



Family Protection Plan PLUS  
+ Self-Defense Legal Plan

Member Guidebook

**LEGAL CLUB**®



# Family Protection Plan PLUS + Self-Defense Legal Plan

## Member Guidebook

Welcome and thank you for joining Legal Club's Family Protection Plan PLUS + Self-Defense Legal Plan! Please read this booklet carefully, as it contains all the benefits of membership provided by our plan specialists. For the most up-to-date information please refer to [legalclub.com](http://legalclub.com).

**To access your plan benefits,  
or for questions about your membership call**

**(800) 305-6816**



### ***ACTION REQUIRED!***

**Some benefits can only be accessed online.  
To complete your account activation visit**

**[legalclub.com](http://legalclub.com)**

When logging in for the first time, click [Member Login](#) on the top right of the website then click the "Activate" button:

### MEMBER LOGIN

*First time logging in?*

**ACTIVATE ONLINE ACCOUNT**

Email Address:

Password:

**Login**

[Forgot your Password?](#)

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Legal Club is a proud partner of BCRF, donating 2% of revenue from new group cases each year.

## SECTION 1: ELIGIBILITY & PLAN USAGE

### *Eligibility*

All eligible members may take advantage of this program's benefits and services. See the definitions in Section 3 for a complete description of "Eligible Family Members".

### *To Receive a Plan Attorney Referral or Access your other Plan Benefits*

Contact Legal Club's Member Services Department (MSD) at **(800) 305-6816 8:00 am to 8:00 pm EST, Monday through Friday**. There is no limit to the number of attorney referrals you may receive.

When contacting MSD, a Service Advocate (SA) will ask you to identify yourself and the method by which you became affiliated with Legal Club.

If you are calling for an attorney referral, the SA will ask you to briefly describe your legal issue, for the purpose of referring you to a plan attorney that practices the appropriate area of law, speaks your language and is conveniently located.

If the appropriate plan attorney can not be immediately provided, the SA will escalate your issue to a Manager. In some situations this additional step is appropriate to help ensure the best possible referral. For example, your particular need may require additional review or we may need to confirm certain information with a specific plan attorney or participating law firm. A Manager will contact you to ensure you are provided the best available referral.

If you are calling to utilize any of the other services included in your plan, the SA will connect you directly to the appropriate service professional.

### *Contacting Plan Attorneys*

When contacting a plan attorney identify yourself as a Legal Club member. If for any reason the plan attorney is unable to assist you please call MSD for another referral.

Plan attorneys may be out of the office, or otherwise attending to their existing clients. Therefore, please allow up to 3 business days for the plan attorney to respond to your call(s).

## SECTION 2: PLAN BENEFITS

### *Legal Services*

Access to a nationwide network of plan attorneys that have contracted with Legal Club to provide free and discounted legal services. Upon contacting the Member Services Department, you will be referred to a plan attorney based on language, area of law, and location.

### *Benefit Features*

#### *Free Legal Services\**

The following nine services are available at no charge from your plan attorney.

- Initial phone consultations for each new matter (no time limit).
- Initial face-to-face consultations for new legal matter (no time limit).
- Review of independent legal documents (six page maximum per document, no limit to the number of new independent documents).
- Plan attorneys will prepare a free Simple Will for you and your family, as well as update the Will annually for free. (See definition of Simple Will in Section 3).
- A state specific, web based, free Living Will form is available to Members. This form can be notarized by a Notary Public. Store this document in a safe location.
- Plan attorneys will help Members represent themselves in small claims court.
- Assistance in solving problems with government programs, such as INS and Welfare.
- When deemed appropriate by your plan attorney, he or she will write letters on your behalf (one letter per legal matter, with no limit on the number of new legal matters).
- When deemed appropriate by your plan attorney, he or she will make phone calls on your behalf (one phone call per legal matter, with no limit on the number of new legal matters).

\* In certain situations, attorney liability may require plan attorneys to ask for a retainer from the member prior to providing some of the free legal services.

#### *Reduced Hourly Rate*

Plan attorneys have contracted to charge 40% off their normal hourly rate, with a minimum of \$125 per hour, for legal care beyond the free and discounted services.

## SECTION 2: PLAN BENEFITS

### *Deeply Discounted Legal Services*

The following are commonly used legal services for which plan attorneys have agreed to charge a one-time, deeply discounted fee.

<b>Legal Service</b>	<b>Member Rate</b>	<b>Non-Member Rate</b>
Simple Will with Minor's Trust	\$ 300.00	\$ 580.00
Chapter 7 Bankruptcy	\$ 995.00	\$ 1,800.00
Non-Payment of Court Ordered Support	\$ 1,250.00	\$ 3,000.00
Uncontested Divorce	\$ 750.00	\$ 1,500.00
Small Business Incorporation	\$ 750.00	\$ 2,000.00
Residential Real Estate Document Review	\$ 350.00	\$ 775.00
Traffic Ticket Defense	\$ 89.00	\$ 199.00

The fees listed above are only for legal services rendered. Court costs, filing fees, administrative expenses and time charged for travel to and from any courts are additional. Detailed legal services definitions can be found in Section 3 of this guidebook. For the most up-to-date information and definitions please refer to [legalclub.com](http://legalclub.com).

### *Retainers*

In the case of extended legal care, plan attorneys may ask you for a retainer. Any retainer sought will be computed by multiplying the number of hours a plan attorney believes a case will take, by the appropriate discounted hourly plan rate. For instance; 10 hours x \$125.00 = a retainer of \$1,250.00. Any unused portion of the retainer will be returned to you.

### *Contingency Fee Discounts*

The contingency fee discount will be a 10% reduction of the state maximum rate or the attorney's usual rate, whichever is lower.

