



## Member Commitment Package

*Complete Legal Protection for Armed Self Defense*

8917 Eagle Ridge Ct., West Chester, OH 45069  
513-463-0075 - [www.SecondCallDefense.org](http://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 others. However, even though most states allow you to own, use, and carry firearms or any legal weapon 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 those who are forced to defend themselves or others with a firearm, or any legal weapon.

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 any legal weapon, 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 right to defend yourself.

### RAPID RESPONSE

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

### FINANCIAL SUPPORT

Up-front money from the 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. Civil Suit Legal, and Liability protection provided up to One-Million Dollars (\$1,000,000), includes Accidental Shooting Protection. Additionally Criminal Defense related to the use of any Legal Weapons in self-defense provides protection up to One Hundred Thousand (\$100,000.00).

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#### Join Online:

[www.SecondCallDefense.org](http://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. An 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 upon prima facie showing of self-defense, 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 The Second Amendment Support 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:

[www.secondcalldefense.org](http://www.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 (excluding residents of WA, NY, NJ and United States territories and possessions) to join Second Call Defense.

## Services

Primary Member shall receive all 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 components of the Protection Plan relating to Civil Suit Defense Costs, Civil Suit Damages, Accidental Shooting Protection, and Lost, Stolen or Loaned Firearms Liability are backed by an insurance product. The Plan Terms and Conditions may be changed at any time at the absolute discretion of Second Call Defense, and Second Call Defense's only obligation is to provide the Primary Member, with an updated version of the membership agreement posted on the Second Call Defense website.

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 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 do not replace or modify the updated version of the Membership Agreement terms, posted on the Second Call Defense website, 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 averse to the purpose, continued operation of and good reputation of Second Call Defense. If 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 any such payments.

## Settlement of Dispute

All disputes between you and SECOND CALL DEFENSE 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- M E N T I O N E D 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 Entry Level	Defender Full Protection	Ultimate Elite Protection
<b>Training &amp; Education</b> Member Newsletter Self-Defense News Online Lethal Force Seminar Online Training Videos Special Guides & Checklists	<b>Training &amp; Education</b> Member Newsletter Self-Defense News Online Lethal Force Seminar Online Training Videos Special Guides & Checklists	<b>Training &amp; Education</b> Member Newsletter Self-Defense News Online Lethal Force Seminar Online Training Videos Special Guides & Checklists
<b>Rapid Response</b> 24/7 Emergency Legal Hotline Personal Crisis Manager Nationwide Attorney Network Access Local Attorney Referral in 24 Hours Choice of Defense Attorney (Criminal) Emergency Contact Notification - - - -	<b>Rapid Response</b> 24/7 Emergency Legal Hotline Personal Crisis Manager Nationwide Attorney Network Access Local Attorney Referral in 24 Hours Choice of Defense Attorney (Criminal) Emergency Contact Notification Expert Witness Coordination Gun Retrieval or Replacement Psychological Support - 20 Sessions On-Site Assistance	<b>Rapid Response</b> 24/7 Emergency Legal Hotline Personal Crisis Manager Nationwide Attorney Network Access Local Attorney Referral in 24 Hours Choice of Defense Attorney (Criminal) Emergency Contact Notification Expert Witness Coordination Gun Retrieval or Replacement Psychological Support - 40 Sessions On-Site Assistance
<b>Legal Defense &amp; Indemnity - Civil</b> - - Accidental Shooting Protection up to \$10,000	<b>Legal Defense &amp; Indemnity - Civil</b> Civil Suit Defense Protection up to \$500,000 Civil Suit Damages Protection up to \$50,000 Accidental Shooting Protection up to \$50,000	<b>Legal Defense &amp; Indemnity - Civil</b> Civil Suit Defense Protection up to \$1,000,000 Civil Suit Damages Protection up to \$250,000 Accidental Shooting Protection up to \$250,000
<b>Financial Support*</b> 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	<b>Financial Support*</b> 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	<b>Financial Support*</b> 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
<b>Legal Protection - Criminal*</b> Criminal Defense Grant up to \$100,000 Protection for all Legal Weapons Includes: - Red Flag - Emergency Risk Protection Orders - Unfounded Restraining Orders - Gun Confiscation without Due Process - And More	<b>Legal Protection - Criminal*</b> Criminal Defense Grant up to \$100,000 Protection for all Legal Weapons Includes: - Red Flag - Emergency Risk Protection Orders - Unfounded Restraining Orders - Gun Confiscation without Due Process - And More	<b>Legal Protection - Criminal*</b> Criminal Defense Grant up to \$100,000 Protection for all Legal Weapons Includes: - Red Flag - Emergency Risk Protection Orders - Unfounded Restraining Orders - Gun Confiscation without Due Process - And More

