on the Declarations Page.

VI. OPERATION & ADMINISTRATION OF PLAN

- a. The Plan is administered by Insurer who shall provide services for Members and Covered Persons whose premiums are current, through Plan Attorneys pursuant to a participating attorney's contract with Insurer.
- b. Insurer shall enter into contractual agreements with the Plan Attorneys to provide legal services to Member and Covered Persons. The Plan Attorneys shall be selected by Insurer for Members and Covered Persons. No Member or Covered Person is required to consult with or be represented by a Plan Attorney. Each Member and Covered Person is free to consult with any attorney of their choice about any matter, including matters covered by this Policy, at the Members or Covered Person's sole expense. Member or Covered Person shall be responsible for all attorneys' fees, cost and expenses of this different counsel and shall receive no reimbursement under this contract. Insurer will not pay attorney's fees to any other attorney other than a Plan Attorney.
- c. Insurer shall maintain complete control over all administrative procedures. Insurer may alter or amend the Policy upon the renewal date of the Member's policy. Any changes to the Policy shall be made effective only upon renewal of the Policy and shall not act to deprive Member or Covered Person of any service to which they were entitled for matters pending at the time of the change. Member or Covered Person must be notified of any change 30 days in advance of the change.
- d. No change in the Policy is valid until the change has been approved by an executive officer of Insurer and unless such change is endorsed or attached to the Policy. There is no modification of the Policy rates while it is in effect. Policy rates may be modified upon renewal of the Policy on the anniversary date of signup.
- e. This Policy is not transferable and the benefits contained herein are not assignable and shall provide no amount of reimbursement of costs, fees or expenses unless expressly covered by this contract.

VII. CANCELLATION OF POLICY & REINSTATEMENT

- a. A Member may terminate the Policy by providing Insurer or Plan Administrator with written notice of the Member's intent to terminate the Policy and the termination date requested.
- b. Insurer may cancel a Policy by mailing a written notice of cancellation to the Member to the last known address according to the records of Insurer. Insurer must mail notice of cancellation before the 30th day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and the reason for cancellation.
- c. After 60 days during which the Policy has been in force, the Policy may only be cancelled by Insurer due to:
 1. Conviction of a crime arising out of acts increasing the hazard insured against;
 2. Discovery of fraud or material misrepresentation of the Member in obtaining the Policy or in perfecting a claim hereunder;
 3. Discovery of any willful or reckless act or omission of the Member increasing the hazard insured against;
 4. Changes in the loss exposure which increase the hazard insured against;
 5. A determination by a regulatory body that continuation of this Policy would violate or place the Insurer in violation of the law; or
 6. A material increase in the hazard insured against.

If Insurer cancels the Policy of Member due to nonpayment, Insurer must mail notice of cancellation before the tenth (10th) day preceding the effective date of the cancellation. The notice must state the effective date of the cancellation and that the Policy is being cancelled because of nonpayment.

- d. The Policy will be reinstated, with full rights and benefits, provided the Policy is not terminated pursuant to subsection c(2) or c(3) above and provided the Member remits to Insurer all Premiums due to bring the Policy to a current status before the termination date.
- e. In the event that the Member terminates their Policy for any reason, or has their membership cancelled, the legal services provided to the Member or any Covered Person shall be ended. If any Member or Covered Person has an active matter at the time of termination, the Plan Attorney shall complete the legal matter unless the Member or Covered Person does not desire to be further represented by the Plan Attorney involved in the matter, or by any other Plan Attorney.

- f. In the event that a membership is terminated by either the Member or the Insurer, the Member shall be entitled to a refund of unearned Premiums on a pro-rata basis. However, any monthly premiums that have not been earned by the Insurer shall be returned to Member within 15 working days after the effective date of cancellation, as determined by post mark. Insurer need not return amounts less than \$5.00, unless specifically requested to do so by Member. Likewise, should Member discharge a Plan Attorney as to any active matter without terminating membership of the Policy, no refund of earned Premiums shall be due to the terminated Member.

