

FIREARMS LEGAL SERVICES INSURANCE COMPANY  
13455 Noel Road  
Suite 2100  
Dallas, Texas 75240  
(847) 357 9400  
Individual Legal Services

Insurance Policy Number \_\_\_\_\_

**Policy Declarations**

In consideration of the payment of premiums and subject to all of the terms of this policy, FIREARMS LEGAL SERVICES INSURANCE COMPANY agrees to make available to the Primary Insured identified in the Declarations the legal services described herein based upon the Coverage Plan for which a premium is indicated in the Declarations:

Primary Insured: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**Coverage Plan**

**Premium**

**Individual Coverage:**

(Includes Legal Services Benefit and Hotline Benefits Only)

\$ \_\_\_\_\_

**Premium Individual Coverage:**

(Includes Legal Services Benefit, Hotline Benefits, Multi-State Benefit and Bail Bond Benefit Only)

\$ \_\_\_\_\_

**Premium Family Coverage:**

(Includes Legal Services Benefit, Hotline Benefit, Multi-State Benefit, Bail Bond Benefit and Other Benefits)

\$ \_\_\_\_\_

Total Annual Premium for this Policy:

\$ \_\_\_\_\_

This Policy is delivered in the State of Florida and is subject to the laws of that jurisdiction. The coverage afforded to the Insured is only with respect to this Policy as indicated herein. The limit of the Company's liability shall be as stated in this Policy.

IN WITNESS WHEREOF, FIREARMS LEGAL SERVICES INSURANCE COMPANY has caused this Policy to be executed at its Home Office in Dallas, Texas on the Effective Date of this Policy.

Bryan Wilburn

President

Jarred Brown

Secretary

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## **FIREARMS LEGAL SERVICES INSURANCE COMPANY**

### **INSURANCE POLICY**

The provisions in the following pages hereof form a part of this Policy and are fully incorporated herein over the signatures appearing below.

#### **INTRODUCTION**

This is a policy of insurance by and between Firearms Legal Services Insurance Company, (also referred to as "the Company"; "our"; "we"; or "us") and the Insured (also referred to as "you" or "your"), for the Legal Services Benefit and, if applicable, Multi-State Benefit, Bail Bond Benefit and Other Benefits provided herein. This Policy constitutes a legal agreement between you and the Company detailing the Legal Services Benefit, Multi-State Benefit, Bail Bond Benefit and Other Benefits. This Policy only provides Legal Services Benefit and, if applicable, Multi-State Benefit, Bail Bond Benefit and Other Benefits to an Insured that uses a firearm as provided for herein, and subject to all the terms and conditions of this Policy. Please read this Policy carefully.

#### **DEFINITIONS**

For the purposes of this Policy, the following definitions apply:

“Applicable Law” – means all federal, state and local laws, rules and regulations applicable to the possession or use of a firearm, use of force, Use of Firearm Incident, or the Legal Services Benefit and Other Benefits provided under this Policy.

“Bail Bond Benefit” - means the bail bond benefits described in Section 2.3 below

“Contracting Attorney” – means a licensed attorney with whom we contract to provide the Legal Services Benefit to an Insured under this Policy.

“Facilitate” or “Facilitation” – means coordinating the obtaining of benefits from federal, state or local governmental entities via phone, fax or email on behalf of an Insured involved in a Use of Firearms Incident. Facilitation of benefits by us does not guarantee an award of any benefits from any government entity. An Insured’s failure to assist us in any Facilitation will waive the Insured’s right to claim benefits that require Facilitation by us.

“Firearm” – means a firearm which an Insured Legally Possesses at the time and place of a Use of Firearm Incident.

“Legally Possesses” – means possession that is in strict compliance with Applicable Law.

“Legal Services Benefit” – means legal services described in Sections 2.1 and 2.2 below and provided by a Contracting Attorney to an Insured arising from a Use of Firearm Incident.

“Insured” – If your Coverage Plan as stated in the Declarations is for Individual Coverage or Premium Individual Coverage, Insured means the Primary Insured who purchased the Policy. If your Coverage Plan as stated in the Declarations is for Premium Family Coverage, then Insured means the Primary Insured, the Primary Insured’s spouse, and any minor children under the age of eighteen years who are permanent residents in the Primary Insured’s home at the time of a Use of Firearm Incident.

“Multi-State Benefit” means the multi-state benefits described in Section 2.3 below.

“Other Benefits” – means the other benefits described in Section 2.4 below.