### *Online Forms*

Access to a wide-ranging selection of free self-service forms that may be downloaded and completed to create legally valid documents. Forms are state specific and include:

- Last Will and Testament
- Bill of Sale
- Landlord/Tenant Agreements
- Leases
- Advance Health Care Directive/Living Will
- Power of Attorney

In addition to a comprehensive inventory of free forms, you may purchase and download a vast array of self-service forms from our catalog at a substantially discounted price.

## SECTION 2: PLAN BENEFITS

### *Tax Preparation & Advice Services*

Access to personal tax benefits including free tax return preparation and unlimited, toll-free, tax related advice. Additionally, you can have the most commonly used tax schedules prepared free of charge or at a significantly discounted rate.

### *Tax Related Benefits*

- Free mail-in tax return preparation (includes 1040EZ, 1040A, and 1040)\*
- Free preparation of most commonly used schedules that accompany the form 1040\*
- IRS audit assistance
- Unlimited advice for personal and business matters on federal taxation via toll-free phone call/fax/e-mail (no time or frequency limitations)
- Tax professionals will review any notice or letter issued by the IRS and provide advice on how to understand and solve the matter.
- Access to a web-based IRS audit tutorial, as well as an IRS notification tutorial.
- IRS notification assistance
- Tax planning
- Review of prior year's tax return\*
- Member portal with tax tips, tax law changes, tax organization area, IRS audit area, IRS notification area and member advice on-line

All tax and financial assistance is provided by tax attorneys, financial analysts, CPA's, former auditors and/or Enrolled Agents certified by the IRS. Additionally, all Tax Hotline advice is backed by a \$1 million liability policy.

\* Limit one per household. The free tax preparation is limited to returns that include Forms 1040, 1040A or 1040-EZ, Schedules A, B and D with 15 or fewer entries. Any return with additional schedules, or that has more than 15 entries in Schedules A, B or D, shall be prepared and billed at a rate of \$60 per hour or the then current hourly rate. In order for Tax Hotline to complete your tax return by the deadline, all of your tax documents, organizer and service agreement need to be sent to them by March 31.

## SECTION 2: PLAN BENEFITS

### *The Voice Behind the Software*

With today's tax software programs, you need more than help screens. Receive tax advice tailored specifically to your unique situation. Live, one-on-one, direct answers to tax questions over the phone. When pop-up screens just aren't popping up with the right answer, experts are a phone call away with reliable advice.

### *IRSspeak Interpretation*

Our team of professionals will review any notice or letter issued by the Internal Revenue Service and provide professional advice on how to understand and solve the matter. Our experts will assist and advise you if you get audited. They review the IRS audit notification and help sort out the facts.

You also have access to a web-based IRS audit tutorial, as well as an IRS notification tutorial that helps take the terror out of those ominous-looking IRS letters.

### *Tax Advisor for People in All Income Brackets*

Tax consultation is vitally important for nearly everyone at one time or another. You can seek and receive advice on the tax implications of all these everyday financial matters:

- Individual Retirement Accounts, Roth IRAs, 401K Plans, SEPs
- Healthcare spending accounts
- Investment timing and strategies
- Capital gains
- Real estate timing and strategies
- Tax advantages of home ownership
- Inheritance
- Retirement planning

Our team of professionals will also review your prior year's tax return. This review can reveal costly errors and generate a source of extra tax savings.

## SECTION 2: PLAN BENEFITS

Our Identity Theft Program helps prevent identity theft and provides comprehensive Privacy Advocate assisted restoration in the event a theft occurs. You receive all of the following identity theft services:

### *Privacy Plus Software*

Protects your personal information and internet activity from cybercriminals, hackers and others spying on you. Use it to securely store information and send email, store passwords and anonymously navigate online anywhere, anytime and with any device:

### *Secure Data Vault*

Store, share and access important documents like medical records, financial records, travel itineraries, passports or anything else that requires protection.

- Your information is protected using military grade encryption, under the same laws that govern the Swiss banking industry.
- Transferring paper documents to your data vault is easy as taking a picture and uploading them.

### *Secure Email Account*

Send email securely without worrying about others accessing the content or files included in your emails.

- Emails are scanned for viruses and you can require a passcode for another party to open your email.
- Easily set-up access to email from a computer or any smart phone.

### *Virtual Private Network (VPN)*

This secure web tool protects data like credit card numbers, account numbers, passwords, and more while you are online or away from your device.

- Use public wi-fi hotspots securely to post on social media, shop online, etc.
- Surf sites discreetly and anonymously – our program masks user's true IP address, ensuring internet activities remain private and confidential. Using this tool will prevent Internet Service Providers from selling your browsing history.

### *Password Manager*

Makes it easy to use a strong and unique password for every website.

- By remembering a master password, this tool will automatically fill in your unique username and password on any login screen.
- All information stored is encrypted and decrypted locally, thus data is never transmitted without being fully secured.
- If your device is lost or stolen, download the application to a new device, enter your master password, and your information will sync within seconds.

## SECTION 2: PLAN BENEFITS

### *3-Bureau Credit Monitoring\**

Alerts you to changes reported to all three national credit bureaus – Experian®, Equifax®, and TransUnion®. Monitored changes include personal information, public records, inquiries, new account openings, and existing accounts reported as past due.

- If there are key changes to your credit reports, such as loan data, inquiries, new accounts, judgments, or liens, you will receive an alert.
- Notifications triggered as a result of new inquiries and/or adjustments made to a credit file are sent to you via email on a daily basis.
- These reports help to proactively manage your financial health and monitor your identity.

Note that credit monitoring requires an authentication process prior to activation.

\* Credit Monitoring coverage is limited only to the member.

### *Identity Monitoring\**

Scours the internet to identify the illegal trade and sale of your personal information.

- Monitors thousands of websites and checks millions of data points, and if we find your information, we'll alert you.
- Our proactive detection works in real time, giving you the opportunity to stop the leak early.
- Data is collected on an international level, regardless of a country's credit system or language.
- The sooner you know that your information is compromised, the more you reduce the risk of lasting damage, and the better your chances for a quick resolution.