VIII. DUTIES OF MEMBERS In the Event of A Claim

- a. Member has a duty to notify the Insurer or Plan Administrator if a Use Of A Weapon occurs by the Member and any Covered Person, as soon as practicable.
- b. A Member and Covered Person shall:
 - 1. Fully cooperate with Plan Attorney in a defense at any legal proceeding;
 - 2. Attend any and all court dates, court hearings, and other official appearances in connection with the claims in an active matter; Keep all appointments with Plan Attorney and, if an expected event occurs that prevents keeping an appointment, the Member or Covered Person shall immediately notify Plan attorney if an appointment cannot be kept.

X. GENERAL PROVISIONS

- a. The Insurer, as part of the implementation of this Policy, enters into agreements with Plan Attorneys who have agreed to provide services to the Members or Covered Persons under the conditions under each agreement. In none of these instances does the Insurer stand in the position of guarantor as to the honesty, proficiency, accuracy, or resourcefulness of the individual Plan Attorney or firm of Plan Attorney. Accordingly, if any Plan Attorney to whom a Member or Covered Person uses for a legal matter under this Policy performs or omits an act which may give rise to a claim for malpractice, the Member's or Covered Person's sole recourse will be against the individual Plan Attorney or Plan Attorney's firm, that is handling that Member's or Covered Person's legal matter.
- b. In the event of a complaint from a Member or Covered Person about a Plan Attorney, Insurer will attempt to resolve the complaint or to transfer the Member or Covered Person to another designated Plan Attorney. Before any such action is taken the Plan Attorney will be given an opportunity to resolve the problem. If the Insurer is unable to find a Plan Attorney willing to perform the services covered by this Policy or if the Plan Attorney is disqualified or otherwise unable to perform the services, the Insurer will select or appoint another Plan Attorney to provide the services to the Member or Covered Person.
- c. In the event that Member or Covered Person should have a problem, complaint, or grievance concerning the legal services provided by the Plan Attorney, the Member or Covered Person may request a conference with the Plan Attorney and the Insurer by contacting the Insurer at the number indicated on the Declarations Page. The Member or Covered Person may request a conference with an impartial third party chosen by mutual agreement between Insurer and Member or Covered Person. A conference shall be held with Insurer, Plan Attorney, Member, Covered Person (if different from the Member) and the impartial third party in an effort to resolve the problem, complaint, or grievance.
- e. Any and all complaints and grievances between any Member or Covered Person and Insurer or any of its affiliates and/or the Plan Attorney and/or any of its affiliates shall be submitted to non-binding arbitration in the location of the Member state, pursuant to the terms and provisions of the American Arbitration Association.
- e. Any Member or Covered Person has the right to file a grievance with the Bar Association concerning any Plan Attorney's conduct. Nothing in this Policy shall be deemed to interfere with the Bar Association's right to discipline attorneys for a violation of any Bar Association Canon or Rule addressing honesty, integrity, or fair dealing. The grievance resolution machinery addresses only disputes between the Insurer, Plan Attorney, Member or any Covered Person, involving issues including coverage other than legal ethics.

- f. The obligation of the Plan Attorney in providing legal services under this Policy shall be solely to the Member or Covered Person. The Plan Attorney shall maintain the confidentiality of the attorney-client relationship in accordance with the Bar Rules and Codes of Professional Responsibility.
- g. The Insurer may refuse to provide legal services under this Policy, if the Insurer or the Plan Attorney believes that the legal services are in the furtherance of a legal matter which is believed to be clearly frivolous, or which would violate the Bar Rules or Code of Professional Responsibility.
- h. The Insurer may refuse to provide legal services under this Policy, if the Insurer or the Plan Attorney believes that the legal services are in the furtherance of a legal matter which is believed to be clearly frivolous, or which would violate the Bar Rules or Code of Professional Responsibility.
- i. In the event that a Covered Person does not agree with the Plan Attorney's advice or recommendations, the Plan Attorney may terminate the representation if done pursuant to the Bar Rules or Code of Professional Responsibility. Member or Covered Person may at all times retain counsel other than the Independent Plan Attorney provided under this Policy, however, Member and Covered Person shall be responsible for all attorneys' fees, cost and expenses of this different counsel and shall receive no reimbursement under this Policy.
- j. The Insurer is not a law firm and any legal services are provided by independent third-party contracting attorneys. If Member or Covered Person seeks coverage under this Policy for a covered event under this Policy, then Member or Covered Person will have an attorney-client relationship solely with the Plan Attorney and there shall be no interference with that attorney-client relationship by the Insurer. Nothing in this Policy is intended to impair the ability of Member or Covered Person from addressing the conduct of a Plan Attorney with the State Bar Association. All complaints about the legal services provided, professional misconduct, or claims that services were not provided, as the case may be, by a Plan Attorney, are required by this Policy to be addressed solely with the Plan Attorney. Member and Covered Person acknowledges that, separate and apart from the independent third-party contracting attorneys provided for under this Policy, some owners or employees of Insurer may be licensed attorneys. Those attorneys who are also employees or owners of Insurer are NOT Plan Attorneys under this Policy, will not be providing legal services to Member or Covered Person, and will not have an attorney-client relationship with Member or Covered Person at any time.
- j. There are no subrogation rights under this Policy.
- k. It is expressly agreed and understood that NO PROMISES OR GUARANTEES as to the outcome of any case (past, current or future) have been made to Member or Covered Person by Insurer, Plan Administrator or Plan Attorney. It is further expressly agreed and understood that no other representations have been made to Member or Covered Person, except for those set out in this Policy.

