



Member Commitment Package

Complete Legal Protection for Armed Self Defense

8917 Eagle Ridge Ct., West Chester, OH 45069
513-463-0075 - www.SecondCallDefense.org



Protecting Gun Owners is Our Mission

We believe deeply in the Second Amendment and the natural right of every citizen to self-defense and the defense of loved ones. However, even though most states allow you to own, use, and carry firearms for personal protection, you continue to face dramatic and potentially devastating consequences for doing what you have a legal right to do.

That's why we created Second Call Defense - the first membership organization in America to offer immediate, comprehensive, nationwide, 24-hour support for gun owners who are forced to defend themselves or their family with a firearm.

It is managed by Second Amendment advocates and gun rights defense attorneys who carry firearms for protection every day. When you are forced to defend yourself with a firearm, your first call should be to 911. Your second call should be to Second Call Defense.

4 Layers of Comprehensive Protection

TRAINING & EDUCATION

- expert information on avoiding threats, staying safe, and legally exercising your Second Amendment right.

RAPID RESPONSE

- immediate, real-time, one-on-one assistance by legal defense experts beginning the moment you call the members-only Legal Defense Hotline.

FINANCIAL SUPPORT

- up-front money from our charitable foundation for immediate needs such as bail or an attorney retainer, with no out-of-pocket costs for you and nothing to repay regardless of the outcome.

LEGAL PROTECTION

- provided by America's largest network of criminal defense attorneys, including more than 9,000 pre-screened, highly experienced professionals located in all parts of the U.S.

Join Online:

www.SecondCallDefense.org

24 HR / 7 days a week

Join by Phone:

1-877-502-3300

M-F 8:00 am – 5:00 pm EST

How Your Membership Protection Works

Second Call Defense working with you, the Member, and with Second Call Defense's partner, Rockwood Programs; will provide benefits on both a criminal and civil level.

If you legally use lethal force in self-defense, after you have called 911 to summon help, you will call the Emergency Legal Hotline to activate the RAPID RESPONSE TEAM who can render IMMEDIATE, REAL-TIME assistance. A practicing attorney will answer your emergency call day or night, even on weekends and holidays.

This attorney will assess your situation, help you calm down, guide you through your interactions with law enforcement, and help you avoid saying or doing anything that could work against you.

The attorney will also IMMEDIATELY set you up with a Personal Crisis Manager who will help you access all the benefits of your membership and guide you step-by-step through the process. The attorney will notify your emergency contacts IMMEDIATELY if you have been injured or taken into custody.

In addition, the attorney will IMMEDIATELY begin the process of referring you to an attorney in your area from our vast, nationwide network. We may wire a retainer payment and have you set up with legal representation within 24 hours, sometimes within just a few hours.

If you are charged with a crime and a judge sets bail, we can IMMEDIATELY wire money to a bail bondsman or otherwise arrange bail up to your plan limits so you can get out of jail and work with your attorney on a solid defense. This can significantly improve your odds of being acquitted.

Funds required to pay legal costs on your Criminal and civil matters come from our Foundation. These funds pay upfront for a retainer for legal representation, bail, and other necessary expenses. You are never required to pay anything out-of-pocket or ever repay any costs regardless of the outcome of your criminal case.

As you read the information that follows, please remember your protection is made up of several elements, including the Membership Agreement, Criminal Protection Plan, and the Civil Liability Protection Benefit . These elements work together to provide complete protection.

You can find detailed information about how your membership works at:

SecondCallDefense.org.

ALL SECOND CALL DEFENSE MEMBER BENEFITS ARE SUBJECT TO THE TERMS, CONDITIONS, AND EXCLUSIONS OF THE SECOND CALL DEFENSE MEMBER AGREEMENT AND PROTECTION PLAN TERMS AND CONDITIONS. PRIMARY MEMBERS AND SECONDARY MEMBERS, IF APPLICABLE, ACKNOWLEDGE THAT ALL PORTIONS OF SECOND CALL DEFENSE REIMBURSEMENTS ARE NOT AN INSURANCE PRODUCT. FUNDS FOR CRIMINAL DEFENSE ARE AVAILABLE ONLY FROM SECOND AMENDMENT SUPPORT, INC.

MEMBERSHIP AGREEMENT TERMS

The Membership Agreement Terms and the Membership Application constitute the agreement between you as the Primary Member (and your spouse if a Secondary Member is purchased), and Second Call Defense (collectively the “Membership Agreement”).

Membership Application and Payment

An applicant who completes a Membership Application, meets all of the requirements for membership, and pays the membership dues as directed, shall be enrolled as a member of Second Call Defense (as contractually defined in this Agreement), and such applicant shall be considered the Primary Member. A Primary Member who elects to have their spouse added as a member of Second Call Defense must complete the “spouse” portion of the Membership Application. If such spouse meets the requirements for membership, and the additional dues are paid to add the spouse as a member, such spouse shall be enrolled as a member of Second Call Defense, and such spouse shall be considered the Secondary Member. For purposes of the Membership Agreement, “spouse” means the legal husband, wife, or domestic partner of the Primary Member, as those terms are defined and recognized in the state of the Primary Member’s domicile.

Membership Eligibility

Individuals must be at least 18 years of age and a resident of the United States to join Second Call Defense.

Services

Primary Member shall receive all of the services for the level of membership selected (Basic, Defender, Ultimate) as of the date that the Membership Application is received and accepted by Second Call Defense. Such services are as stated on Second Call Defense’s Summary of Membership Services, which is attached in Exhibit A, and posted on Second Call Defense’s website, and more particularly described and set forth in the Protection Plan Terms and Conditions (attached as Exhibit B). Secondary Member shares the services at the level of protection set forth in the membership level selected.

Term of Membership – Automatic Renewal

The term of a Primary Member membership (and Secondary Member membership if applicable) is one (1) year from the date the Membership Application is accepted by Second Call Defense, provided that all dues as set forth in the Membership Application are paid.

The Primary Member’s (and Secondary Member’s, if applicable) membership shall automatically renew at the expiration of the one (1) year term for successive one (1) year terms, provided that all dues are paid as set forth in the Membership Application.

By submitting the Membership Application, the Primary Member hereby authorizes Second Call Defense (including any party acting on its behalf as a payment processor or member servicing organization) to debit Primary Member's account (if using an acceptable debit card) or charge Primary Member's credit card (if using an acceptable credit card) for the Primary Member's dues, as set forth on the Membership Application. If the Primary Member wishes to pay by check or cash, such can only be accepted for a full year membership and will not be accepted as to a Monthly payment plan.