“Primary Insured” – means the individual listed in the Declarations on the Effective Date of this Policy and at the time of a Use of Firearm Incident.

“Self-Defense” – means an act of self-defense as defined by Applicable Law when a Use of Firearm Incident arises out of an Insured’s fear of severe bodily injury or death.

“Use of Firearm Incident” – means any incident where an Insured either discharges or displays a Firearm for the purpose of using the Firearm in Self-Defense or as a weapon to stop a threat of serious bodily harm to an Insured or others, or the protection of Insured’s lawfully owned or possessed property, but only to the extent the use of the Firearm in that manner is allowed by Applicable Law.

## **COVERAGE AGREEMENTS**

For all coverage plans, the Company shall provide the Legal Services Benefit described in Sections 2.1 and 2.2 herein to you in the event of a Use of Firearm Incident that occurs during the term of this Policy.

If the Premium Individual Coverage is purchased by the Primary Insured as indicated by a premium charge in the Declarations, then the Company shall provide the Legal Services Benefit, the Multi-State Benefit described in Section 2.3 and the Bail Bond Benefit described in Section 2.3.

If the Premium Family Coverage Plan is purchased by the Primary Insured as indicated by a premium charge in the Declarations, then the Company shall provide the Legal Services Benefit, the Multi-State Benefit described in Section 2.3, the Bail Bond Benefit described in Section 2.3 and the Other Benefits described in Section 2.4 herein in the event of a Use of Firearm Incident that occurs during the term of this Policy.

### **2.1 Legal Services Benefit (Applicable to all Coverage Plans).**

We will provide you the Legal Services Benefit described in this Section 2.1 by a Contracting Attorney for a criminal investigation or proceeding or civil lawsuit initiated against you arising from a Use of Firearm Incident. This legal representation shall extend to and include a trial (including retrials) on the merits in a court or tribunal of competent jurisdiction. Legal Service Benefit pays the legal fees of the Contracting Attorney. Legal Service Benefit does not include

court costs, court reporter fees or other fees, costs or expenses, nor does it include appeal of a trial court's judgment nor any legal fees or other costs associated with appeals of a trial court's judgment. Nothing in this Policy shall be construed to limit your right to retain, at your own expense, an additional attorney to advise or represent you.

## 2.2 Legal Services Benefit Hotline (Applicable to all Coverage Plans).

You may call the legal services hotline in the event of a Use of Firearm Incident for legal advice by a Contracting Attorney following a Use of Firearm Incident. The Hotline number is:

1 – 844 – 357 - 4911

The legal services hotline is only to be used in the event of a Use of Firearm Incident by you and shall not be used for any other purpose. If you use the legal services hotline for any purpose other than as permitted in this Policy, you may be charged fees or costs by the Contracting Attorney which will not be covered under this Policy.

Do not call the legal services hotline from a phone with a blocked number because it may be more difficult to verify you as an Insured; and, should the call be interrupted by a phone or provider issue, the Company or the Contracting Attorney may not be able to call you back.

## 2.3 Multi-State and Bail Bond Benefits (Available only to Premium Individual and Family Coverage Plans).

**Multi-State Benefit:** Coverage for the Legal Services Benefit, Bail Bond Benefit (if the Premium Individual or Family Premium Family Coverage is purchased) and Other Benefits (if the Premium Family Coverage is purchased), to the extent allowed by Applicable Law, shall be provided in the event a Use of Firearm Incident occurs outside of Florida and during the term of this Policy. All other Limitations and exclusions contained in the Policy apply.

**Bail Bond Benefit:** We will pay the premium for a bail bond from a licensed bail bond service with a face value up to \$50,000. You will be responsible for meeting all other requirements to obtain a bond, including requirements for a bond of any larger size. Neither the Company nor the Contracting Attorney agrees to act as surety for any Insured.

## 2.4 Other Benefits (Available only to Premium Family Coverage Plans).

If the Premium Family Coverage Plans are purchased by the Primary Insured as indicated by a premium charge in the Declarations, we will provide you the Other Benefits described in this Section 2.4(a) through (d) in the event of a Use of Firearms Incident which occurs during the term of this Policy:

### 2.4(a) Expert Witness/Investigator Fee.

We will pay up to a total of \$5,000 towards the cost of retaining necessary expert witnesses or investigators. The Contracting Attorney will engage the expert witness or investigator pursuant to standard terms of engagement that we will provide. All expert witnesses and investigators shall be selected from our list of approved providers. The expert witness fees, costs and expenses covered hereunder are exclusively for an expert to testify about the

reasonableness and justification of the use of force or deadly force under Applicable Law. You may employ any other expert witness or investigator for any other purpose, however, this Policy does not provide any coverage for any expert witness or investigator fees, costs and expenses that are not used to investigate or opine on the reasonableness and justification of the use of force or deadly force under Applicable Law.