\*Second Amendment Support Foundation

If you're ever involved in a self-defense incident, you have the support of the Second Amendment Support Foundation. That's why ALL Second Call Defense members, regardless of membership level, have equal access to the same defense resources through the Second Amendment Support Foundation. The Foundation exists to provide grants for Financial Support and for Criminal Legal Protection for responsibly armed citizens who face prosecution and other situations, such as red flag laws, emergency risk protection orders, unfounded restraining orders, gun confiscation without due process; however, specific grant amounts are not guaranteed and are subject to the Foundation's approval process. The Second Amendment Support Foundation is not associated with Second Call Defense. Grants are available to all U.S. citizens. For more information on the Foundation, visit [www.secondamendmentsupport.org](http://www.secondamendmentsupport.org).

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## 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 any legal weapon 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, upon prima facie showing of self-defense, Second Call Defense provides money for bond so that the Member will be released from jail 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 communicate with emergency contacts provided by the Member to ensure that they are apprised of the situation and can provide additional assistance as needed.

Immediately upon arrest or detainment, 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's attorney with immediate cash for a 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.

#### Member Services

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

We recommend you call 911 to summon help, then call the Second Call Defense Emergency Legal Hotline. 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 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 and for that attorney to be free to defend you aggressively and completely.

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

There is no waiting. No approval periods. No delay. Immediately upon 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. And you NEVER have to pay back anything.

**Covers all legal weapons, including firearms and knives.**

Unlike some plans that cover only concealed carry, Second Call Defense protects you no matter what legal weapon you use. The protection follows YOU, not your weapon. So even if you use someone else's weapon in self-defense, you're protected.

**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. (excluding residents of WA, NY, NJ and United States territories and possessions) 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 or husband. To make this more affordable, we can add a spouse to your membership plan for just a few dollars. He or she will be considered a full member and share ALL the same benefits.

## Member Benefit Specifics

Choose the level of protection best for you, either Basic, Defender, or Ultimate. The following is a description of the maximum benefits 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 exercise your Second Amendment rights responsibly and legally.

**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 the Second Call Defense Emergency Legal Hotline. 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 all your legal and financial problems are solved. You'll never feel alone in your time of need.

### 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 attorney who is ready to defend you against criminal or civil charges. Not only can you choose from the list of Attorneys we provide, all Second Call Defense Members can retain any attorney they choose. Upon request, Second Call Defense will speak with any Attorney you choose, to make sure that they are fully vetted on your behalf.

### **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 Second Call Defense 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 to specify one or more Emergency Contacts whom we'll notify immediately if you're ever involved in an act of self-defense. It's just one more part of the Rapid Response Team you'll have ready 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, weapons, defensive tactics, physiological responses, and other factors that can play into your situation. So, we stand ready to arrange for experts to testify for 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 firearms, should be returned to the rightful owner after a not guilty verdict or a case has been dismissed. 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, purchase you 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, but it can also create deep psychological scars as well. Being forced to use your firearm or other weapon 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 40 one-hour sessions for you and/or your family with a counselor 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 weapon. However, when the unexpected happens and the "stuff" hits the fan or the situation gets out of control, one of our partners will personally drive or fly to your location to render any needed assistance. When we say we have your back, we mean it!

### **Up to \$25,000 Immediate Cash for a Bond up to \$250,000**

In some situations, the police may take you into custody and a judge will order that you must stay in jail unless you are able to provide "bail." This is a Non-Refundable Payment. 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 immediate cash 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 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 Cleanup**

Self-defense with a weapon of any kind is not pleasant or pretty. You can be left with a horrible aftermath in your home, including physical damage, stains, and biological hazards. If your homeowner policy doesn't cover this, we provide funds for cleanup 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 or other weapons. 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 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 \$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 can still be found guilty and 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," you'll have access to funds 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 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 his 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.

