

NORTHERN NEW ENGLAND BENEFIT TRUST

# DUTY-RELATED LEGAL DEFENSE BENEFIT

THIS SECTION APPLIES ONLY TO  
LAW ENFORCEMENT EMPLOYEES



# NORTHERN NEW ENGLAND BENEFIT TRUST

## LEGAL DEFENSE BENEFIT

### The Benefit

The Trust will pay a covered member's legal fees for the following matters arising directly from a "duty related incident" as defined below.

1. Defense of criminal charges, including all hearings or appearances before any court of Federal, State or local government, in which the covered member is the defendant.
2. Advice, consultation and preparation for a grand jury investigation hearing involving a covered member.
3. Defense of all civil lawsuits.
4. Defense of administrative proceedings arising from incidents involving a member of the public.

Covered members have access to a twenty-four (24) hour emergency hotline for assistance for duty related incidents involving the arrest of a covered member or on-duty shootings by the covered member (1-800-322-ATTY).

### Definitions

**"Duty Related Incident"** means an actual or alleged act or omission of the covered member that occurs, while coverage is in effect and while the covered member is acting within the scope of his or her authority as a law enforcement officer for which criminal charges or civil or administrative actions are brought against the covered member. A duty related incident can occur on or off duty.

**"Legal Action"** means a lawsuit, proceeding, criminal charge(s) or other legal or administrative action resulting from a duty related incident.

**"Legal Fees"** means the amount charged the covered member for legal services by an attorney, not to exceed the reasonable, usual and customary fee charged by attorneys for a given service in the area where the service is rendered.

**"Notice"** means a written report of a duty related incident or a legal action made to the Trust. A notice must include sufficient information to identify the covered member and the time, place and circumstances of the duty related incident and the nature of the legal action.

**“Covered Member”** means a covered participant, who is employed in a bargaining unit whose members receive medical benefits under a Plan maintained by the Trust and who is employed as a police officer, sheriff, deputy sheriff, corrections officer, dispatcher or such additional law enforcement employee classifications as determined, in writing, by the Trust.

**“Participating Attorney”** means a lawyer associated with and/or employed by Regan Associates, Chartered.

**“Reimbursable Costs”** means filing fees, court costs and transcripts.

## **Exclusions**

There are no benefits for:

1. Acts or omissions that are not duty related.
2. The cost of bail bonds, appeal bonds or other bonds.
3. The payment of judgments, awards, settlements, fines or penalties of any kind.
4. Any duty related incident occurring prior to the effective date of the covered member’s eligibility.
5. Any duty related incident for which representation is provided by a motor vehicle liability insurance policy.
6. Defense of administrative proceedings based on intentional breaches of the rules and regulations of the covered member’s employer.
7. Any legal action or dispute between a covered member and his or her fellow employees whether law enforcement officers or other governmental employees.

## **Limitations**

Legal fees are fully paid when using a participating attorney. If the covered member uses an attorney who is not a participating attorney, the Trust pays the covered member’s legal fees up to the amounts shown in the “Non-Participating Attorney Indemnity Schedule.”

With respect to Plan benefits for defense of civil actions, when covered members are co-defendants in a civil action in which their employer is also named and has a duty to provide defense, and assuming there is no substantial legal conflict in the positions of the covered members, the Trust covers the fees of only one attorney to represent all covered members.

## Conditions

When a covered member becomes aware of a duty related incident or a legal action, a report must be given by or for the covered member to the Trust as soon as practicable. Only duty related incidents or legal actions reported to the Trust while coverage is in effect are covered by the Trust

## Schedule of Benefits

### Participating Attorney: Paid in Full

BENEFIT	MAXIMUM BENEFIT
Defense Of Criminal Charges	Paid in full
Advice, Consultation & Preparation For Grand Jury Hearings	Paid in full
Defense Of Civil Lawsuits	Paid in full
Defense Of Employment Disciplinary Proceedings Involving "Official Misconduct" And Not Non-Duty Related Personnel Matters	Paid in full

Reimbursable costs are paid in full. However, the limitation for investigative fees in connection with the above covered matters is \$1,000, and the limitation for expert witness fees is \$3,500.

