

THIS SUMMARY PLAN DESCRIPTION CONTAINS LANGUAGE WHICH MAY NOT PERTAIN TO THE BENEFITS THAT YOU HAVE PURCHASED OR THAT HAVE BEEN PURCHASED ON YOUR BEHALF. PLEASE CONTACT THE PROFESSIONAL LAW ENFORCEMENT ASSOCIATION, INC., FOR A LIST OF COVERAGES THAT APPLY TO YOU.

In order to provide for legal defense of its Participants, The Professional Law Enforcement Association, Inc. (the “Plan Sponsor”), established the following plan of legal services, known as the **Professional Law Enforcement Association, Inc., Legal Defense Fund** (the “Plan” or the “Fund”). This document describes the terms of the Plan and constitutes the Official Plan Document and Summary Plan Description for the Plan.

COMMENCEMENT OF COVERAGE

Coverage under the Plan commences on the first day of the calendar month immediately following approval for participation in the Plan by the Plan Administrator, and arrangements have been made for payment of your Plan contributions.

ELIGIBILITY

In order to receive benefits, all Professional Law Enforcement Association members in good standing who are employed with federal, state or local government law enforcement agencies are eligible to participate in the plan. Retirees have the option to continue Civil and Criminal coverage following retirement.

PLAN PERIOD – TERRITORY

The coverage provided by the Plan applies only to legal services performed and obtained for legal defense as outlined within this Plan within the United States of America while coverage is in effect for a Plan Participant. The Plan provides coverage for legal representation only in the state and federal courts and in administrative hearings within the United States of America.

PARTICIPANT CONTRIBUTIONS

Contributions to the Plan must be made by or on behalf of each Participant. The amount and due dates of a Participant’s contributions are determined by the contract or agreement under which the Participant is allowed to participate in the Plan. Failure to pay contributions shall result in a termination of coverage under the Plan.

PLAN BENEFITS ARE NOT A POLICY OF INSURANCE

Plan benefits are paid solely from funds held in a Trust established pursuant to a Trust Agreement titled “The Professional Law Enforcement Association, Inc. Legal Defense Fund” (the “Fund”). In the event that the Fund’s assets are exhausted, no Plan benefits will be payable unless and until the Fund acquires additional assets. The Professional Law Enforcement Association, Inc., is not responsible for the obligations of the Fund.

FUNDING OF PLAN BENEFITS

Benefits are provided from the Fund’s assets, which are accumulated under the provisions of the Trust Agreement and are held in the Fund for the exclusive purpose of providing benefits to covered Participants and defraying reasonable expenses of administration. None of the assets in the Fund may revert to the Plan Sponsor or be used by the Plan Sponsor other than to provide Plan benefits and to pay the reasonable costs of administering the Plan.

Definitions

ADMINISTRATIVE PROCEEDING means a non-judicial proceeding that may result in a determination of fault or wrong-doing by a Participant and conducted by a Participant's employer or other entity or authority which determinations can result in disciplinary action or penalties.

BENEFIT means the payment of a legal fee and reimbursable costs pursuant to the terms of the Plan.

CLAIM means a request by the Participant for Plan benefits. The request must be in writing and presented within 14 days of the Participant's notice of an Administrative Proceeding, a duty related criminal charge, or a civil lawsuit. The request for benefits must be made while the Participant is a member in good standing of the Professional Law Enforcement Association, Inc.

DUTY RELATED INCIDENT means an actual or alleged act or omission by the Participant while *acting within the scope of his or her authority as a law enforcement professional* resulting in an Administrative Proceeding, a duty related criminal charge, or a civil lawsuit being brought against the Participant. A DUTY RELATED INCIDENT can occur on or off duty. If off duty, the Participant must have clearly identified himself or herself as a law enforcement professional during involvement in the incident to be considered a DUTY RELATED INCIDENT. An incident occurring while "on duty" is not necessarily a DUTY RELATED INCIDENT. A Duty Related Incident is an incident in which the law enforcement officer's activity is authorized and sanctioned by the employer.