### **Up to \$250,000 Accidental Shooting Protection**

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

### **Up to \$100,000 Criminal Defense Protection**

Legal fees required to successfully defend you in a criminal case can be overwhelming. You may 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**

Red Flag Law/Extreme Risk Protection Order. If a Member becomes a respondent to, or the subject of, a validly issued Extreme Risk Protection Order, Second Call Defense will provide the Member with an Attorney referral list that Member may use to choose representation, in any legal proceeding resulting from the issuance of such Order. This service does not apply to any legal matters existing prior to becoming a Member of Second Call Defense, relating to extensions, renewals, terminations or appeals of any existing Extreme Risk Protection Order. This service only applies to an Extreme Risk Protection Order arising from a "Legally Justified Act of self-defense," and services related to Extreme Risk Protection Orders are available upon application and approval by Second Amendment Support, Inc., on a case-by-case basis.



## TERMS AND CONDITIONS

### A. Defense Coverage

**1.** Membership: Upon prima facie showing of self-defense, (Member or Member's Attorney must show some evidence of self-defense even though it may be refutable prior to Second Call Defense disbursement of money to the bail agent) "We" will pay on behalf of a "Member", subject to the Limits of the applicable Membership Level described in Member Agreement all sums that a "Member" becomes legally obligated to pay as "Defense Costs" because of a "event involving the use of any legally possessed weapon, in self-defense." Member shall report event to Second Call Defense as soon as practical, no later than 10 days from the event occurrence provided that:

- a.** The "Event" arises out of a "Members Legally Justified Act of Self-Defense or Defense of Others" committed by the "Members" use of a "Any Legally Possessed Weapon" and such "Act of Self-Defense or Defense of Others" occurred after becoming a member of Second Call Defense the "Membership Date" but before the end of the expiration of "Membership Period", as recorded in the membership enrollment records and maintained by Rockwood or.
- b.** The "Event" arises out of a "Member's Use" of a "Legally Possessed Weapon" committed by a "Member" during a "Legally Justified Act" and such "Use" occurred after the "Membership Date" and before the end of the "Membership Period" as recorded in the membership enrollment records and maintained by Rockwood.

### B. Defense Costs

**2.** Subject to all the terms, conditions, and exclusions of this Second Call Defense Membership and any applicable local, state, or federal law, upon prima facie showing of self-defense the Foundation will provide coverage to Member for "Criminal Defense Costs" incurred in connection with the investigation and/or defense of a "Member," with respect to any criminal charge or criminal proceeding up to the Criminal Defense Limit of the Membership described in Member Agreement, arising out of an "Event", involving the use of any "Legally Possessed Weapon," and any "Defense Cost" incurred in the defense of a "Member" will operate to erode the Limits of the Membership of the Membership described in Member Agreement, but:

- a.** The amount we will pay to "Defend Member" is limited to the Limits of the Membership described in the Member Agreement. But:
- b.** No further defense will be provided: When the applicable Limits of Member's Membership described in the Member Agreement has been exhausted. No other obligation or liability to pay sums or perform acts or services is covered except if, explicitly approved by the Second Amendment Support Foundation, Inc.