This program monitors your online identity and keeps you alerted of possible breaches of your:

- Bank accounts
- Credit/debit cards
- Email addresses tied to different online accounts
- Medical ID numbers located on your ID card provided by your health insurance provider
- Phone numbers
- Social security number (we monitor credit data and public records to ensure that your social security number is not being used fraudulently)
- Driver's license
- Passport number
- Store/membership cards (retail credit cards)

\* Identity Monitoring coverage is limited only to the member.

## SECTION 2: PLAN BENEFITS

### ***Bank Takeover Monitoring***

Watches for new bank and credit account activity. If someone tries to open a bank account or credit card using your Social Security number or other personal information, we'll alert you.

- Provides early detection of suspicious bank or credit card account activity.
- Reviews information from hundreds of financial institutions daily and flags unusual or high-risk activity.
- Rapid detection reduces the time, money and emotional stress associated with a compromised or fraudulent bank account.

### ***Social Media Monitoring (Cyberbullying)***

Monitors your children's social media activity and social networks and notifies you by email within 24-48 hours of potential privacy or reputation risks.

- Searches for instances in which your children's personal information is exposed via social sites and notifies you of these privacy risks.
- Notifies you of objectionable content—such as foul language, sexual content, drug or alcohol references—that could damage your child's reputation.
- Monitors children's social networks for instances of cyberbullying, references to weapons, or sexual predator activity (also known as "grooming"). If anything is discovered, you will receive an alert.

This service monitors Facebook, Twitter, LinkedIn and Instagram.

### ***Sex Offender Monitoring***

Provides a report of all registered sex offenders living within your immediate area and notifies you when a new sex offender is added.

- If a sex offender attempts to use your personal information to evade detection, you are alerted.
- Using your state's sex offender registry, you are alerted when an offender moves into your immediate area.
- Monitoring reports are updated monthly and if any changes are reported, you are notified.

Note that alerts for this component can't be delivered unless an email address has been provided for notifications.

## SECTION 2: PLAN BENEFITS

### *Identity Theft Restoration*

Assists you with full service identity restoration by certified identity theft risk management specialists. To reduce the time and effort required in the event your identity is stolen, our specialists will:

- Provide support in restoring your identity and, if authorized, can employ Limited Power of Attorney to complete all restoration activities on your behalf.
- Contact your banking institutions, file a police report, review your credit report, or place a fraud notification or security freeze with the three credit bureaus.
- Make phone calls, send electronic notifications, and prepare appropriate documentation on your behalf.
- Issue fraud alerts and victim statements when necessary with the three consumer reporting agencies, the FTC, SSA, and U.S. Postal Service.
- Contact, follow up and escalate issues with affected agencies, creditors, financial institutions to reinforce your rights.

### *Lost or Stolen Credit Card Assistance*

In the event your identification or credit cards are misplaced or stolen, Privacy Advocates will:

- Consult with you to determine the severity of the event
- Obtain credit reports from each of the three major credit bureaus
- Contact each credit card company or other financial institution via teleconference
- Cancel affected credit cards
- Request new replacement cards
- Place fraud alerts with all three major credit bureaus
- Assist with interpreting credit reports
- Provide daily ID monitoring for six months to help proactively prevent any additional identity fraud
- Provide credit dispute assistance
- Assist with additional lost items including driver's license, library, and other membership cards

## SECTION 2: PLAN BENEFITS

### *Identity Theft Insurance\**

Receive up to \$1,000,000 of identity theft insurance coverage underwritten by a nationally recognized Insurance Carrier with an "A" or better AM Best Rating. This coverage will help offset some of the costs associated with identity theft:

- Lost wages: \$1,500.00 per week, for 5 weeks maximum
- Re-filing of loans
- Defense cost for certain civil and criminal lawsuits
- Reimbursement of fees: Reasonable and necessary costs incurred in the United States by the insured for:
  - (a) Re-filing applications for loans, grants or other credit instruments that are rejected solely as a result of a stolen identity incident
  - (b) Notarizing affidavits or other similar documents, long distance telephone calls and postage solely as a result of the insured's efforts to report a stolen identity incident and/or amend or rectify records as to the insured's true name or identity as a result of a stolen identity event
  - (c) Up to six credit reports from established credit bureaus (with no more than two reports from any one credit bureau) dated within 12 months after the insured's discovery of a stolen identity incident

\* The description herein is a summary only. It does not include all terms, conditions and exclusions of the policy described. Please refer to the actual policy for complete details of coverage and exclusions. Insurance coverage is limited only to the member.



## SECTION 3: DEFINITIONS & MISC. INFORMATION

### *DEFINITIONS*

**BANKRUPTCY CHAPTER 7:** Includes preparation of the petition, documents and scheduling of a 341 hearing.

To qualify for this special rate, income cannot exceed the state's median income in which the bankruptcy is being filed. In situations where income is greater than the state's median income, all bankruptcy work will be done at the applicable reduced hourly rate.

Court costs, filing fees, and other costs such as attorney travel are additional. Court appearances by a plan attorney will be billed at the applicable reduced hourly rate.

**DIVORCE (UNCONTESTED):** Plan attorney will consult to determine if matter qualifies as an Uncontested Divorce. This service includes review, preparation and filing of any documents and/or petitions necessary for an uncontested divorce.

To qualify for an uncontested divorce, spouse is not represented by separate counsel, there are no children under age 18 (or dependent children of any age), marital assets are less than \$70,000, and all issues must be agreed upon by both parties using the same attorney.

This fee does not include court appearances, attendance at mediations, court costs, filing fees, attorney travel time to and from court or the preparation of documents affecting the disposition of property. All work that does not meet this definition will be billed at the applicable reduced hourly rate.

**ELIGIBLE FAMILY MEMBERS:** Includes spouse or domestic partner, dependent children and any categorically dependent individuals living in the plan member's home such as a parent or grandparent. Identity Theft Insurance, Credit Monitoring, and Identity Monitoring coverage are limited only to the member.