Because the Primary Member membership (and Secondary Member membership, if applicable) will automatically renew, Primary Member hereby authorizes Second Call Defense (or its payment processor / servicing organization) to debit Primary Member's account (if using an acceptable debit card) or charge Primary Member's credit card (if using an acceptable credit card) the amount due for his/her membership dues at the benefit level set forth in the Membership Application one (1) year from the date the Membership Application is submitted and accepted, and each successive year thereafter, in the amount then set by Second Call Defense as the dues for the level of services set forth in the Membership Application.

We offer monthly payment plans. The Monthly payment plans will be automatically renewed until the next due date (unless sooner terminated hereunder). If Second Call Defense fails to receive the Monthly Fee on any due date, this Agreement will be terminated effective on the due date.

If the membership dues increase between renewals, Second Call Defense shall send Primary Member a written notification thirty (30) days prior to such renewal. If a Primary Member does not wish to renew the Primary Member membership, Primary Member can cancel at any time as set forth above.

If Second Call Defense attempts to debit Primary Member's account (if using a debit card) or charge Primary Member's credit card (if using a credit card), and the debit or charge is rejected, Second Call Defense shall notify Primary Member, and if payment is not made immediately after such notice, Second Call Defense shall treat such event as a cancellation, and shall cancel Primary Member's (and Secondary Member's, if applicable) membership effective as of the due date for the payment.

It is the Primary Member's sole responsibility to notify Second Call Defense of any change in address, phone number, email, or payment method information. You may do so by calling 877-502-3300 M-F 8:00 am – 5:00 pm EST or by logging into your customer portal at <https://portal.secondcall-defense.com>.

If Primary Member (or Secondary Member, if applicable) renews their membership, the terms and conditions in the Membership Agreement shall also renew and shall govern Primary Member's (and Secondary Member's, if applicable) membership in Second Call Defense.

Basis For and Interpretation of Protection Plan Services

All Protection Plan services are subject to the terms, conditions and exclusions of the Protection Plan Terms and Conditions set forth on Exhibit B. Primary Member (and Secondary Member, if applicable) acknowledges that the whole Protection Plan is not an insurance product but an insurance backed reimbursement for Civil Suit Defense Costs, Civil Suit Damages, Accidental Shooting Protection, Lost, Stolen, or Loaned Firearms Liability. The Plan Terms and Conditions may be changed at any time in the absolute discretion of Second Call Defense, and Second Call Defense's only obligation is to provide the Primary Member, only, with notice of any such changes.

Informational statements on Second Call Defense's website or made by Second Call Defense representatives regarding the Protection Plan services and other content are for general description and informational purposes only, do not constitute professional advice of any kind, and are not warranted as to their accuracy. Second Call Defense does not make any general or prospective representations that Protection Plan services do or do not exist for any particular incident, or type of incident, under the Protection Plan. Whether services exist or do not exist for any incident under the Protection Plan depends on the facts and circumstances involved in the incident and all applicable Protection Plan terms and conditions. Statements from representatives of Second Call Defense and on the Second Call Defense website, or any other publication, are for informational purposes only and are not binding on and do not amend, modify, or supplement the Protection Plan services. Consult the actual Protection Plan services set forth on Exhibit B for details regarding terms, conditions, exclusions, and services. In no event shall Second Call Defense be liable for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages arising out of the use of the information contained herein or on the Second Call Defense website.

Cancellation

Primary Member can cancel the Primary Member membership at any time by calling Second Call Defense at 877-502-3300. During the hours of M-F 8:00 am – 5:00 pm EST. If a Primary Member cancels the membership, the Secondary Member's membership shall also be cancelled as of the date of cancellation of the Primary Member membership. Secondary Member can cancel the Secondary Member's membership at any time by calling Second Call Defense at 877-502-3300 M-F 8:00 am – 5:00 pm EST. If a Secondary Member cancels the Secondary Member's membership, the Primary Member membership shall not be cancelled, unless directed by the Primary Member. If a Primary Member cancels membership because the Primary Member is dissatisfied with Second Call Defense or the membership and the Primary Member requests a refund, Second Call Defense will refund the unused membership dues that have been paid for the current term of the membership. If a Primary Member cancels membership, all Second Call Defense membership benefits will cease for both the Primary Member and the Secondary Member, if any.

Member Termination

Second Call Defense has the sole and absolute discretion to terminate any Primary Member and/or Secondary Member at any time for any reason, including but not limited to a determination by Second Call Defense that said Member's membership involved bad faith, criminal or malicious intent, fraud, or would be adverse to the purpose, continued operation of and good reputation of Second Call Defense. In the event that a Primary Member is terminated, then the Secondary Member shall also be terminated. If a Secondary Member is terminated then the corresponding Primary Member shall also be terminated. Member termination, in the case of bad faith, criminal or malicious intent, or fraud may be retroactive to the inception date of membership or any date that Second Call Defense, in its sole discretion, determines to be appropriate. The decision to terminate a member will be made only after a special board meeting is called for the sole purpose to consider said member termination, and only upon a majority vote to terminate by the Second Call Defense Board of Directors. In the event of said termination of the Primary and Secondary Member if applicable, Member(s) shall receive a prorated refund of only the remaining membership dues and, if any payments have been made by Second Call Defense for, on behalf of, or for the benefit of the Primary Member and/or Secondary Member, the Primary Member and/or Secondary Member shall have an obligation to immediately repay Second Call Defense for the amount of any such payments..

Settlement of Dispute

Any and all disputes between you and SCD will be settled by arbitration in West Chester, Ohio, in accordance with the regulations of the American Arbitration Association then in force, and you agree that all negotiations, discussions, and settlements will be subject to obligations of confidentiality and shall not be disclosed to any third party, except to the extent necessary to obtain legal or professional assistance for any breach of this Agreement.

Limitation of Liability/Defense and Indemnification

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, (I) SECOND CALL DEFENSE'S LIABILITY TO ANY MEMBER FOR ALL CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS, EXPENSES, FINES, LIABILITIES, AND PENALTIES ARISING FROM ANY DISPUTE OR CLAIM UNDER THIS MEMBERSHIP AGREEMENT BY OR ON BEHALF OF THE PRIMARY MEMBER OR SECONDARY MEMBER AGAINST SECOND CALL DEFENSE IS LIMITED TO THE MONTHLY FEES PAID BY MEMBER DURING THE PREVIOUS TWELVE (12) MONTHS AND (II) IN NO EVENT SHALL SECOND CALL DEFENSE BE LIABLE TO THE PRIMARY MEMBER OR SECONDARY MEMBER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL DAMAGES, OR LOSS OF INCOME, EVEN IF FORESEEABLE OR SECOND CALL DEFENSE IS APPRISED OF SUCH DAMAGES, FOR ANY CAUSE OF ACTION, CLAIM, DEMAND, DAMAGE, EXPENSE, FINE, LIABILITY, OR PENALTY ARISING OUT OF THIS AGREEMENT.