3. This Members Membership Agreement applies to Criminal Defense only if:
- a. The "Event" takes place in the "Coverage Territory;" and
  - b. The entirety of the "Event" requiring Member to use any "Legally Possessed Weapon" *for self-defense* occurred after "Membership Date" but before the end of the expiration of "Membership Period," as recorded in the Second Call Defense organization membership enrollment records and maintained by Rockwood; and
  - c. For cost of bail bonds required because of an "Event," "Act of Self-Defense" or "Discharge" for which Member is incarcerated for this "Membership" applies but only for bond amounts within the applicable Limits of the Membership described in Member Agreement, Second Call Defense shall not be required to furnish these bonds absent prima facie showing of self-defense.
  - d. All court costs charged shall be paid within and diminish the applicable Limits of the Membership described in the Member Agreement.
  - e. Biohazard remediation and clean-up of the member's "residence premises" because of an "occurrence" during the term of the Membership period on or in the member's "residence."
  - f. The Membership Limit, for Criminal Defense, is the most we will pay in defending and/or investigating a criminal charge or criminal proceeding resulting from an "Event" to which the Criminal Defense provided by this "Member Agreement" applies. The Limits of Member's Membership described in the Member Agreement applicable to an "Event," are those limits associated with the membership to which the "Member" is entitled on the date that an "Event" occurs.
  - g. Member can only be a Member of SECOND CALL DEFENSE under one (1) Membership Agreement, Member Shall not be enrolled as Member of Second Call Defense under more than one Membership Agreement at a time as a Primary or Secondary Member under any circumstances. If this occurs, the earlier Membership Agreement entered shall control, and any subsequent Membership Agreement entered is VOID. Reimbursement may be available for future Civil Liability Insurance Premiums only.

## EXCLUSIONS

This Member Benefit Policy does not apply to any “Claim” or “Event” 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 “. 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 any obligation to indemnify another in whole or in part for such “Bodily Injury” or “Property Damage.”
- C.** The use of any “Weapon” by any “Member” while under the influence of any intoxicating substance(s), narcotic(s), controlled substance(s), or alcoholic beverage(s).
- D.** An “Employee”, former “Employee”, or job applicant of any “Member.”
- E.** The use of a “Weapon” 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 “Claim” or “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.”
- 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.** Domestic Relationships: Second Call Defense will not provide member services for any domestic violence, or relationship incident, related criminal investigation, or prosecution arising from a use of force incident involving a Second Call Defense member and a current or former member of the household, including, but not limited to, a current or former spouse, adult or minor child, or involving those in a current or former dating relationship as defined by applicable state law.
- J.** Liability arising outside the United States of America.

## DEFINITIONS

**A. “Act of Necessity”** means conduct of a Member in the threatened or actual use of a “Legally Possessed Weapon” 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 Weapon” 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. “Act of self-defense” means the act of defending one’s person or others by the actual or threatened use of a “Legally Possessed Weapon,” against an unlawful, unprovoked, and imminent threat of death or serious bodily injury or harm by an aggressor, but only if: (a) any force used is both reasonable under the circumstances and proportionate to the threat; and (b) the act is permitted by applicable law.

**C. “Act Under Duress”** means conduct of a Member in the threatened or actual use of a “Legally Possessed Weapon” that is done under 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 that it is determined that such Member was deprived of the free will to make a decision to commit the said conduct and that such conduct of the Member 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.

**D. “Bodily Injury”** means bodily injury, sustained by a person, including death resulting from such injury at any time.

**E. “Membership Period”** means the enrollment period of Member’s Membership but before the end of the expiration of “Membership Period” or any shorter period resulting from a “Termination of Membership” as defined in the MEMBERSHIP AGREEMENT TERMS.

**F. “Coverage Territory”** means the United States of America, excluding its territories and possessions. “Membership Territory” means the United States of America (excluding WA, NY, NJ and its territories and possessions).

**G. “Prima facie showing of self-defense”** means that Member or 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 Criminal Defense of a “Member” arising from an “Event of Self-Defense,” upon prima facie showing of self-defense. Defense Costs include the payment of any required attorney retainer, attorney’s fees, bail bonds if incurred by a “Member” with “Our” written consent.

**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. “Event”** means any actual or alleged “Act of Self-Defense or Defense of Others” or “Legally Justified Act” involving the use of any “Weapon” by a “Member” occurring on or during the “Membership Period” of the Member’s Membership but before the end of the expiration of “Membership Period” or any shorter period resulting from a “Termination of Membership” as defined in the MEMBERSHIP AGREEMENT TERMS.

**K. “Brandishing”** means only the necessary and lawful display of a “Firearm” in self-defense.

**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 the “Membership Agreement.”

**N. “Member”** means: the person named in the membership agreement.

1. the “Primary Member”; and
2. the “Secondary Member,” who is a Spouse, Domestic or Civil Partner of the “Primary Member”, if the “Primary Member” has previously purchased this optional protection.
3. other “Household Member” - Any individual who is not a "Second Call Defense member" but who is related by blood or marriage to the "Second Call Defense member" or is a minor person in the legal custody of the "Second Call Defense member", provided that such relative or minor person permanently resides with the "Second Call Defense member" at the "Second Call Defense member's" permanent residency.