#### 2.4(b) Incident Scene Clean Up.

We will Facilitate on your behalf the cleanup of any biological hazards (i) at an Insured's place of residence if the residence was the scene of a Use of Firearms Incident, or (ii) away from an Insured's residence if the Member is legally responsible for cleaning up biological hazards at the scene of a Use of Firearms Incident. If we are unable to Facilitate such a benefit, then we will pay for the reasonable and necessary cleaning of biological hazards at a Use of Firearms Incident up to a maximum cleanup cost of \$2,500.

#### 2.4(c) Firearm Confiscation.

In the event your Firearm is confiscated by law enforcement as a result of the Use of Firearm Incident, we will Facilitate the recovery of your firearm on your behalf. If, after exhausting all reasonable efforts to obtain the recovery of your firearm, we have been unable to do so within one year of the date your firearm was confiscated, we will provide you with a replacement firearm of the same kind and quality based on the fair market value of the confiscated firearm as of the date of its confiscation, but not to exceed \$1,000 in total value, and less any value attributable to custom modifications and accessories.

### 2.5 Alternative Legal Service Benefits

If we are unable to find a Contracting Attorney to represent you, or the Contracting Attorney is or becomes disqualified or otherwise unable to perform the required legal services, then we shall pay the reasonable fees of a qualified attorney which you select.

## **LIMITATIONS AND EXCLUSIONS**

### 3.1 Time of Incident.

This Policy provides no Legal Services Benefit, Multi-State Benefit, Bail Bond Benefit or Other Benefits for any Use of Firearm Incident that occurs prior to the applicable Effective Date or after termination of this Policy.

### 3.2 Conduct.

This Policy provides no Legal Services Benefit, Multi-State Benefit, Bail Bond Benefit or Other Benefits:

- (i) for any conduct by an Insured unless such conduct is directly related to a Use of Firearm Incident by the Insured;
- (ii) for a Use of Firearm Incident by an Insured that occurs during, arises out of, or is incident to the commission of any crime or unlawful activity by the Insured;
- (iii) for a Use of Firearm Incident in any location where possession of a Firearm is prohibited by Applicable Law; or
- (iv) for a Use of Firearm Incident that includes negligent or unintended discharges or displays of a Firearm.
- (v) for a Use of Firearm Incident that occurs when the Insured is intoxicated under Applicable Law.

### 3.3 Commercial Use.

This Policy provides no Legal Services Benefit, Multi-State Benefit, Bail Bond Benefit or Other Benefits for a Use of a Firearm Incident arising out of or in any way related to your employment or work, including, but not limited to employment or work as a peace officer, security guard or private investigator.

### 3.4 Family or Relationship Violence.

This Policy provides no Legal Services Benefit, Multi-State Benefit, Bail Bond Benefit or Other Benefits for any Use of a Firearm Incident arising out of, or in any way related to, the use of a Firearm by you against any other person that is (i) related by blood or marriage to you, (ii) at the time of the Use of Firearms Incident, would be considered or deemed a member of your family or household as defined under Florida Statutes, Chapter 741, Section 28, or (ii) within twelve months prior to the Use of Firearms Incident, would have been considered or deemed a member of your family or household as defined under Florida Statutes, Chapter 741, Section 28.

### 3.5 Appeals.

This Policy does not provide Legal Services Benefit, Multi-State Benefit, Bail Bond Benefit or Other Benefits for any criminal or civil appeals in any courts of appeal or other tribunal arising from a Use of Firearms Incident.

### 3.6 Costs & Fees.

This Policy only provides for the Legal Services Benefit, Multi-State Benefit, Bail Bond Benefit and Other Benefits specified herein where applicable. It does not provide payment or indemnification for court costs, court reporter fees, videography, civil or criminal penalties and fines, sanctions, polygraph charges, filing fees, transcription costs, records cost or any other costs, fees or expenses. This Policy does not provide for the payment of your costs, fees or expenses regarding efforts to recover a Firearm.