CRITICAL INCIDENT means any duty related use of force that results in the death or serious bodily injury of a person and from which a criminal charge to the Participant is imminent. A critical incident can also result from a motor vehicle accident that results in the death or serious bodily injury of a person and which occurs within the scope of the Participant's authority as a law enforcement professional. Payment of legal fees for representation during the first 24 hours after a critical incident is guaranteed by the Plan, but only for that initial legal representation that could not be rescheduled to a later date which would allow the Participant to give notice to the Claims Administrator and to verify coverage. Those requesting critical incident coverage who are not eligible for coverage under the plan due to lapsed membership will be responsible for the costs and fees.

EMPLOYMENT means employment by or service with a federal, state or local government law enforcement agency, or employment with a law enforcement entity operated by a private or public educational institution.

LEGAL FEE means the amount charged for legal services by an attorney, not to exceed the reasonable, usual and customary fee charged by attorneys for a given service in the area where the service is rendered.

PARTICIPANT means an individual who is a member of The Professional Law Enforcement Association, Inc., in good standing and who is registered with the Plan as being entitled to benefits under the terms of the Plan and who is not in default on payment of contributions.

PARTICIPATING ATTORNEY means a lawyer with whom the Plan has contracted to perform covered legal services for a Participant.

NON-PARTICIPATING ATTORNEY means a lawyer with whom the Plan HAS NOT contracted to perform covered legal services for a Participant. Non-Participating Attorneys might not accept the Plan's payment as payment in full and the Participant may be obligated to pay any legal fees not paid by the Plan.

REIMBURSABLE COST means an approved filing fees, investigation fees, expert witness fees, court costs, or transcript fees.

Coverages

Criminal Coverage

The Plan will pay claims for a Participant's legal fees for the following arising from a **Duty Related Incident**, as defined herein:

DEFENSE OF CRIMINAL MATTERS

Payment of approved defense costs related to criminal proceedings brought against a Participant and arising out of a Duty Related Incident.

REPRESENTATION DURING A CRITICAL INCIDENT

Payment of approved defense costs for the first 24 hours following a Critical Incident. This benefit coverage is available even though the Participant has not been criminally charged.

Civil Coverage

The Plan will pay claims for a Participant's legal fees for the following matters arising from a **Duty Related Incident**, as defined herein:

DEFENSE OF CIVIL LAWSUITS

Payment of approved defense fees and costs related to civil proceedings brought against a Participant and arising out of a Duty Related Incident. Coverage begins on the date that the Participant is formally served with a civil lawsuit wherein he/she is a named defendant.

Administrative Coverage

Administrative Coverage is available if you have elected it and have paid the appropriate contributions. The Plan will pay claims for a Participant's legal fees for the following matters arising from a Duty Related Incident, as defined herein:

DEFENSE OF ADMINISTRATIVE PROCEEDINGS

Payment of approved benefits apply to those proceedings which arise from a Duty Related Incident involving the Plan Participant's interaction with a member of the public in his or her official capacity as a law enforcement professional.

Coverage is provided for Administrative Proceedings that result from allegations, complaints and/or internal affairs investigations.

Supplemental Administrative Coverage

REPRESENTATION IN CERTAIN ADMINISTRATIVE PROCEEDINGS

If a Participant has purchased this supplement to their Administrative Coverage, legal representation will be provided for defense of a formal disciplinary proceeding involving **DEMOTION, TRANSFER, TERMINATION, SUSPENSION** and/or appeal thereof.

Schedule of Benefits

Payment of Benefits is made directly to the attorney providing representation to a Participant.

PARTICIPATING ATTORNEYS

PLEA carefully recruits and screens attorneys around the country and contracts with them to represent Participants. Participating Attorneys provide representation to a Participant at no cost to the Participant and have agreed to accept PLEA's payment of legal fees as payment in full. Participants are free to use Non-Participating Attorneys but they may not accept PLEA's payment as payment in full and the Participant may be responsible for the balance.

Under the terms of the Plan, all attorneys who perform legal services for Participants, are not employees or agents of the Plan, and are entirely responsible to the Participants for all provided legal services. The attorney must maintain the attorney client relationship with the Participant. The Plan does not have the right to control the performance of the attorney, and also will not interfere with the attorney and his/her duties for the Participant.