MEMBER FURTHER AGREES THAT THIS LIMITATION ON LIABILITY IS A BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THAT SECOND CALL DEFENSE WOULD NOT HAVE ENTERED INTO THIS TRANSACTION, ABSENT THE ABOVE MENTIONED LIABILITY LIMITATION.

MEMBER AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SECOND CALL DEFENSE, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AND MEMBERS, FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, DEMANDS, EXPENSES, FINES, LIABILITIES, AND PENALTIES (INCLUDING REASONABLE EXPERT WITNESS FEES AND ATTORNEYS' FEES) ARISING OUT OF THE CONDUCT OR BREACH OF THIS AGREEMENT BY THE PRIMARY MEMBER OR SECONDARY MEMBER.

Amendments or Changes to Membership Agreement

Second Call Defense reserves the right to change the Membership Agreement terms and benefits, including the Protection Plan Terms and Conditions, at any time without notice to Primary Member or Secondary Member, except as to a change in the amount of dues. Second Call Defense shall post the most recent version of the Membership Agreement terms on its website, and the Membership Agreement terms on Second Call Defense's website shall constitute the current, binding, and enforceable Membership Agreement. Primary Member and Secondary Member agree to be bound by the terms of the then existing Membership Agreement posted on Second Call Defense's website.

Exhibit A

Second Call Defense Summary of Membership Benefits

Basic <i>Entry Level</i>	Defender <i>Full Protection</i>	Ultimate <i>Elite Protection</i>
<p>Training & Education Member Newsletter Self-Defense News Online Lethal Force Seminar Online Training Videos Special Guides & Checklists</p>	<p>Training & Education Member Newsletter Self-Defense News Online Lethal Force Seminar Online Training Videos Special Guides & Checklists</p>	<p>Training & Education Member Newsletter Self-Defense News Online Lethal Force Seminar Online Training Videos Special Guides & Checklists</p>
<p>Rapid Response 24/7 Emergency Legal Hotline Personal Crisis Manager Nationwide Attorney Network Access Local Attorney Referral in 24 hours Your Choice of Defense Attorney (Criminal Actions) Emergency Contact Notification</p>	<p>Rapid Response 24/7 Emergency Legal Hotline Personal Crisis Manager Nationwide Attorney Network Access Local Attorney Referral in 24 hours Your Choice of Defense Attorney (Criminal Actions) Emergency Contact Notification Expert Witness Coordination Gun Retrieval or Replacement Psychological Support – 20 Sessions On-Site Assistance</p>	<p>Rapid Response 24/7 Emergency Legal Hotline Personal Crisis Manager Nationwide Attorney Network Access Local Attorney Referral in 24 hours Your Choice of Defense Attorney (Criminal Actions) Emergency Contact Notification Expert Witness Coordination Gun Retrieval or Replacement Psychological Support – 40 Session On-Site Assistance</p>
<p>Financial Support Immediate Cash for Bond up to \$1,000 Immediate Attorney Retainer up to \$2,000</p>	<p>Financial Support Immediate Cash for Bond up to \$5,000 Immediate Attorney Retainer up to \$5,000 Aftermath Site Clean-up up to \$1,000 Compensation While in Court up to \$250/day Essential Defense Expenses, including: - Court Filings - Subpoena Costs - Expert Witness - Scientific Defense Studies - Private Investigator</p>	<p>Financial Support Immediate Cash for Bond up to \$25,000 Immediate Attorney Retainer up to \$10,000 Aftermath Site Clean-up up to \$2,000 Compensation While in Court up to \$500/day Essential Defense Expenses, including: - Court Filings - Subpoena Costs - Expert Witness - Scientific Defense Studies - Private Investigator</p>
<p>Legal Protection - Criminal Criminal Defense Protection up to \$10,000 Protection for all Legal Firearms</p>	<p>Legal Protection - Criminal Criminal Defense Protection up to \$50,000 Protection for all Legal Firearms</p>	<p>Legal Protection - Criminal Criminal Defense Protection up to \$100,000 Protection for all Legal Firearms</p>
<p>Legal Defense & Indemnity - Civil Accidental Shooting Protection up to \$10,000</p>	<p>Legal Defense & Indemnity - Civil Accidental Shooting Protection up to \$50,000 Civil Suit Defense Protection up to \$500,000 Civil Suit Damages Protection up to \$50,000</p>	<p>Legal Defense & Indemnity - Civil Accidental Shooting Protection up to \$250,000 Civil Suit Defense Protection up to \$1,000,000 Civil Suit Damages Protection up to \$250,000</p>

Exhibit B

Protection Plan Terms and Conditions

Anytime, Anywhere Protection

You don't know when or where it will happen. But when it does, Second Call Defense will be there to help IMMEDIATELY. Anytime. Anywhere. Whether you're at home, work, or on vacation, your protection follows you throughout the United States. (Membership not available in NJ, NY, WA, and the U.S. Territories.)

After a Second Call Defense Member uses a firearm in self-defense – and after calling 911 to summon help the Member then calls the Second Call Defense Emergency Legal Hotline, where they will be immediately connected to an Attorney. The Attorney will first make sure the Member is safe, then speak with the Member to assess the situation and provide necessary legal information. The Attorney will stay on the line, if necessary, to ensure the Member has the support needed.

In the event of an arrest, Second Call Defense provides money for bond so that the Member will be released from jail as legally permitted and as quickly as legally possible. Second Call Defense will determine the bond amount and immediately contact a Bail Bondsman so that they are prepared to bail out the Member as soon as possible.

Second Call Defense will provide the Member with an attorney referral from the jurisdiction where the act of self-defense occurred and provide the Member with funds for an attorney retainer. If necessary, Second Call Defense will contact the Attorneys on your behalf, to begin the selection process. Once your Attorney is retained, Second Call Defense will also continue to pay the Member's ongoing Attorney's fees and assist the Attorney as needed. Members are always free to choose their own Attorney.

Second Call Defense will communicate with emergency contacts provided by the Member to ensure that they are apprised of the situation and can provide additional assistance as needed.

Member Services

Immediate, real-time protection after you pull the trigger.

We recommend you call 911 to summon help, then call Second Call Defense. That very moment, your Rapid Response team will begin providing you with the legal information necessary to deal with law enforcement and start the process of protecting your rights.

Legal representation right where you are, right when you need it.