**NON-PAYMENT OF COURT ORDERED SUPPORT:** In previously court ordered support issues, if the individual ordered to comply with the court order is not complying resulting in non-payment of support, whether child support or spousal support, this service includes preparation of the motion and the affidavit.

This fee does not include establishing a support order, court appearances, attendance at mediations, court costs, filing fees, or attorney travel time to and from court. All work that does not meet this definition will be billed at the applicable reduced hourly rate.

## SECTION 3: DEFINITIONS & MISC. INFORMATION

**PLAN/PARTICIPATING ATTORNEYS:** Must be licensed and qualified to practice law in their state, maintain professional liability insurance if required by their state, and have contracted with Legal Club to provide legal services as outlined in this Plan Member Guidebook for the law areas that they handle and the cases they accept.

**PLAN MEMBER:** Any person who has purchased a Legal Club membership and is current with payments.

**RESIDENTIAL REAL ESTATE DOCUMENT REVIEW:** Includes attorney review of purchase or sales agreement, review of documents prepared by licensed real estate agent or broker (disclosure, title policy, liens, inspection reports, closing cost estimates and statements, etc.), and presentation of detailed guidelines of the closing process for primary residential real estate not used for business or investment purposes.

Any additional work or extended counseling will be billed at the applicable reduced hourly rate.

**SIMPLE WILL (NO CHARGE WILL):** A will that distributes personal property and homestead, not involving trusts, specific bequests, real estate, tax matters, guardianships, living wills, health care proxies or partitions.

**SIMPLE WILL WITH MINOR'S TRUST:** Includes preparation of a simple will with a minor's trust for the surviving minor children.

This document will contain information necessary for the creation of a trust in the event that any minor children have not attained the age of majority at the time of death or administration of the estate of the plan member. In such event, the purpose of such trust is to allow the member to designate a trustee to manage the share of the property and assets left to such children, for the benefit of those children, until such time as they have attained the age of majority.

This fee does not cover extensive information regarding retirement plans, investments and their tax treatment, other kinds of trusts, complex tax matters, or estate planning. Counsel for these additional areas of law will be billed at the applicable reduced hourly rate.

## SECTION 3: DEFINITIONS & MISC. INFORMATION

**SMALL BUSINESS INCORPORATION:** Includes attorney consultation to discuss and address the type of business entity recommended by plan member's CPA or tax advisor. Should the member choose to set up a Corporation or Limited Liability Company (LLC), this service includes preparation of the necessary documents (Articles of Incorporation if setting up a corporation, or the Articles of Organization if setting up an LLC) for filing with the appropriate agency in their state. This also includes review of the prepared filing of a 1120s election form and SS-4 application for the Federal identification number prepared by the CPA or tax advisor. Any extended work for the new corporation is not eligible for family plan discounts.

Not for profit organizations, partnerships and limited liability partnerships (LLP) are not included in this definition; assistance in choosing to form the excluded entities can be provided at the applicable reduced hourly rate. Filing fees, duplication costs, photo copies, the corporate kit and all expenses are paid by the member.

This fee does not include more than one shareholder, by-laws, minutes, operating agreement, statement of information, or other necessary documents required by the state agency.

**TRAFFIC DEFENSE:** The discounted fee applies to first time non-criminal traffic infractions including but not limited to; violation of traffic control device, failure to stop at a stop sign, improper change of lane, illegal turns, improper or unsafe equipment, expired tag, no proof of insurance, unlawful speed, improper passing, failure to use turn signal, failure to yield the right of way and safety belt violations.

This rate applies to each individual non-criminal traffic infraction. The discounted fee includes the preparation of any necessary court documents and attendance at a single court hearing to settle a single, first time, non-criminal traffic infraction.

The discounted fee does not include court costs, fines imposed by the presiding judge, additional scheduled hearings or other traffic matters that the court deems to be criminal in nature.

## SECTION 3: DEFINITIONS & MISC. INFORMATION

### **MISCELLANEOUS INFORMATION**

- Participating attorneys are bound by their state's professional code of ethics. They will advise you if they have a conflict of interest in taking your case. Attorneys have the inherent right to decline a case for any reason. However, plan attorneys have agreed not to reject any eligible plan member seeking services by reason of the amount of fees to which he or she may be entitled to charge under the Legal Club plan. If a plan attorney is unable to assist you, please contact Legal Club's Member Services Department for further assistance.
- To cancel membership, contact Member Services at (800) 305-6816 or send written notification to Legal Club. A full refund of the initial month's fee may be requested if cancelled within 30 days of receiving membership materials.
- Providers are subject to change without notice.
- Attorney fees are paid directly to plan attorney. Participating attorneys are not employees of Legal Club and have no financial obligation to the company.
- Legal Club of America Corporation and any of their agents, officers, or subsidiaries are not liable to indemnify or reimburse any plan member or participating attorney for any attorney fees or costs generated by the plan member.
- Legal Club of America Corporation and any of their agents, officers, or subsidiaries, as well as State Bar Associations and other regulatory agencies, do not guarantee the quality or quantity of legal services that are provided by plan attorneys. However, all participating attorneys are required to provide certificates of liability insurance if required by their state associations, and background checks are performed periodically to verify that they are in good standing.
- Plan attorneys have the sole responsibility for providing any and all legal services to the plan member.
- Legal Club of America Corporation is not a law firm, insurance carrier or a provider of legal services.
- The membership term is one year and shall automatically renew at the end of each membership term, unless explicitly cancelled.