In all cases in which a Participant is represented by a Participating Attorney, Benefits are paid, as follows:

	<u>LEGAL FEE BENEFIT</u>	<u>MAXIMUM BENEFIT</u>
1.	DEFENSE of CRIMINAL and CIVIL Proceedings up to Trial and DEFENSE of ADMINISTRATIVE PROCEEDINGS	NO COST TO PARTICIPANT
2.	CRIMINAL or CIVIL TRIAL	NO COST TO PARTICIPANT
3.	DEFENSE of SUPPLEMENTAL ADMINISTRATIVE proceedings	\$8,000 <i>per incident</i> \$20,000 <i>lifetime maximum</i>
	<u>REIMBURSABLE COSTS</u>	<u>MAXIMUM BENEFIT</u>
1.	INVESTIGATIVE FEES	NO COST TO PARTICIPANT
4.	EXPERT WITNESS FEE	NO COST TO PARTICIPANT

All other Reimbursable Costs are paid in full.

PAYMENT IS MADE DIRECTLY TO THE PARTICIPATING ATTORNEY IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PARTICIPATING ATTORNEY AGREEMENT. THE PARTICIPANT IS NOT RESPONSIBLE FOR PAYMENT OF COVERED LEGAL FEES OR COSTS.

SUPPLEMENTAL BENEFIT COVERAGE DOES NOT INCLUDE ATTORNEY'S TRAVEL OR INVESTIGATIVE FEES. THE PARTICIPANT IS RESPONSIBLE FOR FEES, COSTS, AND/OR EXPENSES NOT COVERED BY THE TERMS AND CONDITIONS OF THE PLAN.

NON-PARTICIPATING ATTORNEYS

In all cases in which a Participant is represented by a Non-Participating Attorney, Benefits are paid, as follows:

<u>LEGAL FEE BENEFIT</u>	<u>MAXIMUM BENEFIT</u>
1. DEFENSE of CRIMINAL and CIVIL Proceedings up to Trial and DEFENSE of ADMINISTRATIVE PROCEEDINGS	\$9,500
2. CRIMINAL or CIVIL TRIAL	\$9,500 - but not to exceed \$350 per ½ day of trial
3. DEFENSE of SUPPLEMENTAL ADMINISTRATIVE proceedings	\$8,000 <i>per incident</i> \$20,000 <i>lifetime maximum</i>

PAYMENT IS MADE DIRECTLY TO THE ATTORNEY IN ACCORDANCE WITH THE PLAN.

THE PARTICIPANT MAY BE RESPONSIBLE FOR FEES, COSTS, AND/OR EXPENSES NOT COVERED BY THE TERMS AND CONDITIONS OF THE PLAN.

SUPPLEMENTAL BENEFIT COVERAGE DOES NOT INCLUDE ATTORNEY'S TRAVEL OR INVESTIGATIVE FEES. THE PARTICIPANT IS RESPONSIBLE FOR FEES, COSTS, AND/OR EXPENSES NOT COVERED BY THE TERMS AND CONDITIONS OF THE PLAN.

Approved *Reimbursable Costs* are paid to a maximum benefit of \$1,000 combined. Reimbursable costs include investigative fees and expert witness fees. The Plan is not responsible for fees and costs that exceed the allowable rates or benefit maximums.

WHETHER USING A PLAN ATTORNEY OR A NON-PLAN ATTORNEY, COSTS RELATED TO AN INCIDENT ARE PAYABLE ONLY UP TO THE MAXIMUM BENEFIT, REGARDLESS OF THE NUMBER OF TRIALS, RETRIALS OR HUNG JURIES.

Wage Recovery Benefit

If covered by the Summary Plan Description, and in lieu of the payment of legal defense costs for a suspension or appeal thereof, that includes a loss of wages or salary, a Participant may elect to forego the defense of the suspension and appeal thereof, and receive from the Fund reimbursement of lost wages. This payment of wage or salary replacement will be the *lesser* of up to three days of the Participant's normal daily wage or salary or \$500.

To exercise the option to elect the Wage Recovery Benefit, a Participant must notify the PLEA Claim Administrator, in *writing*, prior to the assignment of counsel. Notice of election of the Wage Recovery Benefit may be submitted via first class mail, electronic mail or facsimile. Once the election is made, it is irrevocable.

A Participant who elects the Wage Recovery Benefit waives his or her right to legal representation for the suspension or appeal thereof. The Participant does not have the option to later choose to defend against the suspension. It is not the intent of the Fund to provide this benefit when a Participant has legal representation for a suspension from any other source.