LYNDON SOUTHERN INSURANCE COMPANY

Domiciled in Wilmington, Delaware

[Administrative Office: U.S. LawShield 1020 Bay Area Blvd., Suite 220, Houston, TX 77058 (877) 474-7184]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HUNTING ACTIVITY ENDORSEMENT

WASHINGTON

SCHEDULE

Coverage	Additional Premium
Hunting Activity Endorsement	\$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

This optional endorsement applies if an additional premium has been paid and is shown on the Endorsement Schedule or Policy Declarations Page.

Exclusion V., c. of the Policy, is deleted and replaced with the following Legal Services Benefit:

Hunting Program Legal Representation Benefits:

A Member in good standing shall be entitled to coverage for the reasonable legal services of a Plan Attorney.

Benefits are limited to:

1. defense of any criminal charges, by a Plan Attorney, alleging a violation of Title 220 of the Washington Administrative Code as it pertains to Hunting Activity or fishing, against the Policy Holder;
2. defense of any criminal charges, by a Plan Attorney, alleging a violation of Title 50 of the Code of Federal Regulations as they pertain to Hunting Activity or fishing; or
3. defense of any civil claims, by a Plan Attorney, brought against the Member and any Covered Person that arises as a direct result of his or her Hunting Activity or fishing.

All such legal representations shall be subject to the limitations and exclusions set forth below.

Hunting Activity - means, in addition to actual hunting, an event or occurrence involving:

1. the use of a lawful firearm for skeet, clay and trap shooting, target practice, and competitive shooting events in locations where such activity is lawful; and
2. the use of bow and arrow, crossbow, or spear for hunting, target practice, or competitive archery events in locations where such activity is lawful.

Limitations and Exclusions: Plan Attorneys shall have no obligation under the provisions of the Hunting Activity Program to provide legal representation or legal defense if:

1. at the time of the occurrence giving rise to a claim is engaged in a criminal act other than an offense, alleging a violation of Title 220 of the Washington Administrative Code as it pertains to Hunting Activity or fishing, against the Policy Holder, or Title 50 of the Code of Federal Regulations, as they relate to Hunting Activity or fishing; or
2. at the time of the incident giving rise to a claim the Member or any Covered Person was not in lawful possession of the firearm; or
3. the charges involve the operation of a motor vehicle.

General Limitations, Exclusions and Duties of a Member and any Covered Person: The provisions of the Hunting Activity Program are subject to the same limitations, exclusions and duties provided for in Policy. The provisions of this program shall only apply and be effective for incidents that occur within the State of Washington.

This program is intended to provide the Member and any Covered Person with the reasonable legal services of a Plan Attorney. Nothing in this Hunting Activity Endorsement shall be construed or deemed to provide the Member or any Covered Person with indemnification for or payment of any claims or damages for personal injury or property damage that may be asserted against the Member or Covered Person, nor for any fines, levies, fees, damages, loss of property or other costs that may be assessed against the Member or Covered Person.

All other terms and conditions remain unchanged.