Some organizations claim to have a "network" of attorneys. But what good does it do you if they have only a handful of attorneys on their list or if the nearest attorney is far away or even in another state? Some even have a secret "confidential contract" with their attorneys that limit their compensation even when the organization promises you "no limit" representation. Second Call Defense has access to EVERY defense attorney in the country

and we do NOT have secret agreements with any of them. We want you to have the best attorney possible for your matter and for that attorney to be free to defend you zealously and completely.

Immediate, up-front money for retainer, bond, and more.

There is no waiting. No approval period. No delay. Immediately upon confirming your SCD membership and prima facie showing of self-defense, the moment you need cash for an attorney, bail, or other covered expenses, we'll handle it immediately. In fact, we will wire cash to the attorney on your case to be sure your defense begins IMMEDIATELY.

No out-of-pocket costs. Nothing to repay ever.

Be careful about the fine print for other plans. Many are actually "reimbursement" plans that require you to pay for most of your legal expenses out of your own pocket then apply to be paid back. Second Call Defense is NOT a reimbursement plan. You never pay out of pocket for bail, retainer, legal fees, or anything else. We pay all the bills for you up to the limits of your membership level. And you NEVER have to pay back anything.

No concealed carry license needed to join.

Some plans require you to have a CCW "permit" before they'll protect you. But what if you don't carry? Or what if your state allows carry without a permit? What if you're at home? We believe you have the right to protect yourself everywhere no matter what. So, we do NOT require any license, permit, or government "approval." If you're a resident of the U.S., that's good enough for us.

Covers off-duty law enforcement, security, and military.

Many people who have legal protection while on the job are legally naked when off-duty. That's why Second Call Defense is a must for people in these professions.

Convenient month-to-month membership.

We'll automatically and conveniently bill your credit card so you'll never miss a payment and will always be protected. No invoices or deadlines to worry about. Of course, if you prefer to make just one annual payment, you can choose that option when you join.

Add your spouse for just a few dollars. No need for a second full membership.

Spouses can often be involved in self-defense situations, so you might want to have protection for your wife, husband, or domestic partner. To make this more affordable, we can add a spouse or domestic partner to your membership plan for just a few dollars. He or she will be considered a full member and share ALL the same benefits.

No long-term commitment. Change or cancel your membership anytime.

There is no long-term contract. No commitment to maintain certain terms. No cancellation fees. You can increase or decrease your level of coverage at any time. For example, if you want to increase your coverage when traveling then decrease it when you return, that's fine with us. Membership is designed for your convenience.

Member Services Specifics

Chose the level of protection best for you, either Basic, Defender, or Ultimate. The following is a description of the maximum services available.

Training & Education

Member Newsletter - As a member, you will receive a regular email newsletter with information about your membership, self-defense, and how to responsibly and legally exercise your Second Amendment rights.

Self Defense News - On our website, we'll provide you with access to a wide variety of news and information about firearms, accessories, training, legal and political issues, real-life stories of self-defense, and more from citizens and experts alike.

Online Lethal Force Seminar – Learn the details on the legal use of lethal force in defense of yourself and others. You will discover what you can and can't do within the law and understand how the legal system responds to the use of weapons.

Online Training Videos – On your own time and at your own pace, you can watch a series of in-depth videos that demonstrate the proper use of firearms for self-defense, including safety rules, how to carry concealed, vehicle carry, cleaning and maintenance, and other key topics.

Special Guides & Checklists – The member area of the website provides instant access to detailed information on calling 911, surviving the legal aftermath of self-defense, federal and state gun laws, recommended books on firearms and self-defense, links to informative websites, and more.

24/7 Emergency Legal Hotline

If you find yourself in a life-or-death situation, you must defend yourself to survive. Afterward, you should make two calls. Your first call should be to 911 to bring police and a medical team to the scene. Your second call should be to Second Call Defense. This hotline is manned day and night, 7 days a week, including holidays, to provide assistance when you need it most.

Personal Crisis Manager

After a self-defense shooting, you'll face many challenges, have lots of questions, and will need to cope with uncertainty and many concerns as the reality of your situation sinks in. So, we'll provide a Personal Crisis Manager who will help you access all your membership benefits and provide assistance from the time you pull the trigger to the time when your membership services end.

Nationwide Attorney Network Access

We give you access to a network of highly qualified pre-screened defense attorneys throughout the U.S. Each is a highly respected and experienced defense lawyer who is ready to defend you against legal charges. Not only can you choose from the list of attorneys we provide, but all Second Call Defense Members can ask Second Call Defense to retain any attorney they choose as to their criminal proceedings. Upon request, Second

Call Defense will speak with any attorney you choose, to make sure that they are the best fit, with the best capabilities for your situation, and willing to work within the Second Call Defense program.

Local Attorney Referral within 24 hours

While some organizations maintain a small list of “approved” attorneys with special agreements you may never see, Second Call Defense believes that Members are best served by having unlimited access to any qualified defense attorney. That is why we have no special arrangements with any attorney. We use a variety of legal resources to rapidly locate the best attorney in the area where the incident happens; who is willing and able to take your case; and who is familiar with the local legal system, including judges and prosecutors. It is this local connection that can make a big difference in the management of your case.

Your Choice of Defense Attorney

In all cases, your attorney is YOUR attorney. While we will refer you to legal counsel within 24 hours, the ultimate choice of who you work with is yours and yours alone. You may work with an attorney we suggest, find one on your own, or work with an attorney you already know.

Emergency Contact Notification

While you’re able to reach us immediately through the Emergency Legal Hotline, and while we provide a Personal Crisis Manager, you’re still likely to need assistance from family and friends after the incident. Therefore, we ask members, if they desire this added service, to specify one or more Emergency Contacts, who we will notify immediately if you’re ever involved in a self-defense shooting. It’s just one more part of the Rapid Response Team that will be ready for you when you need it.

Expert Witness Coordination

If your case goes to trial, you’ll need to show that you acted reasonably, responsibly, and legally in using lethal force for self-defense. Unfortunately, most jurors know very little about firearms, defensive tactics, physiological responses, and other factors that can play into your situation. So, we stand ready to arrange for experts to testify in your defense. We’ll work with your attorney to make sure you have the testimony you need to explain the truth to the jury so they can make an informed decision in your case.

Gun Retrieval or Replacement

According to the law, your personal property, including the firearms, should be returned to the rightful owner after a not guilty verdict or a case has been dismissed or no billed. However, in practice, authorities often refuse to return firearms, sometimes ordering them destroyed. Sometimes, you must go through a legal process that will cost you more than the value of the gun. If you have difficulty retrieving your firearm after a case, we’ll work to get it back or, if all else fails, reimburse you up to the available limits of your Membership Benefits so that you may purchase a new one of the same make and model or one of similar value.