The Participant's normal daily wage or salary shall be calculated by the Claim Administrator, and only at the Participant's base wage or salary, excluding the value of overtime, fringe or any other benefits. The Participant will be responsible to provide the Claim Administrator with proof of his or her wage or salary information.

An election of the Wage Recovery Benefit can be made by a Participant only, and not an authorized agent of a group.

The Wage Recovery Benefit may not be chosen nor can benefits be paid for more than one usage during a calendar year. The Claim Administrator may, in his/her discretion may approve additional usage.

TELEPHONE CONSULTATION PROGRAM

If this Program is purchased, the Participant is allowed \$500 maximum of annual attorney time concerning work related issues that may not be otherwise covered by the Plan. The Program allows coverage for issues such as hostile work environment, workers compensation, retirement, employee/employee disputes, unfair working conditions, certain grievances, witness statements, employment benefits, potential duty related Administrative or Criminal issues. Current membership in the Legal Defense Program is required in order to purchase this Program. Consultation can be with a Participating or a Non-Participating attorney. Hourly rates of \$150 per hour maximum apply. All requests for a consultation must be made to the PLEA Claims Department, and a Claim Number assigned before service can be provided. There are no refunds for cancellation of the Program.

Limitations and Exclusions

The Participant will have no personal obligation for legal fees except as provided in the Supplemental Administrative Coverage when using a Participating Attorney. However, if the Participant uses a Non-Participating Attorney, the Plan pays the Participant's authorized legal fees up to the amounts shown for "Non-Participating Attorneys" in the Schedule of Benefits.

In addition, there is no coverage for:

1. Defense or representation in any proceedings that result from acts or omissions that do not constitute a Duty Related Incident, as defined in the Plan.
2. Defense or representation in any proceedings that result from a deliberate breach of a rule or regulation of the Participant's employer, or the municipality or governing authority with which the Participant is employed or associated.
3. Claims for occurrences involving activities not within the scope of employment, whether on duty or off duty.
4. Defense or representation in any proceedings that result from an incident involving a fellow employee, whether a law enforcement professional or other governmental employee.
5. Defense or representation in any proceedings related to an incident occurring prior to the effective date of the Participant's eligibility, if the Participant, at the effective date, knew or could have reasonably foreseen that the incident might be expected to be the basis of a Criminal, Civil, Administrative or Supplemental Administrative proceeding.
6. An Administrative action based on an allegation that is appropriately the subject of, or the contractual responsibility of, union representation, including grievance proceedings. The Participant must exhaust any union representation before seeking coverage under the Plan.
7. Disciplinary actions related to the inability to perform work functions due to medical issues.
8. Any Claims, Counterclaims, Cross-claims or other actions brought by a Participant
9. Social security disability proceedings.

10. Worker's compensation proceedings.
11. Employment related issues not involving demotion, transfer, termination or suspension as a discipline.
12. Decertification.
13. Arbitration costs and fees for Arbitration.
14. Appeals, other than as provided under the Supplemental Administrative Coverage.
15. Legal fees and costs incurred after the termination of coverage.
16. The payment of judgments, awards, settlements, fines, sanctions or penalties of any kind.
17. The cost of bail bonds or any other bonds.

Plan Conditions

OUR RIGHTS AND YOURS

CHOICE OF COUNSEL

The Participant has the free and unrestricted right to employ an attorney of his or her choice. The Plan has no obligation to recommend counsel and is not a guarantor in any manner of the skill of counsel chosen by a Participant, even if the attorney is a Participating Attorney. However, the Plan will not pay fees and costs incurred by an attorney that exceed the reasonable fees and costs that would have been incurred by an attorney within the Participant's geographical area.

RELATION OF THE PARTIES

Attorneys engaged to perform legal services for Participants under the terms of this Plan are not agents or employees of the Plan. An attorney rendering legal services to Participants under this Plan maintains the attorney-client relationship solely with the Participant. The attorney is solely responsible to the Participant for all legal services provided pursuant to the Plan. The Plan will not interfere with or control the performance of the attorney. Information from legal records of Participants and information received from the attorney incidental to the attorney-client relationship shall be kept confidential and, except for use incidental to the administration of this Plan, will not be disclosed without the consent of the Participant.