## **CONDITIONS FOR COVERAGE**

As a condition precedent to obtaining or continuing coverage for either the Legal Services Benefit, Multi-State Benefit, Bail Bond Benefit or Other Benefits under this Policy, you must first comply with the following provisions:

#### 4.1 Prompt Notice of Claim.

You must promptly notify us of a Use of Firearm Incident. Failure to notify us promptly will relieve us of any and all obligation to provide a Legal Service Benefit, Multi-State Benefit, Bail Bond Benefit or Other Benefits if the delay in notification in any way prejudiced our interests, including but not limited to incurring legal fees in excess of what would have otherwise been incurred but for the delayed notice. We will have no obligation to provide you with Legal Service Benefits, Multi-State Benefit, or Other Benefits until such notice is provided. We have no obligation to reimburse, indemnify or pay for any expense, cost or fees that you may have incurred prior to the date of notice.

A Request for Legal Services Benefit, Multi-State Benefit, or Other Benefit may be initiated by calling our emergency hotline or phoning **1-844-357-9400**, or through email at **members@firearmslegal.com**.

#### 4.2 Cooperation.

You must fully cooperate with the Contracting Attorney in your defense at all times. You must inform the Contracting Attorney of any notification or service of process in a timely manner, but no later than 48 hours after receipt; as well as attend any and all meetings requested by the Contracting Attorney, court dates, court hearings, and other official appearances in connection with criminal charges or a civil action filed against an Insured in connection with a Use of Firearm Incident. You must keep all appointments with the Contracting Attorney and, if an unexpected event occurs that prevents keeping an appointment, you must immediately notify the Contracting Attorney. You must promptly inform the Company and, if a Contracting Attorney has been assigned, the Contracting Attorney of all changes in your home address, e-mail address and telephone number. Failure to notify us of these changes may affect your case. Cooperation as described herein is required in order for an Insured to continue receiving any coverage under this Policy.

### **TERM AND TERMINATION**

#### 5.1 Term of This Policy.

The term of this Policy shall be for the annual period stated in the Declarations unless terminated sooner pursuant to this Section 5.

#### 5.2. Voiding Policy by Primary Insured.

##### 5.2(a) Notice Required

The Primary Insured may void this Policy and receive a full refund of the premium paid by providing us with written notice of the Primary Insured's intent to void the Policy not later



than the tenth day after the date the Company delivers the Policy. Delivery may be by Email or first class mail. If delivery is by first class mail, then the date of delivery is the date the Company places the Policy in the custody of the United States Postal Service as evidenced by a post mark on the Policy envelope.

#### 5.2(b) Pending Claims

If any Insured has (i) filed a claim with the Company during the ten day period referred to in Section 5.2(a), or (ii) has been in any way involved in a Use of Firearms Incident during the ten day period referred to in Section 5.2(a) but has not yet reported the claim to the Company, then the Primary Insured is not entitled to void this Policy pursuant to this Section 5.2.

### 5.3 Other Policy Termination by Primary Insured.

If not voided under Section 5.2(a), the Primary Insured may terminate this Policy at any time by providing us with written notice of the Primary Insured's intent to terminate the Policy. The notice must state the requested date of termination. The requested date of termination cannot be prior to the date of the notice.

### 5.4 Cancellation by Company.

We may cancel this Policy by mailing a written notice of cancellation to the Primary Insured's last known address according to our records at least forty five days prior to the date of cancellation, except (i) that when cancellation is for non-payment of premium, the Company need only provide ten days notice, and (ii) if cancellation for reasons other than non-payment of premium, occurs within the first ninety days from inception, the Company need only provide twenty days notice. We cannot cancel your coverage once your Policy has been in effect for ninety days, except for nonpayment of premium, or if there is a substantial change in the risk covered by the Policy.

### 5.5 Effect of Termination or Cancellation

In the event of Termination of this Policy by the Primary Insured or the cancellation of this Policy by the Company:

#### 5.5(a) Cessation of Benefits

The Legal Services Benefits, Multi-State Benefit, Bail Bond Benefit and/or the Other Benefits provided under this Policy shall no longer be available to you. If, at the time of termination or cancellation, there are open claims, the Contracting Attorney shall be authorized by the Company to complete his or her representation in regard to such claims, and the Company shall continue to pay for applicable Other Benefits arising out of Use of Firearms Incidents that occurred prior to the date of termination.

#### 5.5(b) Return of Premium

You shall not be entitled to a refund of any premiums that have been earned by us. Premiums are earned pro-rata over the Policy period. Premiums are earned by the Insurer solely by the progression of time, thus Premiums are earned even if: (i) no Insured has an active claim pending; or (ii) no Insured has used any services or received any benefit under the Policy. However, any monthly premiums that have not been earned by us shall be returned to the Primary Insured. Should you discharge a Contracting Attorney as to any active claim without terminating the Policy, no refund of earned premiums shall be due to the Primary Insured.