Up to 40 Sessions of Psychological Support

Your use of self-defense not only affects you legally and financially, it can create deep psychological scars as well. Being forced to use your firearm in self-defense against another person, no matter how justifiable, can burden you emotionally for years. Depending on your membership level, Second Call Defense provides up to a total of 40 one-hour sessions for either you and/or your family with a counsellor of your choice to help you find peace and move on with your life.

On-Site Assistance

In most cases, our standard set of benefits include everything you'll need to protect yourself legally and financially if you're forced to defend yourself with a firearm. However, when the unexpected happens and the "stuff" hits the fan or the situation gets out of control, one of our representatives or attorneys may travel to your location to render any needed assistance. When we say we have your back, we mean it!

Up to \$25,000 for Bond up to \$250,000

If you are able to provide "bail," this is a deposit, sometimes a substantial amount of money, meant to assure that you don't leave town and will show up for trial. Generally, you don't have to pay in full if you can put up 10% of the total bond amount. Depending on your membership level, Second Call Defense provides funds up to \$25,000 for a bond up to \$250,000. This allows you to assist your attorney in preparing a defense and allows you to continue with a "normal life" during what could be many months of pending litigation.

Up to \$10,000 Immediate Attorney Retainer

Good attorneys don't take on clients without getting a retainer in advance, which could be thousands of dollars. That's why your Second Call Defense membership includes immediate retainer money up to \$10,000 that can be wired to the attorney you choose. This assures you'll have representation quickly so you don't give up your rights or say something that might be used against you in a court of law.

Up to \$2,000 for Aftermath Clean-up

Self-defense with a gun is not pleasant or pretty. You can be left with a horrible aftermath in your home, including stains, and biological hazards. If your homeowner policy doesn't cover this, we provide funds up to \$ 2,000 for clean-up that will remove these terrible reminders of your encounter and help you and your family put your home and lives back in order.

Up to \$500/day Compensation While in Court

What happens to your income if you're taken to court? Not every employer is sympathetic to employees who own or use guns. So, you could find yourself unable to buy groceries, pay your electric bill, or keep up with your mortgage. Depending on your membership level, Second Call Defense provides up to \$500 in compensation for each day you spend in court for lost wages so you can pay your bills and not feel pressured by prosecutors to abandon your defense before your lawyer can fully defend you.

Essential Defense Expenses

If a case goes to trial, it can trigger a wide variety of costs, such as court filings, subpoenas, expert witnesses, scientific defense studies, and a private investigator. As a member of

Second Call Defense, all necessary and reasonable costs associated with your case will be covered up to the listed amounts for your level of membership.

Up to \$100,000 Criminal Defense Protection

Legal fees required to successfully defend you in a criminal case can be overwhelming. Depending on your membership level, you'll have access to as much as \$100,000 for legal fees to assure you don't end up convicted or feel pressured to make a "deal" with the prosecution simply because you can't afford a good defense. Unlike other organizations that make you pay out-of-pocket and (maybe) reimburse you later, with Second Call Defense you have NO OUT-OF-POCKET COSTS. Funds are paid upfront directly to your attorney when needed. There is NO reimbursement and NOTHING to repay regardless of the outcome of your case.

Special Legal Assistance

Second Call Defense focuses primarily on protecting those who have been forced to use lethal force in self-defense. However, if you find yourself dealing with other situations such as Gun Confiscation without Due Process, Improper CCW Permit Revocation, or Restoration of Rights, we may also be able to help by providing special legal assistance on a case-by-case basis.

Protection in the Event a Civil Suit is Brought Against the Member

Up to \$1,000,000 Civil Suit Defense Protection

- After you successfully defend yourself against criminal charges, you can still be sued in civil court. Because the burden of proof in a civil case is much lower than the burden of proof in a criminal case, you could still be found liable for thousands or hundreds of thousands of dollars in damages. This is the most serious financial threat you face, which is why at every membership level above "Basic," SCD will provide for legal defense costs in a civil matter. This helps you protect yourself from a predatory civil case that seeks to destroy you financially. And it helps you stand up to an aggressive plaintiff's attorney who wants to pressure you to settle.

- Up to \$250,000 Accidental Shooting Protection

An accidental discharge can also trigger a financially devastating civil lawsuit. Depending on your membership level, you get protection against civil liability suits up to \$250,000 for bodily injury or property damage you unintentionally cause with a firearm when you become legally obligated for such damages.

- Up to \$250,000 Civil Suit Damages Protection

While we provide you with civil suit defense protection, there's always the chance that you could be found liable by a jury sympathetic to your assailant or the assailant's family. Depending on your membership level, you'll have access to as much as \$250,000 for damages to help you avoid the devastating consequences.

TERMS AND CONDITIONS IN THE EVENT OF A CRIMINAL MATTER

A. Criminal Defense

Subject to all of the terms, conditions and exclusions of this Second Call Defense Membership and any applicable local, state or federal law, and upon a prima facie showing of self-defense by the Member or the Member's attorney, even though such showing may be refutable prior to any disbursement of money by Second Call Defense to the bail agent, Second Call Defense will pay on behalf of the Member, subject to the Limits of the applicable Membership Level described in the Member Agreement, all sums that a Member becomes legally obligated to pay as Defense Costs with respect to any criminal charge or criminal proceeding because of an Event involving the use in self-defense of a Legally Possessed Firearm. The Member must report each Event to Second Call Defense as soon as practical, but no later than 10 days after the Event took place, provided that:

1. the Event arises out of a Member's Legally Justified Act of Self-Defense or Defense of Others committed by the Member with the use of a Legally Possessed Firearm, but only if the Event and the Act of Self-Defense or Defense of Others occurred during the Membership Period, as recorded in the membership enrolment records and maintained by Rockwood Programs; and
2. the Event takes place in the United States of America; and
3. Second Call Defense shall not be required to furnish any bail bonds absent a prima facie showing of self-defense; and
4. the cost of any bail bonds required due to the incarceration of the Member because of an Event arising out of a Member's Legally Justified Act of Self-Defense or Defense of Others committed by the Member with the use of a Legally Possessed Firearm or other weapon that is Legally Possessed shall only be paid up to the applicable Limits of the Membership Level described in the Member Agreement and any payment by Second Call Defense of such bail bonds will operate to erode such applicable Limits;
5. all court costs charged shall be paid within and diminish the applicable Limits of the Membership Level described in Member Agreement; and
6. biohazard remediation and clean-up of the Member Location will only be provided if such results from an Event taking place at the Member Location during the Membership Period.