REPORTING

PARTICIPANT'S DUTIES IN THE EVENT OF NOTICE OF AN ADMINISTRATIVE PROCEEDING, CRIMINAL PROCEEDING OR CIVIL LAWSUIT:

- A. When a Participant is being criminally investigated or becomes a defendant in a civil lawsuit, notice must be given to the Claims Department by the Participant within 14 days.
- B. In the case of an Administrative Proceeding, notice must be provided to the Claims Department immediately upon the Participant learning that an Administrative Proceeding has been or will be instituted against him or her.
- C. Only claims timely reported to the Claims Department, while the Participant's coverage is in effect, are covered by the Plan.
- D. A Participant must submit a fully completed Claim Reporting Form to the Claims Department within 14 days of becoming aware of a proceeding being instituted against him or her, for which coverage is sought under the Plan.
- E. The Participant must assist and cooperate with the Claims Department.
- F. Each claim for benefits stands alone, governed by its own set of exclusions, definitions, conditions. The report of one claim, based on an incident, is not considered to be a report of all claims arising from the same incident. Each claim must be identified by its own number and associated coverage benefit. Notice of one request for coverage is not notice of all potential or associated coverage.

EXTENDED REPORTING PERIOD

If a Participant's coverage under the Plan terminates because:

- A. The Plan Administrator cancels or refuses to renew coverage, or
- B. The Participant becomes ineligible for coverage because of retirement or termination of employment,

Then, in either event, the Participant is entitled to an Extended Reporting Period with respect to any covered actual or alleged incident that occurred before the effective date of the termination of the Participant's coverage. A Participant entitled to the Extended Reporting Period for an incident must report the incident to the Claims Administrator within 180 days after the effective date of the termination of the Participant's coverage. The Participant will be covered by the Plan for any legal action with respect to that incident if the incident was properly reported to the Claims Administrator during the Extended Reporting Period.

The Extended Reporting Period is not available if the Participant's coverage terminates under any circumstances other than the situations described above, including if the Participant's coverage terminates because the Participant's group terminates its group coverage under the Plan.

COORDINATION OF COVERAGE WITH OTHER LEGAL REPRESENTATION

This Plan provides legal representation that is designed to supplement other legal representation available to the Participant from other sources including, but not limited to:

- Legal representation provided by the Participant's employer;
- Legal representation provided by the Participant's employer's insurer;
- Legal representation available under another legal defense fund;
- Legal representation provided by the Participant's personal insurer;
- Legal representation available from any other source.

If the Participant has legal representation provided from any other source, coverage under this Plan will always be excess or secondary to such other coverage. This means that the Plan will pay an attorney to provide the Participant with counsel and to monitor the litigation for the purpose of protecting the Participant's interest. This does not mean that the Plan will pay an attorney to provide primary representation in the event the Participant is dissatisfied with the quality of representation provided by the primary coverage.

It is the Participant's duty to demand defense coverage from any and all available sources. If primary coverage has been declined by any other source, a written explanation must be provided to PLEA either from the declining source or the Participant before primary coverage by an attorney paid by PLEA will be authorized.

The Participant must fully cooperate with the primary legal defense attorney provided by any other source. Failure to fully cooperate with the Participant's primary legal defense attorney will result in a forfeiture of coverage under this Plan.

SUBROGATION

The benefits of the Plan do not inure to the benefit of any governmental entity or employer or any other party legally obligated to provide the Participant with legal representation. In situations where the Plan has provided the Participant with legal representation that should have been provided to the Participant from another source, the Plan has the right to be reimbursed for or recover the costs and/or fees paid as benefits on the Participant's behalf. The Plan has the right to sue a third party to recover amounts that may be recoverable by the Participant if the Participant were to sue the third party. This is called the Plan's Right of Subrogation. The Plan's right of subrogation applies in cases where the Plan has overpaid benefits, where the amount paid by the Plan should have been paid by another plan, program, or

insurance, or where the Participant incurred the legal expenses paid for by the Plan because of the negligence or wrongdoing of another party.

ACCEPTANCE OF MEMBERSHIP IN THE PLAN AND OF BENEFITS UNDER THE PLAN SHALL CONSTITUTE THE PARTICIPANT'S AGREEMENT TO THE TERMS OF THIS SUBROGATION PROVISION.