## SECTION 3: DEFINITIONS & MISC. INFORMATION

- The term "guarantee" as used in this guidebook refers to the guarantee that Legal Club will use its best effort to locate and refer its members to an attorney that will abide by the fee schedule outlined herein. If Legal Club cannot find such an attorney for a member, the member's only recourse is a refund of the most recent month's membership fee.
- Court filing fees, expert witness fees, court costs, court reporter fees, transcript expenses, photocopying costs, postage, telephone toll charges and any other incidental expenses incurred by the plan member are excluded from discounted rates under any of the three pricing formulas described in this guidebook. Travel expenses are not eligible at discounted rates when the attorney must travel to represent a plan member's interests.
- Information available at [www.legalclub.com](http://www.legalclub.com) will contain the most up-to-date plan benefits, definitions, terms and conditions, etc. In the event of a conflict or discrepancy, the website content shall be considered the most up-to-date and correct.

## SECTION 4: TERMS & CONDITIONS

The following matters are excluded from your plan privileges:

- Legal matters involving the laws of jurisdictions outside the United States or its territories.
- Legal matters where the plan member has already retained participating counsel at their usual and customary rates prior to enrollment in Legal Club.
- Frivolous legal matters as determined by the plan attorney in accordance with the professional code of ethics in their state.
- Any action involving Legal Club, plan attorneys, affiliated companies or any of their company's or affiliated company's directors, officers, employees or agents in any matter in which they have interests adverse to the plan member's.
- Legal matters against the plan sponsor, employer, directors, officers, agents or employees, where Legal Club membership was gained through the sponsor or employer's efforts.
- In matters where the plan member and eligible family member have adverse interests, only the original plan member is eligible for plan discounts and not the family member unless both parties provide written authorization and consent otherwise.

© Legal Club of America Corporation 2016. The hiring of a lawyer is an important decision. Before you decide to hire the lawyer to whom you are referred, please ask the lawyer for written information about the lawyer's qualifications and experience. All legal services are provided by contracted, licensed attorneys. Plan benefits administered by Legal Club of America Corporation.

## SECTION 5: RIGHT TO BEAR ASSOCIATION

### *Benefits with Right To Bear*

In addition to your Legal Club benefits you are being provided with membership to the Right To Bear Association. The Right To Bear Association is the first membership organization in America to offer immediate, comprehensive, nationwide, 24-hour support for all self-defense legal matters including gun owners forced to defend themselves or their families with a firearm.

**Legal Club is not associated with The Right to Bear Association. All self-defense legal services, fees, and representations will be provided by The Right to Bear Association. The Right to Bear Association has engaged with attorneys specializing in self-defense representation. These attorneys are not affiliated with the Legal Club Attorney Network. The Right to Bear Association assumes all responsibilities for ensuring compliance with state laws and regulations.**

### *How Right To Bear Supports You:*

- 1. Immediate Response:** In the event you need to act in self-defense, first call 911. Then, contact the Right To Bear 24/7 emergency attorney hotline at **888-363-1671**. You will be connected to a Right to Bear Association network attorney who will guide you through cooperating with law enforcement while protecting you from self-incrimination. Attorney-client privilege is established immediately upon your call.
- 2. Upfront Payment:** Unlike other providers, Right To Bear pays all legal fees upfront, offering unlimited defense for both civil and criminal cases.
- 3. Comprehensive Coverage:** Coverage extends to all legal weapons and includes several additional options to ensure complete protection in a self-defense scenario.
- 4. No concealed carry license needed to join:** Whether you have a CCW or not, RTB is there to defend you.
- 5. Covers off & on-duty law enforcement and security:** RTB is here to help and support our friends in law enforcement and security positions. We believe in law & order and supporting those in uniform is a passion of ours both on & off duty.

## SECTION 5: RIGHT TO BEAR ASSOCIATION

### *Coverages Offered by Right To Bear:*

- **Civil Defense:** Choose your own attorney if you are sued after a self-defense incident.
- **Criminal Defense:** Provides legal support if you are criminally charged following a self-defense incident (you can choose your own attorney).
- **Expert Witness:** Access to expert witnesses who can testify on your behalf.
- **Psychological Support:** Coverage for counseling sessions to address stress or trauma from a self-defense incident.
- **Additional Family Coverage:** Extends protection to a spouse or household partner, as well as any children aged 17 or under while inside the home.
- **Gun Replacement:** We will replace your firearm if it is taken after a self-defense incident.

### **Important Facts about Right To Bear:**

1. Unlimited Civil & Criminal Defense Protection
2. 24/7, 365 Attorney Answered Emergency Hotline: **888-363-1671**
3. Choice of Your Own Attorney (network attorneys available if needed)
4. Coverage for All Legal Weapons, Regardless of Occupation or Status
5. Member ID Card Available in Your Member Portal
6. Home/Umbrella Policies Do Not Cover Acts of Self-Defense
7. Right to Bear Member Services Telephone Number: **833-887-7720**
8. Upon termination of your Legal Club membership, you will have the ability to purchase a Right to Bear membership directly from the Right to Bear Association.

## SECTION 5: RIGHT TO BEAR ASSOCIATION

### *DEFINITIONS*

**CONTRACTED LAWYER:** Means an independent individual licensed or admitted to practice law in the Applicable State with whom the Association contracts to provide legal services for Associates pursuant to this Agreement.

**EMERGENCY FIRST AID INCIDENT:** Any incident where a third party sustains injuries as a result of an accidental firearm discharge or self-defense and a Member helps such third-party using emergency First Aid to save such third party's life, but only if the Member does not receive or expect to receive any compensation for such services.

**LAWFUL WEAPON USE:** The discharge, threatened discharge, or display by an Member of a firearm (whether or not the firearm is actually discharged, including any accidental discharge), or the use or threatened use of any other lawful weapon, for the purpose of stopping a threat.

**LEGAL PROCEEDING:** A civil or criminal proceeding brought and maintained against a Member, provided that coverage under this Agreement with respect to any such proceeding shall be limited to a trial on the merits in a court of competent jurisdiction, a direct appeal of any final judgment to a court of competent appellate jurisdiction and a further appeal to the highest court of appeals in such jurisdiction (excluding in each case appeals which the Association determines are frivolous, made in bad faith or made solely for harassment or delay).