**O. “Member Location”** means:

1. the “Individual Member’s” residence.
2. any other premises, structures or grounds used by the “Individual Member” as a residence; or any other place where the "Individual Member" has a legal right to be and carries a "Legally Possessed Weapon."

**P. “Legally Justified Act”** means conduct of a Member in the threatened or actual use of a “Legally Possessed Weapon” 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.

Some laws specifically discourage citizens from taking matters into their own hands and acting as law enforcement. This is true even if you think you are performing a good deed by protecting someone or helping law enforcement. A person risks criminal charges if that person interferes in a struggle and protects the person who was at fault, even if he or she mistakenly believed that person did not create the situation.

**Q.** “Legally Possessed” means a “Member’s” possession and use of a particular “Weapon” used in an “Event”, that is legally authorized by all applicable local, state, and federal ordinance, law, and regulation.

**R.** “Membership Agreement” means the “Membership Agreement” entered into by the “Member.” The “Membership Agreement” provides the “Member” NO Member coverage separate and apart from the Membership evidenced by the “Membership Agreement.”

**S.** “Weapon” means any instrument of an offensive or defensive nature, by whatever name known. “Weapon” includes, but is not limited to Firearms, Knives, Pepper Spray, Stun Guns, Tasers, Steel Batons, Tactical Pens, and Baseball Bats.

The Second Amendment Support Foundation, Inc., is not associated with or included in the Second Call Defense Membership and is not a guaranteed member benefit of Second Call Defense Membership. Access to the Second Amendment Support Foundation, Inc., is available to all Second Call Defense Members and responsible American gun owners.

## **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, SECOND CALL DEFENSE 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 SECOND CALL DEFENSE no later than 10 days from occurrence, during the Membership Period arising out of a member’s act of self-defense, or accidental discharge while using any legally possessed weapon provided that:
  - a. the member’s 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. SECOND CALL DEFENSE 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. SECOND CALL DEFENSE will have no further obligation to pay or indemnify the member for any damages, cost 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 the Member when notice of such claim is received by the Member. All claims arising out of the same act of self-defense while using any legally possessed weapon 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 SECOND CALL DEFENSE.

**B. Defense Payments and Expenses**

1. With respect to any claim that is investigated, defended and/or settled, SECOND CALL DEFENSE, agrees to pay, subject to the limits available under the applicable Membership Level:
  - a. all expenses SECOND CALL DEFENSE incurs.
  - b. for the cost of bonds to release attachments.
  - c. all reasonable expenses incurred by Member at our request to assist SECOND CALL DEFENSE in the investigation or defense of the claim, including actual loss of earnings a day (up to the limits available under the applicable Membership Level) because of time off from work
  - d. all court costs taxed against Member in the claim. However, these payments do not include attorney's fees or attorney's expenses taxed against the member.
  - e. prejudgment interest awarded against Member on that part of a judgment SECOND CALL DEFENSE, makes an offer to pay the remaining limits available under the applicable Membership Level, SECOND CALL DEFENSE will not pay any prejudgment interest based on that period of time after the offer.
  - f. interest on the full amount of any judgment that accrues after entry of the judgment and before SECOND CALL DEFENSE judgment that is within the applicable limit.

SECOND CALL DEFENSE'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. SECOND CALL DEFENSE 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 not related to the affirmative defense of self-defense.