B. Other Insurance or Membership

1. If other valid and collectible insurance or Membership proceeds are available to the Member for an Event as to which Second Call Defense provides services under this Membership Agreement, Second Call Defense's obligations are limited as follows:

- a. Membership Agreement. This “Membership Agreement” is primary except as described below. If this Membership Agreement” is primary, Second Call Defense’s” obligations are not affected unless any of the other insurance or Memberships is also primary. Then, Second Call Defense will share with all that other insurance or Memberships by the method described in Paragraph b. below.
 - b. Excess Membership or Insurance: This Membership is excess over any of the other insurance or Memberships whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the Membership Period shown in the Membership Agreement.
2. When this “Membership Agreement” is excess, Second Call Defense will have no duty to provide our “Membership Criminal Defense Costs” to defend any Member as to any Event, if any other insurer or Membership has a duty to defend such Member as to that Event. If no other insurer or Membership defends, Second Call Defense will undertake to do so, but Second Call Defense will be entitled to such Member’s rights against all those other insurers or Memberships.
3. When this Membership Agreement is excess over other insurance or Membership, Second Call Defense will pay only its share of the amount of the loss, if any, that exceeds the sum of the total:
 - a. amount that all such other insurance or Memberships would pay for the Event in the absence of this Membership Agreement” and
 - b. of all deductibles and self-insured amounts under all such other insurance or Memberships.
4. Second Call Defense will share the remaining loss, if any, with any other insurance or Membership that is not described in this Excess Insurance or Membership provision and was not bought specifically to apply in excess of the Limits provided by the Membership.
5. Method of Sharing. If all the other insurance or Membership permits contribution by equal shares, Second Call Defense will follow this method also. Under this approach each insurer or Membership contributes equal amounts until it has paid its applicable limit of insurance or Membership or none of the Defense Costs remains, whichever comes first. If any of the other insurance or Membership does not permit contribution by equal shares, Second Call Defense will contribute by limits. Under this method, each insurer’s or Membership share is based on the ratio of its applicable limit of insurance or “Membership Level” to the total applicable limits of insurance or “Membership Level” of all insurers or Memberships.

EXCLUSIONS APPLICABLE TO CRIMINAL DEFENSE PROTECTION

This Membership agreement does not apply to any Event or Claim based upon, arising out of directly or indirectly, or in any way related to or involving any actual or alleged:

- A. Criminal act by any Member, but this exclusion does not apply to an Act of Self-Defense or Defense of Others” or to a Legally Justified Act.
- B. The assumption of liability in a contract or agreement, including but not limited to any obligation to indemnify another in whole or in part for such Bodily Injury or Property Damage.
- C. Improper, unreasonable use of a Firearm by any Member while under the influence of alcoholic beverage(s), or any other intoxicating substance(s), narcotic(s), controlled substances(s), not prescribed pursuant to doctors’ orders.
- D. An Employee, former Employee, or job applicant of any Member.
- E. The use of a Firearm by anyone other than a Member.
- F. War, including undeclared or civil war, warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents, or insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.
- G. Any Event arising out of or in the course of any Member’s employment, including any obligation to indemnify another in whole or in part for such Bodily Injury or Property Damage due to, based on, or arising from such employment.
- H. Property any Member owns, rents, or otherwise occupies, including any costs or expenses incurred by any “Member,” or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another’s property.
- I. Liability arising outside the U.S.A.

DEFINITIONS APPLICABLE TO CRIMINAL DEFENSE PROTECTION

- A. “Act of Necessity” means conduct of a Member in the threatened or actual use of a Legally Possessed Firearm that is done to prevent greater harm to such Member or others and is done in such a manner that the said conduct of the Member in all respects is legally justified and therefore not an illegal or criminal act.
- B. “Act of Self-Defense or of Defense of Others” means conduct in defense of oneself or in the defense of others by the threatened or actual use of a Legally Possessed Firearm by a Member that is done in such a manner that the said conduct of the Member in all respects is legally justified and therefore not an illegal or criminal act.

- C. “Act Under Duress” means conduct of a Member in the threatened or actual use of a Legally Possessed Firearm” that is done under such a real and imminent threat of violence, death or serious bodily harm, or because of the actual use of violence without a reasonable means of escaping such threat, such that it is determined the Member was deprived of the free will to make a decision whether or not to commit the said conduct and that said conduct of the Member is done in such a manner that the Member’s conduct in all respects is legally justified and therefore not an illegal or criminal act.
- D. “Bodily Injury” means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- E. “Membership Period” means the enrolment period of Member’s Membership but before the end of the expiration of the Membership Period or any shorter period resulting from a “Termination of Membership” as defined in the MEMBERSHIP AGREEMENT TERMS.
- F. “Membership Territory” means the United States of America but does not include its territories and possessions.
- G. “Prima facie showing of self-defense” means that the Member or the Member’s attorney must show some evidence of self-defense even though it may be refutable.
- H. “Defense Costs” means all reasonable and necessary fees, costs and expenses incurred in connection with the defense of a Member, either as to a criminal action or proceeding or a civil action or proceeding, depending on the section of the Membership Agreement such falls under, arising from an “Event” or Claim, including the payment of any required attorney retainer, attorney’s fees, and bail bonds if incurred by a Member with the written consent of Second Call Defense, as applicable.
- I. “Discharge” includes a discharge or firing of a firearm, which discharge may be intentional or unintentional, but does not include any discharge that is reckless.
- J. “Employee” means a natural person who the Member compensates, either pursuant to contract or otherwise, by wages, salary, commissions, or other forms of payment for performance of services for and on the Member’s behalf, including a leased worker, volunteer or intern. Employee does not include a temporary worker.
- K. “Event” means any actual or alleged Act of Self-Defense or Defense of Others or Legally Justified Act involving the use or Discharge of a Firearm by a Member occurring on or during the Member’s Membership Period but before the end of the expiration of such Membership Period or any shorter period resulting from a “Termination of Membership” as defined in the MEMBERSHIP AGREEMENT TERMS.

- L. “Firearm” means any instrument of an offensive or defensive nature, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosive. Firearm includes, but is not limited to, pistols, revolvers, shotguns, rifles, and machine guns.
- M. “Primary Member” means the person named in in the “Membership Agreement.”
- N. “Secondary Member” means the spouse of the Primary Member who is duly qualified for Membership with Second Call Defense
- O. “Member” means:
 - 1. the Primary Member; and
 - 2. the Secondary Member, Spouse or Domestic Partner of the Primary Member, if the Primary Member has previously purchased this optional coverage.
 - 3. Children of the Primary Member or Secondary Member who is a person related by blood, law, or guardianship of the person, who has not attained 18 years of age.
- P. “Member Location” means:
 - 1. the Member’s residence;
 - 2. any other premises, structures or grounds used by the Member as a residence; or
 - 3. any other place where the Member carries a Legally Possessed Firearm.
- Q. “Legally Justified Act” means conduct of a Member in the threatened or actual use of a Legally Possessed Firearm by a Member that is done in such a manner that the said conduct of the Member in all respects is legally justified and therefore not an illegal or criminal act. Legally Justified Act includes the justification defenses of an Act of Self-Defense or of Defense of Others, an Act of Necessity and an Act Under Duress, as those justification defenses are legally recognized in the jurisdiction in which the conduct of such Member occurred and the conduct of such Member are legally determined to be within the scope of conduct that is determined to be legal because it comes within the scope of a defense recognized as legally justified.
- R. “Legally Possessed” means a Member’s ownership and use of a particular Firearm used in an Event, which Firearm is legally authorized by all applicable local, state, and federal ordinance, law, and regulation.
- S. “Membership Agreement” means the Membership Agreement entered into by the Member. The Membership Agreement provides the Member NO Member Level coverage separate and apart from the Member Levels evidenced by the Membership Agreement.