**RESIDENCE PREMISES:** The permanent residence of an RTBA member or family, including any structures or grounds attached to it, and any temporary residence of the member at the time of the incident.

### *ELIGIBILITY TO RECEIVE SERVICES*

Subject to these terms and conditions, each Member enrolled shall be eligible to receive the Right to Bear benefits as of the Effective Date

Notwithstanding anything to the contrary, the Association shall not be obligated to provide any benefits to any Member (including any additional family members) if such Member is not, as of the relevant time of determination, enrolled or current on all payments then due to, or is otherwise not in good standing with, the Association, in each case as determined by the Association.

#### **Services:**

Subject to the terms and conditions, the Association shall cause to be provided to each Member by a Contracted Lawyer the following services:

1. Upon request by a Member, through use of the Association's telephone support line during normal business hours of the Association (8:00 a.m.

## SECTION 5: RIGHT TO BEAR ASSOCIATION

- 5:00 p.m. Eastern Time), reasonable legal advice by a Contracted Lawyer with respect to the possession and use of firearms and other legal weapons and other legal matters directly relating thereto.
2. Upon request by a Member through use of the Association's emergency telephone support line at any time (24 hours per day, 7 days per week), legal advice by a Contracted Lawyer for an emergency involving an incident with respect to which Services are available pursuant by this Agreement.
  3. Legal representation by a Contracted Lawyer in the defense of any Legal Proceeding arising from Lawful Weapon Use by the Member in the Applicable State. Each Member shall promptly notify the Association when an incident involving Lawful Weapon Use has occurred and shall fully cooperate with the Association and the Contracted Lawyer in connection with such incident and the Services provided hereunder, including through attendance at all court dates, hearings, and other appearances and keeping all appointments with the Association and the Contracted Lawyer. A Member must request such legal services by calling the Association's emergency telephone support line or the Association's office at (833) 887-7720 or by sending an email to [info@protectwithbear.com](mailto:info@protectwithbear.com). If an Associate does not make such a request in such a manner, the Association shall not be obligated to provide legal services and the Associate will not be provided with a Contracted Lawyer.

### ***Conditions of Benefits:***

Benefits apply only as permitted by law. Benefits are not broader than what is offered to a member under the agreement. Benefits apply only if the incident resulting in an incident occurred after the date the member joined RTBA.

For individuals related by blood or marriage, or minors under custody, coverage applies only to incidents involving acts of self-defense on the member's residence premises.

### ***LIMITATIONS AND EXCLUSIONS***

THE RIGHT TO BEAR IS NOT AN INSURANCE POLICY, AND THE SERVICES PROVIDED FOR HEREIN ARE NOT INSURANCE. MEMBERSHIP IN THE ASSOCIATION IS FOR MEMBER SERVICES, IN ACCORDANCE WITH THE LAW OF THE APPLICABLE STATE. THE SERVICES ARE LIMITED TO THOSE EXPRESSLY SET FORTH IN THIS DOCUMENT. THIS AGREEMENT DOES NOT, AND SHALL NOT BE CONSTRUED OR DEEMED TO, PROVIDE FOR OR REQUIRE THE ASSOCIATION TO INDEMNIFY OR REIMBURSE ANY ASSOCIATE OR ANY OTHER PERSON FOR ANY LOSSES, DAMAGES, LIABILITIES, PENALTIES, FINES, FORFEITURES, DEMANDS, CLAIMS, CAUSES OF ACTION, SUITS, COSTS, EXPENSES OR OTHER AMOUNTS ASSERTED AGAINST OR PAYABLE BY ANY ASSOCIATE.

EXCEPT AS EXPRESSLY SET FORTH IN THIS DOCUMENT, NEITHER THE ASSOCIATION OR ANY CONTRACTED LAWYER, NOR ANY OTHER PERSON OR

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ENTITY ON THEIR BEHALF, MAKES OR HAS MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES WITH RESPECT TO THE SERVICES OR OTHERWISE IN CONNECTION WITH THIS DOCUMENT, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES, EXPRESS OR IMPLIED, WHETHER ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING AS TO THE OUTCOME OF ANY PAST, PRESENT OR FUTURE COVERED INCIDENT, IT BEING AGREED THAT THE SERVICES ARE PROVIDED "AS IS". IN NO EVENT SHALL THE ASSOCIATION BE LIABLE TO ANY MEMBER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY KIND OR NATURE ARISING OUT OF OR RELATING TO THIS DOCUMENT OR THE SERVICES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING WITHOUT LIMITATION THE POSSIBILITY OF NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, EVEN IF SUCH DAMAGES ARE FORESEEABLE OR ANY PARTY HAS BEEN WARNED OF THE POSSIBILITY OF ANY SUCH DAMAGES, AND EVEN IF ANY OF THE LIMITED REMEDIES IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

THE TOTAL, AGGREGATE AND CUMULATIVE LIABILITY OF THE ASSOCIATION, IF ANY, FOR ALL CLAIMS UNDER THIS DOCUMENT OF ANY KIND WHATSOEVER, WHETHER IN AN ACTION BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED AT ANY GIVEN TIME THE TOTAL AMOUNTS PAID TO THE ASSOCIATION BY ALL MEMBERS HEREUNDER IN THE IMMEDIATELY PRECEDING SIX MONTHS. EACH MEMBER ACKNOWLEDGES THAT THE ASSOCIATION HAS SET ITS RATES, AND ENTERED INTO THIS AGREEMENT, IN RELIANCE UPON THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

AS PART OF YOUR LEGAL CLUB MEMBERSHIP, YOU ARE PROVIDED WITH A MEMBERSHIP TO THE RIGHT TO BEAR ASSOCIATION. FOR ALL INQUIRIES RELATED TO RIGHT TO BEAR BENEFITS, MEMBERSHIP DETAILS, AND THE AFFILIATED ATTORNEY NETWORK, PLEASE CONTACT RIGHT TO BEAR MEMBER SERVICE AT 833-887-7720.