### Non-Participating Attorneys: Indemnity Schedule

Benefit	Maximum Benefit
Defense Of Criminal Charges	
1. Pleading And Preparation Prior To Trial	\$10,000
2. Up To \$800 Per Day Of Trial	\$10,000
Advice, Consultation & Preparation For Grand Jury Hearings	\$3,000
Defense Of Civil Lawsuits	
1. Pleading And Preparation Prior To Trial	\$10,000
2. Up to \$800 Per Day Of Trial	\$10,000
Defense Of Employment Disciplinary Proceedings Involving "Official Misconduct" And Not Non-Duty Related Personnel Matters	\$10,000

In addition to the amounts shown above, reimbursable costs, investigative fees and expert witness fees are covered up to a total of \$1,000 combined.

The fees for non-participating attorneys are payable at the rate of \$85.00 per hour.

### **Termination of Coverage**

A member's coverage under the Plan will end –

1. At the conclusion of the month after the member's employment ends;
2. At the conclusion of the month after the member's employer ceases to be a contributor;
3. If the member's employer fails to make any required contributions;
4. If the member otherwise becomes ineligible; or
5. If the Trust ends or modifies the Plan.

### **Plan Period –Territory**

The coverage provided by the Trust applies to any legal action brought within the United States of America.

### **Choice Of Counsel**

The covered member has the free and unrestricted right to employ an attorney of his or her choice. The Trust has no obligation to recommend counsel and is not a guarantor in any manner of the skill of counsel chosen by the covered member, even if the attorney is a participating attorney.

## **Relations of The Parties**

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

## **Assignment**

A covered member's interest under the Plan is not assignable or alienable. The Trust may use amounts payable under the Plan to make direct payments to attorneys who provide covered services to covered members. No amount payable under the Plan at any time is subject in any manner to alienation by assignment of any kind. Any attempt to assign any amount payable under the Plan, whether currently payable or payable in the future is void.

## **Amendment or Termination Of Plan**

Northern New England Benefit Trust has established this Plan for the benefit of its Members under the applicable provisions of the Employee Retirement Income Security Act of 1974 (ERISA).

In keeping with the ERISA provisions, Northern New England Benefit Trust anticipates that this Plan is established as part of a health and welfare benefit plan. Northern New England Benefit Trust, however, reserves the right to amend, modify, suspend or terminate the Plan, or any part of the Plan, by written instrument executed by Northern New England Benefit Trust. This express reservation of right is intended specifically to include any and all retiree welfare benefits provided by the Plan. Any such benefits provided by the Plan at any time shall be deemed not to be vested, nor shall any retiree participant or beneficiary be exempt from this express reservation on the basis of any claim of status as a retiree participant, or entitles to continue welfare benefits of such status. Upon execution of such instrument, such instrument will become effective in accordance with its terms as to all Plan participants and all persons having or claiming any interest hereunder; provided that Northern New England Benefit Trust will not have the power to:

1. amend the Plan in such a manner as would cause or permit any part of the assets of Northern New England Benefit Trust Plan to be diverted to purposes other than for the exclusive benefit of the Plan participants and their covered dependents; or

2. amend the Plan retroactively in such a manner as would deprive any person of any benefit to which he was entitled to under the Plan prior to the amendment, unless such amendment is permitted by, or necessary to bring the Plan into compliance with any law, governmental regulation or ruling.

The Fund Director of Northern New England Benefit Trust shall have express authority to implement any Plan changes voted on by the Board of Trustees. Northern New England Benefit Trust will provide Plan participants with notice of any Plan change in writing within 60 days of the change as required under ERISA provisions.

Plan members can find more information about their specific rights under ERISA by referring to the section of this Plan Document, entitled "ERISA Information."