TERMS AND CONDITIONS OF CIVIL LIABILITY PROTECTION IN THE EVENT OF A CIVIL ACTION

A. Bodily Injury, Property Damage Liability Protection

1. Subject to the limits available under the applicable Membership Level and to all other terms, conditions, limitations and exclusions in or a part of this Membership Agreement, SCD will pay on Member's behalf damages and costs of defense Member becomes legally obligated to pay for bodily injury or property damage resulting from claims first made against Member and reported to SCD as soon as practicable during the Membership Period arising out of a members act of self-defense while using a legally possessed firearm provided that:
 - a. the members act of self-defense causing the bodily injury or property damage takes place in the coverage territory; and
 - b. the entirety of the bodily injury or property damage took place during the Membership Period.
2. SCD and administrator of the Civil Liability Protection Benefit, will have the right to defend Member against any covered claim seeking damages to which this Membership Agreement applies. Any costs of defense incurred in the investigation, settlement and/or defense of any claim will reduce the Limits available under the applicable Membership Level.
3. SCD will have no further obligation to pay or indemnify Member for any damages, costs of defense, or any other amounts when the Limit available under the applicable Membership Level has been exhausted.
4. A claim will be deemed to have been first made against Member when notice of such claim is received by the Member, All claims arising out of the same act of self-defense while using a legally possessed firearm will be deemed to be a single claim that was made at the time the first of those claims is made against any Member and will be deemed to have been reported at the time the first of those claims was reported to SCD.

B. Defense Payments and Expenses

1. With respect to any claim that is investigated, defended and/or settled, SCD, agrees to pay, subject to the limits available under the applicable Membership Level:
 - a. all expenses SCD incurs.
 - b. for the cost of bonds to release attachments,

- d. all reasonable expenses incurred by Member at our request to assist SCD in the investigation or defense of the claim, including actual loss of earnings a day (up to limits available under the applicable Membership Level) because of time off from work.
- e. all court costs taxed against Member in the claim. However, these payments do not include attorneys' fees or attorneys' expenses taxed against Member.
- f. prejudgment interest awarded against Member on that part of a judgment SCD pays. If SCD, makes an offer to pay the remaining limits available under the applicable Membership Level, SCD will not pay any prejudgment interest based on that period of time after the offer.
- g. interest on the full amount of any judgment that accrues after entry of the judgment and before SCD judgment that is within the applicable Limit.

SCD's payment of costs of defense and the amounts set forth above will reduce the applicable and available Limits under the applicable Membership Level.

2. SCD has no obligation to pay any amounts or provide a defense in connection with the investigation or defense of any criminal charge or criminal proceeding against Member.

C. Lost, Stolen, or Loaned Firearms

1. Subject to the Limits available under the applicable Membership Level for Lost, Stolen, or Loaned Firearms and to all other terms, conditions, limitations and exclusions in or a part of this Membership Agreement, SCD will pay on Member's behalf damages and costs of defense Member becomes legally obligated to pay for bodily injury or property damage resulting from claims first made against Member and reported to SCD as soon as practicable during the Membership Period arising out of the use of a firearm that is legally possessed by Member but is lost, stolen, or loaned by Member to someone who is not a member and is thereafter used to cause bodily injury or property damage, provided that:
 - a. the conduct causing the bodily injury or property damage takes place in the membership territory; and
 - b. the entirety of the bodily injury or property damage took place during the Membership Period.

II. DEFINITIONS APPLICABLE TO CIVIL LIABILITY PROTECTION BENEFIT

1. “Act of self-defense” means the act of defending oneself or others by the threatened or actual use of a legally possessed firearm. This definition also includes the use of a firearm in the rendering of emergency assistance solely at the request of a uniformed law enforcement officer.
2. “Bodily injury” means bodily injury, sickness or disease, or death sustained by a person, due to an act of self-defense.
3. “Claim” means any civil action, suit, arbitration, proceeding, or written demand received by Member seeking to hold Member responsible for bodily injury or property damage as a result of an insured’s act of self-defense while using a legally possessed firearm.
4. “Conviction” means a trial court adjudication, judgment, order, or ruling finding a party guilty of a crime.
5. “membership territory” means the United States of America but does not include its territories and possessions.
6. “Damages” means the amount Member become legally obligated to pay, including judgments, pre- or post-judgment interest, awards, or settlements negotiated with our prior approval, but shall not include fines, sanctions, penalties, punitive or exemplary damages, or multiples of compensatory damages.
7. “Employee” means a natural person who the Member compensates, either pursuant to contract or otherwise, by wages, salary, commissions, or other forms of payment for performance of services for and on Member’s behalf, including a leased worker, volunteer or intern. Employee does not include a temporary worker.
8. “Firearm” means any instrument of an offensive or defensive nature, by whatever name known, which is designed to expel a projectile or projectiles by the action of an explosive. “Firearm” includes, but is not limited to, pistols, revolvers, shotguns, rifles and machine guns.”
9. “Member” means:
 1. the Primary Member; and
 2. the Secondary Member, Spouse or Domestic Partner of the Primary Member, if the Primary Member has previously purchased this optional protection.
 3. Children of the Primary Member or Secondary Member who is a person related by blood, law, or guardianship of the person, who has not attained 18 years of age.

10. "Leased worker" means a person leased to a member by a labor leasing firm to perform duties related to the conduct of a member's business.

Leased worker does not include a temporary worker.
11. "Legally possessed" means Member ownership or use, as authorized by local, state, or federal law, of the firearm used in the act of self defense. The alleged violation of a conceal carry law shall not mean that the firearm used in the act of self-defense was not legally possessed.
12. "Property damage" means:
 - a. physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the act of self-defence that caused it.
13. "Temporary worker" means a person who is furnished to Member to substitute for a permanent employee on leave or to meet seasonal or short-term workload conditions.