## **MISCELLANEOUS PROVISIONS**

### **6.1 Coverage Territory.**

The Legal Service Benefit, Multi-State Benefit, Bail Bond Benefit and Other Benefits as applicable under this Policy are available only to a Florida resident, and for a Use of Firearm Incident by an Insured in the state of Florida unless the Multi-State Benefit is applicable.

### **6.2 Notices.**

If you are required to give us written notice under this Policy, you may provide this:

- (i) by e-mail to [members@firearmslegal.com](mailto:members@firearmslegal.com); or
- (ii) by U.S. Mail to Firearms Legal Services Insurance Company, 13455 Noel Road, Suite 2100, Dallas, Texas 75240.

These notices will be effective upon receipt by us.

If we are required to give you written notice under this Policy, we can send it by U.S. Mail to your address or e-mail address we have on record for your account. These notices will be effective when sent by the Company.

### **6.3 Contracting Attorneys.**

#### **6.3.1 Representation**

Contracting Attorneys providing professional services for an Insured under the terms of this Policy are not agents or employees of the Company. Any Contracting Attorney who renders professional services to you under this Policy is required to maintain the attorney-client relationship with you, and is solely responsible to you for all professional services provided. It is within the discretion of the Contracting Attorney and you to determine how claims or defenses pertaining to a Use of Firearm Incident are to be handled. We will not influence or attempt to affect the rendering of a professional service of the Contracting Attorney. Neither the Company nor the Contracting Attorney guarantees the outcome of any legal proceeding. Nor is the Company a guarantor as to the honesty, proficiency, accuracy, or resourcefulness of the Contracting Attorney. Accordingly, if any

Contracting Attorney performs or omits an act which may give rise to a claim for malpractice, your sole recourse will be against the Contracting Attorney.

### 6.3.2 Complaints

In the event of a complaint by you about a Contracting Attorney, We will attempt to resolve the complaint or to transfer you to another Contracting Attorney. Before any such action is taken, the Contracting Attorney will be given an opportunity to resolve the problem.

### 6.3.3 Dispute Resolution - Waiver

In the event that you should have a problem, complaint, or grievance concerning the legal services provided by the Contracting Attorney, you may request a conference with the Contracting Attorney and the Company by contacting us at 1-844-357-9400. You may request a conference with an impartial third party chosen by mutual agreement between the Company and you. The conference shall be held with the Company, Contracting Attorney, you and the impartial third party in an effort to resolve the problem, complaint, or grievance as soon as practicable for each of the attendees. The Conference may occur telephonically or in person at the offices of the Contracting Attorney, or such other location mutually agreed by the Company and you.

### 6.3.4 Additional Recourse

You also have the right to file a grievance with the Florida Bar Association concerning any Contracting Attorney's conduct. Nothing in this Policy shall be deemed to interfere with the Florida Bar Association's right to discipline attorneys for a violation of any Bar Association Canon or Rule addressing honesty, integrity, or fair dealing.

## 6.4 Other Insurance.

In the event you have insurance or other coverage or benefits such as employer, union or association provided benefits that provide coverage or other benefits to pay for services identical or substantially similar to the Legal Services Benefit, Multi-State Benefit, Bail Bond Benefit or Other Benefits described herein, then that coverage or other benefit shall be primary and the payments for the Legal Services Benefit, Multi-State Benefit, Bail Bond Benefit and Other Benefits hereunder shall be excess of and secondary thereto. You agree to provide us information about any such coverage or benefits that we reasonably request, including copies of any applicable insurance policies. We will be entitled to seek a recovery from any potential source of any funds in order to recoup amounts we spent on your behalf under this Policy.

## 6.5 Policy Not Assignable.

This Policy is not assignable in whole or in part by you or any other Insured.

## 6.6 Entire Agreement/Changes to This Policy.

This Policy contains the entire Policy between you and the Company. No changes to this Policy are valid until the change has been approved by the Company and endorsed or attached to this Policy.

FIREARMS LEGAL SERVICES INSURANCE COMPANY AND ITS SALES REPRESENTATIVES ARE REGULATED BY THE FLORIDA OFFICE OF INSURANCE REGULATION.

YOU MAY CONTACT THE FLORIDA OFFICE OF INSURANCE REGULATION AT:

200 E. Gaines St.  
Tallahassee, Florida 32301  
Phone: 850 413 3140