PARTICIPATION ON A GROUP BASIS

Participants who participate as a member of a group authorize their group representatives to make coverage and termination decisions for them. Group Participants agree that the Plan may deliver to such authorized representatives any Participant identification cards, plan documents (including, but not limited to, Summary Plan Descriptions, Notices of Material Modifications, and Summary Annual Financial Reports) for dissemination to Participants in their group.

RENEWAL

Coverage under this plan is renewable each year. The Plan Administrator reserves the right to deny renewal of coverage.

CANCELLATION BY PARTICIPANT

A Participant can cancel his or her coverage under the Plan upon written notice to the Plan Administrator. Coverage ends on the last day of the month the written cancellation was received by the Plan Administrator. Notice of cancellation shall be considered received by the Plan Administrator as of the postmark date on the written cancellation notice, and shall so constitute the date of receipt, regardless of when the notice is actually received in the office of the Plan Administrator. All pending claims at the effective date of cancellation will be the responsibility of the Participant. There are no benefits for legal fees or costs incurred after the termination of coverage.

INCOMPETENCY OR DEATH

If a participant is adjudged incompetent, the Plan shall terminate on the date of incompetency. If a participant dies, the Plan shall terminate on the date of death. If the participant, at the time of death or incompetency has an open claim, the payment of benefits will cease upon the date of death or incompetency.

TERMINATION OF COVERAGE

A Participant's coverage under the Plan will end if:

- A. The Participant or the Participant's authorized representative fails to maintain the Participant's eligibility for participation (e.g., termination of membership in the Plan, termination of covered employment).
- B. The Participant or the Participant's authorized representative fails to pay required contributions when due. If a Participant has an ongoing claim, the Plan is not obligated to continue legal defense payments if the Participant fails to maintain his or her participation payments.
- C. The Participant or the Participant's authorized representative voluntarily cancels coverage by giving notice (see Participant cancellation notice requirements).
- D. The Plan is terminated by the Plan Sponsor.
- E. The Plan Administrator does not renew, or cancels, the Participant's coverage, either individually or as part of a group.

ACTIVE DUTY IN THE MILITARY

The Plan will temporarily suspend a Participant's obligation to make Plan contributions when the Participant is on active military duty. Participants on active military duty who elect to suspend their Plan contributions will continue to have coverage for duty related incidents that occurred prior to commencing active military duty. The Participant must notify the Plan that they have been called to active military

duty, provide proof of same and request that their contribution requirement be suspended. The Participant must notify the Plan upon return to work after active military duty and resume payment of Plan contributions. The Plan will not cover claims incurred after a Participant returns to work after active military duty unless notice was provided to the Plan and payment of Plan contributions resumed. The Plan will not cover claims that arise out of conduct that occurs while a Participant is on active military duty.

ASSIGNMENT

A Participant's interest under the Plan is not assignable. The Plan Administrator may use amounts payable under the Plan to make direct payments to attorneys who provide covered services to Participants. No amount payable under the Plan at any time is subject in any manner to alienation by assignment of any kind.

Any attempt to assign any amount payable under the Plan, whether currently payable or payable in the future is void.

YOUR RIGHTS AS A PARTICIPANT

As a Participant you cannot be discriminated against under the Plan by reason of or on the basis of race, religion, sex, or ethnic background. The Plan Administrator intends to operate the Plan in full compliance with the Americans with Disabilities Act. If you are a disabled Participant and have difficulty accessing your benefits due to your disability, please contact the Plan in writing at P.O. Box 1197, Troy, Michigan 48099-1197 or by calling 800-367-4321, so that special arrangements can be made.

PLAN ADMINISTRATOR'S RIGHTS

The Plan is administered by the Professional Law Enforcement Association, Inc., acting as the Plan Administrator. The Plan Administrator is the named fiduciary of the Plan, which means that it has the responsibility of making the rules under which the Plan is run, and seeing that the Plan is administered in accordance with all legal requirements. The Plan Administrator has the exclusive right to interpret, administer and construe the Plan in its full discretion, including, but not limited to, the right to determine eligibility for benefits, make factual determinations, construe ambiguities, and correct omissions. The Plan Administrator shall have the fullest degree of discretion permitted under the decision in *Firestone Tire & Rubber Co. v Bruch*, 489 US 101 (1989). Any action taken by the Plan Administrator will be in a uniform and non-discriminatory manner. All determinations of the Plan Administrator shall be final, conclusive and binding.