**C. Lost, Stolen, or Loaned Weapons**

1. Subject to the Limits available under the applicable Membership Level for Lost, Stolen, or Loaned Weapons and to all other terms, conditions, limitations and exclusions in or a part of this Membership Agreement, SECOND CALL DEFENSE 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 SECOND CALL DEFENSE as soon as practicable during the Membership Period arising out of the use of a weapon 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 any legally possessed weapon. This definition also includes the use of any legally possessed weapon 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 because of an insured's act of self-defense while using any legally possessed weapon.
4. "Conviction" means a trial court adjudication, judgment, order, or ruling finding a party guilty of a crime.
5. "Coverage Territory" means the United States of America, excluding its territories and possessions. "Membership Territory" means the United States of America (excluding WA, NY, NJ, and its territories and possessions).
6. "Damages" means the amount the Member becomes 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. "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.
8. "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.
9. "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."
10. "Member" means:
- a. the Primary Member; and
  - b. the Secondary Member, Spouse or Domestic Partner of the Primary Member, if the Primary Member has previously purchased this optional protection.
  - c. 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.
11. "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.
12. "Legally possessed" means Member's ownership or use, as authorized by local state, or federal law, of any weapon used in the act of self- defense. The alleged violation of a conceal carry law shall not mean that the firearm or any legal weapon authorized by law used in the act of self-defense was not legally possessed.
13. "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-defense that caused it.
14. "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.
15. "Weapon" means any instrument of an offensive or defensive nature, by whatever name known. "Weapon" includes, but is not limited to Firearms, Knives, Pepper Spray, Stun Guns, Tasers, Steel Batons, Tactical Pens, and Baseball Bats.

## **IV. CONDITIONS APPLICABLE TO CIVIL LIABILITY PROTECTION BENEFIT**

### **1. Bankruptcy**

The bankruptcy or insolvency of Member or Member's estate will not relieve SECOND CALL DEFENSE 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 SECOND CALL DEFENSE 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 SECOND CALL DEFENSE copies of any demands, notices, summons, or legal papers received in connection with the claim.
- 2)** authorize SECOND CALL DEFENSE to obtain records and other information.
- 3)** cooperate with SECOND CALL DEFENSE in the investigation, defense and / or settlement of the claim; and assist SECOND CALL DEFENSE, 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 SECOND CALL DEFENSE by notice in writing immediately of an act of self-defense by Member which may result in a claim. To the extent possible, notice should include:

- 1)** how, when and where the act of self-defense 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-defense

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

c. The notices required to be sent to the SECOND CALL DEFENSE 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 SECOND CALL DEFENSE**

- a. No action shall lie against SECOND CALL DEFENSE unless as a condition precedent thereto, there has been full compliance by Member with all 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 Members'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 coverage afforded by this Membership Agreement. No person or entity shall have any right under this Membership Agreement to join SECOND CALL DEFENSE as a party to any action against Member to determine Member's liability, nor shall SECOND CALL DEFENSE 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 SECOND CALL DEFENSE covers under the Membership Agreement, SECOND CALL DEFENSE'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 SECOND CALL DEFENSE 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 SECOND CALL DEFENSE Membership Period.
- 2) When this Membership Agreement is excess over other insurance or membership benefits, SECOND CALL DEFENSE 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, SECOND CALL DEFENSE will undertake to do so, but SECOND CALL DEFENSE 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, SECOND CALL DEFENSE 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) SECOND CALL DEFENSE 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, 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 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, SECOND CALL DEFENSE 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 SECOND CALL DEFENSE's limit of any liability for any claim.

## 6. Appeals

In the event a judgment is entered against any Member or Member's other insurers, or memberships elect not to appeal such judgment, SECOND CALL DEFENSE may elect at its sole discretion to make such appeal at its cost and expense, and SECOND CALL DEFENSE 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 SECOND CALL DEFENSE

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 SECOND CALL DEFENSE. Member must do nothing after loss to impair these rights. At SECOND CALL DEFENSE's request, Member will transfer those rights to SECOND CALL DEFENSE and help SECOND CALL DEFENSE enforce them.

## 8. Changes

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

## DISCLAIMER

Insurance Disclaimer: All coverages are subject to the terms, conditions, and exclusions of the actual Policy. Informational statements on Second Call Defense's website regarding the Policy, insurance coverage and other content are for general description and informational purposes only, do not constitute professional advice, and Second Call Defense provides no warranty as to their accuracy. Second Call Defense's website does not make any representations that insurance coverage does or does not exist for any claim or loss, or type of claim or loss, under the Policy. Whether coverage exists or does not exist, for any claim or loss under the Policy, depends on the facts and circumstances involved in the claim or loss and all applicable Policy wording.

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