IV. CONDITIONS APPLICABLE TO CIVIL LIABILITY PROTECTION BENEFIT

1. Bankruptcy

The bankruptcy or insolvency of Member or Member's estate will not relieve SCD of our obligations under this Membership Agreement.

2. Duties in the Event of Claim or Occurrence

- a. Notice of a claim must be provided to SCD by notice in writing as soon as practicable during the Membership period, but in no event later than sixty (60) days after Member first receive notice of the claim. If a claim is received by any of Member, Member must:
 - 1) immediately send SCD copies of any demands, notices, summonses, or legal papers received in connection with the claim;
 - 2) authorize SCD to obtain records and other information;
 - 3) cooperate with SCD in the investigation, defense and/ or settlement of the claim; and
 - 4) assist SCD, upon its request, in the enforcement of any right against any person or organization who or which may be

liable to Member because of bodily injury or property damage to which this Membership Agreement may apply.

- b. Member must also notify SCD by notice in writing immediately of an act of self-defence by Member which may result in a claim. To the extent possible, notice should include:
 - 1) how, when and where the act of self-defence took place;
 - 2) the names and addresses of any injured persons and witnesses; and
 - 3) the nature and location of any bodily injury or property damage arising out of the act of self-defence.

If Member provides notice to SCD during the Membership Period of an act of self-defence, any claim made thereafter for or arising from such act of self-defence shall be deemed to have been first made against Member on the date Member gave the SCD notice of the act of self-defence.

- c. The notices required to be sent to the SCD pursuant to 2.a. and 2.b. above must be sent to the following:

Thomas W. Wilson, Jr., Esq.
Wilson, Elser, Moskowitz, Edelman & Dicker, LLP
150 E. 42nd Street
New York, New York 10017
Phone: (212)490-3000 Fax: (212) 490-3038
E-Mail: thomas.wilsonjr@wilsonelser.com

- d. Member cannot, except at Member's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against the SCD

- a. No action shall lie against SCD unless as a condition precedent thereto, there has been full compliance by Member with all of the terms of this Membership Agreement, and until the amount of Member's obligation to pay has been finally determined either by judgment against Member after actual trial or by written settlement agreement entered into by Member regarding a claim.
- b. Any of Member or Member's legal representative who has secured such judgment or written agreement as indicated in 3.a. above shall thereafter be entitled to recover under this Membership Agreement to the extent of the overage afforded by this Membership Agreement. No person or entity shall have any right under this Membership Agreement to join SCD as a party to any action against Member to determine Member's liability, nor shall SCD be impleaded by Member or Member's legal representatives.

4. Other Insurance

If other valid and collectible membership benefits or insurance are available to Member for damages or proceedings SCD covers under the Membership Agreement, SCD's obligations are limited as follows:

a. Primary Insurance or Membership Benefits

This Membership Agreement is primary as to each claim except

- 1) when other insurance or membership benefits are available to Member on a primary basis, in which event SCD will share with all other insurance or membership benefits applicable to the claim on the basis set forth in 4.c. below; or
- 2) when Paragraph 4.b. below applies.

b. Excess Insurance or Membership Benefits

- 1) This Membership Agreement is excess over any other insurance or membership benefit, whether primary, excess, contingent or on any other basis, that is effective prior to the beginning of the Membership Period of this Membership Agreement and which other insurance or membership benefit applies to bodily injury or property damage on any basis other than a claims-made basis, if such other insurance or membership has a membership period which continues after the SCD Membership Period.
- 2) When this Membership Agreement is excess over other insurance or membership benefits, SCD will have no duty to defend Member against any claim if any other insurer has a duty to defend Member against that claim. If no other insurer or membership defends, SCD will undertake to do so, but SCD will be entitled to Member's rights against all other insurers or memberships.
- 3) When this Membership Agreement is excess over other insurance or membership benefits, SCD will pay only their share of the amount of damages, if any, that exceeds the sum of:
 - a) the total amount that all such other insurance or membership benefit would pay for the damages in the absence of this Membership Agreement; and
 - b) the total of all deductible and self-insured amounts under all other insurance or membership benefit.
- 4) SCD will share the remaining loss, if any, with any other insurance or membership benefit that is not described in this Excess Insurance or membership benefit provision and is not stated specifically to apply in excess of the limits available under the applicable Membership Level.

c. Method of Sharing

If all of the other insurance or membership benefits permits contribution by equal shares, SCD will follow this method also. Under this approach each insurer or membership contributes equal amounts until it has paid its applicable limit of protection or none of the loss remains, whichever comes first. If any of the other insurance or membership benefit does not permit contribution by equal shares, SCD will contribute by limits. Under this method, each party's share is based on the ratio of its applicable limit of protection to the total applicable limits of protection of all parties and insurers or memberships.

5. Separation of Insureds or Memberships

Except with respect to the Limits of Protection, and any rights or duties specifically assigned to the Member, this Membership Agreement applies:

- a. as if each Member were the only Member; and
- b. separately to each Member against whom a claim is made.

This condition will not increase SCD's limit of liability for any claim.

6. Appeals

In the event a judgment is entered against any of Member and Member or Member's other insurers or memberships elect not to appeal such judgment, SCD may elect at its sole discretion to make such appeal at its cost and expense, and SCD shall not be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the liability for damages and costs of defense exceed the limits available under the applicable Membership Level.

7. Transfer of Rights of Recovery Against Others to SCD

If any Member has rights to recover all or part of any payment made under the Civil Liability Protection Benefit, those rights are transferred to SCD. Member must do nothing after loss to impair these rights. At SCD's request, Member will transfer those rights to SCD and help SCD enforce them.

8. Changes

This Membership Agreement contains all the agreements between Member and SCD. Only the Member is authorized to make changes in the terms of this Membership Agreement with SCD's consent. The terms of this Membership Agreement can be amended or waived only by written endorsement duly signed and issued by SCD and made a part of this Membership Agreement.

V. EXCLUSIONS APPLICABLE TO CIVIL LIABILITY PROTECTION BENEFIT

The coverage under this Membership Agreement does not apply to:

1. Any claim or liability arising out of Member's employment, occupation, profession, trade, or work.
2. Property damage to:
 - a. property owned by or occupied by or rented to Member, including any costs or expenses incurred by Member, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason; or
 - b. property used by Member; or
 - c. property in the care, custody, or control of the insured or as to the property over which the insured is for any purpose exercising physical control
3. Any claim arising out of any criminal act by Member or as a result of Member's conduct while Member were under the influence of alcohol, intoxicants, narcotics or any other controlled, addictive, or mind-altering substance, as defined by applicable local, state or federal laws, regulations, rules, or ordinances.