AMENDMENT OR TERMINATION OF PLAN

Although the Plan Sponsor intends to continue the Plan indefinitely, the Plan Sponsor reserves the right to amend or modify the Plan from time to time, or terminate the Plan, in whole or in part, at any time. There is no vested right to current or future benefits under this Plan. A Participant's right to coverage is limited to Plan assets in existence at the time the claim is submitted. The Plan Sponsor also reserves the right to amend or terminate the Fund, in whole or in part, at any time in accordance with the provisions of the Trust Agreement. Any amendment to the Plan or to the Trust Agreement must be in writing and signed by an authorized officer of the Plan Sponsor.

If the Plan is amended to reduce or eliminate coverage, incidents and legal actions reported before the amendment date will be covered under the terms of the Plan before amendment. If the Plan is terminated, coverage will only be provided for incidents and legal actions reported before the effective date of termination. Plan assets held in the Fund will be used for pre-termination benefits until the Fund is exhausted. Any Plan assets remaining in the Fund after all pre-termination benefits are paid will be distributed as required under the terms of the Trust Agreement.

BENEFIT CLAIMS AND REVIEW

A Participant is only treated as filing a claim for Plan benefits when the Participant submits a notice of an incident or a legal action to the Claims Administrator. For purposes of the Plan's claims and review procedures, a Participant is not treated as filing a claim for Plan benefits when the Participant or the Participant's attorney asks the Claims Administrator by telephone if coverage is available to the Participant for a particular incident or legal action.

The Claims Administrator will notify a Participant in writing if the Participant's claim for Plan benefits is denied, within the time periods described below. The notice will set forth:

- A. The specific reason or reasons for the denial;
- B. Reference to the specific Plan provisions on which the denial is based;
- C. A description of any additional material or information necessary for the Participant to perfect the claim and an explanation of why the material or information is necessary; and
- D. A description of the Plan's review procedures and the time limits applicable to the review procedures, including a statement of the Participant's right to bring a civil action under Section 502(a) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), if the claim for benefits is denied on review.

The Claims Administrator will provide the written notice to the Participant as soon as possible, but not more than 90 days after the Claims Administrator receives the Participant's claim, unless the Claims Administrator determines that an additional period of time, not to exceed 90 days, is required because of matters beyond the control of the Plan. If an additional period of time is required, the Claims Administrator will notify the Participant in writing of the circumstances requiring the extension of time and the date by which the Claims Administrator expects to render a decision.

If the Claims Administrator notifies a Participant that the Claims Administrator has denied all or part of the Participant's claim, the Participant may request a review of the denial. The Participant or the Participant's authorized representative must notify the Review Committee of the Plan Sponsor in writing of the Participant's request for a review of the denial within 60 days after the Participant receives written notice of the denial from the Claims Administrator.

The Review Committee will give the Participant or the Participant's authorized representative the opportunity to submit written comments, documents, records, and other information relating to the Participant's claim for Plan benefits.

Upon request and free of charge, the Participant or the Participant's authorized representative will be provided reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits.

The Review Committee's review will take into account all comments, documents, records, and other information submitted by the Participant or the Participant's authorized representative relating to the claim, without regard to whether the information was submitted or considered by the Claims Manager or Administrator.

The Review Committee will notify a Participant in writing of the Review Committee's decision upon review. The notice will set forth:

- A. The specific reason or reasons for the decision;
- B. Reference to the specific plan provisions on which the decision is based;
- C. A statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits;
- D. A statement of the Participant's right to bring an action under Section 502(a) of ERISA.

The Review Committee will make its decision no later than 60 days after the date the Review Committee received the request for review. However, if the Review Committee determines that special circumstances require an extension of time for processing the review request, the Review Committee will notify the Participant in writing before the end of the initial 60-day period. The notice to the Participant will indicate the special circumstances requiring the extension of time and the date as of which the Review Committee will make its decision, which must be within 120 days after the date the Review Committee received the request for review.