- a. The Association shall provide Services only with respect to incidents that occur on or after the Effective Date and prior to the date of termination of membership. No benefit or coverage will be provided for any incidents that occur prior to the Effective Date or after termination of membership.
- b. Membership specifically excludes, and neither the Association nor any Contracted Lawyer shall have any liability or obligation to provide, any legal representation or other Services or any other any benefit or coverage hereunder arising out of or in connection with:

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- i. Any incident or Legal Proceeding involving Lawful Weapon Use unless, at the time of such Lawful Weapon Use, the Member was in lawful possession of the applicable firearm or other lawful weapon and the Member was in a location where possession of such firearm or other lawful weapon by the Member was legally permitted;
  - ii. Any incident or Legal Proceeding for conduct that is not directly and specifically related to Lawful Weapon Use by a Member for which justification is available as a defense under applicable law, provided that this exclusion shall not apply with respect to an Emergency First Aid Incident;
  - iii. Any incident or Legal Proceeding if, at the time of the applicable incident, the Member was committing a crime for which justification is not available as a defense under applicable law;
  - iv. Any incident involving a firearm or other lawful weapon against current or former family members, household members, domestic partnerships, romantic relationships, or similar relationships of any Member, unless in a posture of legal self-defense as the victim of the incident.
  - v. Any use of explosives or chemicals; or
  - vi. Any circumstance in which providing such legal representation or other Services, or other benefit or coverage, hereunder would be contrary to public policy or illegal.
- c. Membership specifically excludes, and neither the Association nor any Contracted Lawyer shall have any liability or obligation to provide, any legal representation or other Services or any other any benefit or coverage hereunder with respect to any Member if:
- d. The Member is engaged or allegedly engaged in criminal or other illegal activity, including organized crime or illegally possessing, importing, transferring, trading, selling, receiving, shipping, transporting or otherwise dealing in firearms or firearm parts or accessories, weapons, military or similar equipment or ammunition.
- e. This Agreement specifically excludes, and neither the Association nor any Contracted Lawyer shall have any liability or obligation to pay or make reimbursement for, any fees, costs or expenses not otherwise expressly provided herein as the responsibility of the Association (all of which shall be solely the responsibility of the Associate and paid directly by the Member), including:
- i. Any and all fees, costs or expenses associated with investigators or other third parties in connection with the defense of any Legal Proceeding, including engagement fees and travel expenses;

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- ii. Any and all fees, costs or expenses related to the testimony or evidence of any witness or expert witness, including attendance fees and travel expenses.
- iii. Any and all court costs, bonds and expenses related to appeals, records and transcripts; and

### ***ADMINISTRATION; LEGAL SERVICES BY CONTRACTED LAWYERS***

The Services under this Agreement shall be administered by the Association and/or certain third parties selected by the Association. Each Member hereby agrees to such administration by third parties selected by the Association and waives prior notice, if any is required to be given to each Member by the Association.

- f. This All legal services shall be provided by Contracted Lawyers, which shall be independent, third-party lawyers. The Association is not a law firm and does not provide legal advice or services, and no Member will have an attorney-client relationship with the Association or any of its employees, agents or representatives. The Member will have an attorney-client relationship solely with the Contracted Lawyer, and there shall be no interference with that attorney-client relationship by the Association. The Association does not limit or impair the ability of any Member to address the conduct of a Contracted Lawyer with the state bar of the Applicable State. Each Member has the right to file a complaint with the state bar of the Applicable State concerning attorney conduct pursuant to this Agreement. All complaints about the legal services provided, professional misconduct, or claims based on legal services provided by a Contracted Lawyer must be addressed solely with the Contracted Lawyer and the state bar of the Applicable State and not with the Association.
- g. Each Member shall have the right to select the Contracted Lawyer of his or her choice when legal services are needed out of the Contracted Lawyers made available by the Association under this Agreement. In addition, any Member shall have the right at any time to retain counsel of his or her choice authorized to practice in the Applicable State other than a Contracted Lawyer made available under this Agreement, provided that in such case such Member's counsel (must adhere to the associations predetermined agreed upon fees) shall be responsible for all fees, costs and expenses of such counsel and shall receive no reimbursement for such from the Association under this Document.

### ***SETTLEMENT OF DISPUTE***

All disagreements and conflicts arising between the member and Right To Bear will be resolved through arbitration in Columbia, South Carolina, following the

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guidelines established by the American Arbitration Association at the time. As part of this process, you consent to maintain strict confidentiality regarding all negotiations, discussions, and settlements, refraining from disclosing any information to third parties, unless it is essential for seeking legal or professional assistance in the event of a breach of this Document.

### ***AMENDMENTS OR CHANGES TO MEMBERSHIP AGREEMENT***

Right To Bear will make available the latest edition of the Membership Agreement terms on its website, ensuring that the current Membership Agreement is prominently displayed. By agreeing to these terms, both the Primary Associate and Additional Associate commit to abiding by the provisions outlined in the Membership Document that is currently accessible on Right To Bear's website.

### ***OPTIONAL ADDITIONAL SERVICES***

Subject to the terms and conditions of this Document (including all limitations and exclusions set forth in Article VI), the Association shall provide or cause to be provided any one or more of the following additional services to a Member who selects and pays the applicable additional fees for such services pursuant to a valid Order:

THE ASSOCIATION NOR ANY CONTRACTED LAWYER SHALL BE REQUIRED TO ACT AS SURETY FOR ANY MEMBER.