## **Benefit Claims and Review**

### Claims Other Than Health and Disability

You may file claims for plan benefits, and appeal adverse claim decisions, either yourself or through an authorized representative. An "authorized representative" means a person you authorize, in writing, to act on your behalf. The plan will also recognize a court order giving a person authority to submit claims on your behalf.

### Notice of Adverse Benefit Determination for Other Claims

You will be notified of the Trust's benefit determination not later than 90 days after the Trust's receipt of the claim. The time period may be extended up to an additional 90 days due to circumstances outside the Trust's control. In that case, you will be notified of the extension before the end of the initial 90-day period.

### Notification on Other Claim Decisions

If a claim for plan benefits is denied in whole or in part, you will receive written or electronic notification that will include:

1. the specific reasons for the denial with reference to the specific Plan provisions on which the denial was based,
2. a description of any additional information needed to complete the claim and an explanation of why such information is necessary,
3. a description of the Trust's claim review procedures and applicable time limits, and
4. a statement of your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

### Other Claim Appeal of an Adverse Benefit Determination

To have your claim reconsidered, you must file an appeal of an adverse benefit determination for the claim. The appeal must be submitted in writing. You will have 60 days following receipt of an adverse benefit decision to appeal the decision. You ordinarily will be notified of the decision no later than 60 days after the appeal is received. If special circumstances require an extension of time of up to an additional 60 days, you will be notified of such extension during the 60 days following receipt of your request. The notice will indicate the special circumstances requiring an extension and the date by which a decision is expected.

You may submit written comments, documents, records and other information relating to your claim, whether or not the comments, documents, records or information were submitted in connection with the initial claim. You also may request that the Trust provide you, free of charge, copies of all documents, records and other information relevant to the claim.

### Notification of Other Claims Decision on Appeal

If your appeal seeking reconsideration of the denied claim under the Plan is again denied, in whole or in part, you will receive written or electronic notification that will include:

1. the reasons for the decision, again with reference to the specific Plan provisions on which that decision is based,
2. that you are entitled to receive, upon request and free of charge, reasonable access to and copies of pertinent documents, records and other information relevant to your claim for benefits, and
3. your right to bring a civil action under ERISA Section 502(a) following an adverse benefit determination on review.

### **Subrogation**

In certain situations, the Trust has the right to be reimbursed for or recover the amount of benefits paid to you or on your behalf. These situations include cases when the Trust has overpaid benefits, when the amount paid by the Trust should have been paid by another plan, program or insurance, or when you incurred the legal expenses paid for by the Trust because of the negligence or wrongdoing of another party. If one or more of these situations occur, the Trust has the right to offset future amounts payable by the Trust to or on your behalf. The Trust also has the right to sue a third party to recover amounts that may be recoverable by you if you were to sue the third party. This is called the Trust's right of subrogation. When you accept the benefits under the Plan, you accept these terms.

## **The Employee Retirement Income Security Act**

As a participant in the Plan described in this Summary Plan Description you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

### Receive Information About Your Plan and Benefits

Examine, without charge, at the Trust Office and your Union hall, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration. Obtain, upon written request to the Trust, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Trust may make a reasonable charge for the copies.

Receive a summary of the Trust's annual financial report. The Trust is required by law to furnish each participant with a copy of this summary annual report.

### Prudent Actions by Plan Fiduciaries

In addition to creating rights for plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other plan participants and beneficiaries. No one, including your employer, your Union or any other person may fire you or otherwise discriminate against you in any way to prevent you from obtaining a welfare benefit or exercising your rights under ERISA.

### Enforce Your Rights

If your claim for a welfare benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Trust and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Trust to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Trust. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a State or Federal court. In addition, if you disagree with the Trust's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in Federal court. If it should happen that plan fiduciaries misuse the Trust's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have

sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees; for example, if it finds your claim is frivolous.

#### Assistance with Your Questions

If you have any questions about your Plan, you should contact the Trust Office. If you have any questions about this statement or about your rights under ERISA or if you need assistance in obtaining documents from the Trust, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefits Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Pension and Welfare Benefits Administration.