THE DECISION OF THE REVIEW COMMITTEE IS FINAL.

A Participant may not bring legal action against the Plan, the Plan Administrator, the Claims Manager or Administrator, or the Review Committee before the Participant has exhausted these claim and review procedures. A Participant must bring any legal action within 180 days after the date of the Review Committee's decision or the legal action will not be permitted.

THE EMPLOYEE RETIREMENT INCOME SECURITY ACT

Participants in the Professional Law Enforcement Association Legal Defense Fund are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan Participants are entitled to:

- A. Receive Information about the Plan and Benefits
 - I. Examine, without charge, at the Plan Administrator's office and other specified locations such as union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
 - II. Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
 - III. Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary annual report.
- B. Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of all Plan Participants and beneficiaries. No one, including a Participant's employer, union, or any other person, may fire a Participant or otherwise discriminate against him or her in any way to prevent him or her from obtaining a Plan benefit or exercising his or her rights under ERISA.
- C. Enforce Your Rights

If a Participant's claim for a welfare benefit from the Plan is denied or ignored, in whole or in part, the Participant has a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA there are steps a Participant can take to enforce the above rights. For instance, if a Participant requests a copy of Plan documents or the latest annual report from the Plan Administrator and does not receive them within 30 days, he or she may file suit in Federal court. In such a case, the court may require the Plan Administrator to

provide the materials and pay the Participant up to \$110 per day until he or she receives the materials, unless the materials were not sent because of reasons beyond the control of the Administrator.

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 it should happen that Plan fiduciaries misuse the plan's money, or if a Participant is discriminated against for asserting his or her rights, he or she may seek assistance from the U.S. Department of Labor, or he or she may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If the Participant is successful, the court may order the person who was sued to pay these costs and fees. If the Participant loses, the court may order him or her to pay these costs and fees, for example, if it finds the claim is frivolous.

D. Assistance with Your Questions

If a Participant has any questions about the Plan, the Participant should contact the Plan Administrator. If a Participant has any questions about this statement or about his or her rights under ERISA, or if the Participant needs assistance in obtaining documents from the Plan Administrator, the Participant should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or:

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

A Participant may also obtain certain publications about his or her rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Other Important Facts

Plan Sponsor	Professional Law Enforcement Association, Inc. P.O. Box 1197 Troy, Michigan 48099-1197
Plan Name	Professional Law Enforcement Association, Inc. Legal Defense Fund
EIN	38-6679709
Plan Number	501
Fiscal year end date	December 31
Plan Administrator	Professional Law Enforcement Association, Inc. P.O. Box 1197 Troy, Michigan 48099-1197 1-800-367-4321

Agent for Service Of Legal Process	Professional Law Enforcement Association, Inc. 1640 Axtell Drive Troy, MI, 48084 1-800-367-4321
Claims Administrator	Professional Law Enforcement Association, Inc. P.O. Box 1197 Troy, Michigan 48099-1197 1-800-367-4321
Type of Plan	Group Legal Services (Welfare Benefit Plan)
Source of Contributions	Participants, Participants' Employers, and Participants' Professional and Fraternal Organizations.
Funding Method	Benefits are paid from a Trust. Benefits are not insured by an insurance company.
TRUSTEES:	<p>Louis Rogers P.O. Box 1197 Troy, Michigan 48099-1197 800-367-4321</p> <p>Chuck Young P.O. Box 1197 Troy, Michigan 48099-1197 800-367-4321</p> <p>Michael Donnenwirth P.O. box 1197 Troy, Michigan 48099-1197 800-367-4321</p>

LIMITATION OF RIGHTS

None of the following:

- A. The establishment of the Plan or the Legal Defense Fund;
- B. Any modifications to the Plan or the Fund;
- C. The creation of any other fund or account; or
- D. The payment of any Plan benefits,

Gives any Participant or any other person any legal or equitable rights against The Professional Law Enforcement Association, Inc., or its trustees, officers, or employees; or the Legal Defense Fund or its trustees, agents, or employees, except as provided in the Plan and in the Trust Agreement for the Legal Defense Fund.

PROFESSIONAL LAW ENFORCEMENT ASSOCIATION, INC.

“Plan Sponsor”

By: 

Name: Leslie A. McMahon

Title: Executive Director

Date: 1/1/2016

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