- A. Expert Witness Services. If a Member selects and pays for Expert Witness Services, then upon determination by a Contracted Lawyer that an expert witness is necessary, the Association shall make available to the Member an expert witness contracted by the Association who has agreed to serve as such in accordance with the Association's then current standard terms and conditions, if any. If the Member uses any expert witness other than the expert witness made available by the Association hereunder, the Association shall have no liability or obligation to pay or reimburse the Member, and the Member shall be responsible, for any costs and expenses of such other expert witness.
- B. Minor Children Protection. If a Member selects and pays for Minor Children Protection, the Association agrees to provide legal defense and support to minor children under the care of the Member in the event they are involved in a self-defense incident. This includes any actions taken by the minor child(ren) to protect themselves from imminent harm or danger. The Association shall appoint a Contracted Attorney to represent and defend the interests of the minor child(ren) involved in a self-defense incident.

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### C. Inclusion of Additional Family Members

RTBA Member: Any individual who is related by blood or marriage to an RTBA member, or a minor under the legal custody of an RTBA member, provided they permanently reside with the RTBA member at their permanent residence.

#### ***Conditions of Benefits:***

Benefits apply only as permitted by law. Benefits are not broader than what is offered to a member under the document.

Benefits apply only if the incident resulting in an incident occurred after the date the member joined RTBA or the retroactive date specified in the agreement, whichever is later.

For individuals related by blood or marriage, or minors under custody, coverage applies only to incidents involving acts of self-defense on the member's residence premises.

All other terms and conditions of the membership document remain unchanged.

## **XII. MISCELLANEOUS PROVISIONS**

A. Entire Agreement; Amendments. This Document shall constitute the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous commitments and understandings with respect to the subject matter of this Document. In the event of any conflict between the provisions of this Document and the provisions of any Order, the provisions of this Document shall control. Except as otherwise expressly provided herein, this Document shall be amended only by an instrument in writing executed by all of the parties to this Document.

B. Notices. All notices hereunder shall be in writing and shall be (a) in the case of any notice to any Member, mailed by first class mail, or sent by Federal Express or similarly recognized overnight delivery service with receipt acknowledged, or sent by electronic mail, to the primary Member's last known address or email address on file at the Association, or (b) in the case of any notice to the Association, mailed by first class mail, or sent by Federal Express or similarly recognized overnight delivery service with receipt acknowledged, to the Association's principal office in Columbia, South Carolina. A notice shall be deemed to have been delivered or received as follows: (i) if sent by mail, on the third day following the deposit of such notice in the mail; (ii) if sent by overnight delivery service, the business day following the deposit of such notice with such service; and (iii) if sent by electronic mail, the date such notice was sent.

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- C. Governing Law; Venue; Waiver of Jury Trial. This Document shall be interpreted and construed exclusively in accordance with the laws of the State of South Carolina, without regard to principles of conflicts or choice of laws. Any claim, action, suit or other proceeding initiated under or in connection with this Document may be asserted, brought, prosecuted and maintained only in a federal or state court in the State of South Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to venue in any such court or to claim that any such court may be an inconvenient forum. The parties hereto submit themselves to the jurisdiction of each such court and agree that service of process on them in any such action, suit or proceeding may be affected by the means by which notices are to be given to it under this Agreement.
- THE PARTIES TO THIS DOCUMENT EACH HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS DOCUMENT. IN ADDITION, EACH MEMBER HEREBY WAIVES THE RIGHT TO PROCEED IN ANY COURT ON A CLASS BASIS OR CLASS ACTION BASIS.
- D. Binding Effect; Assignability. This Document shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Document will be construed as conferring upon any person other than the parties hereto and their respective permitted assigns and successors in interest any rights, remedy, or claim under or by reason of this Document. Neither this Document, nor any of the rights or duties of any Member hereunder, may be assigned, in whole or in part, voluntarily or involuntarily (including by operation of law, whether by merger, consolidation or otherwise), by any Member without the prior written consent of the Association.
- Any purported assignment by any Member in violation of the foregoing shall be void and of no force or effect and shall constitute a material breach of this Document. The Association shall have the right to assign this Document, in whole or in part, at any time without any consent of any Member.
- E. Force Majeure. A party shall not be in breach of or in default under this Document, or be responsible or liable to the other party for any loss or damage resulting from any delay in performing or failure to perform any provision of this Document, if such delay or failure is caused by fire, explosions, floods, storms, earthquakes, wars, terrorism, military operations, national emergencies, terrorism, civil commotions, strikes, lock-outs, boycotts, picketing, or other differences with workers or unions, pandemics or epidemics or from any other cause beyond such party's reasonable control, whether or not similar to the foregoing.

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- F. Severability; Waivers. If any provision of this Document is declared invalid or unenforceable, then such provision shall be severed from and shall not affect the remainder of this Document; however, the parties shall amend this Agreement to give effect, to the maximum extent allowed, to the intent and meaning of the severed provision. No waiver by any party of any breach by the other party of such other party's obligations hereunder will be deemed to be a waiver of any subsequent breach of the same or any other obligations. No failure by a party to seek a remedy for any breach by the other party will be deemed a waiver of its rights or remedies with respect to such breach.
- G. Certain Construction Matters. The section headings contained herein are for reference purposes only and will not in any way affect the meaning or interpretation of this Document. Unless the contrary clearly appears from the context, for purposes of this Document the singular number includes the plural number and vice versa; each gender includes the other genders; and the term "including" shall be construed to mean "including without limitation." This Document and any and all Documents and instruments subject to the terms hereof have been mutually negotiated, prepared and drafted, and if at any time the parties desire or are required to interpret or construe any term or condition thereof, no consideration will be given to the issue of which party actually prepared, drafted or requested such term or condition and no ambiguity shall be construed against the preparing, drafting or requesting party.

Please note that the attorney network provided by Legal Club is separate and unaffiliated with the attorney network associated with Right To Bear.

**LEGAL CLUB.**

A green graphic element consisting of two curved, overlapping lines that sweep upwards from left to right, positioned below the text 'LEGAL CLUB.'

[legalclub.com](http://legalclub.com)