**AZCOPS Legal Plan Information**

TPOA members don’t have to buy a separate Legal Protection Plan! It’s included in your dues and covers the following:

* Member involved in shooting
* In Custody death or life threatening injury
* Accident, while in the performance of duty, resulting in a life threatening injury or death to others
* Involuntary termination from employment
* Demotion
* Criminal charges or indictments arising out of the Member’s official performance of duty
* Suspensions of 80-hours or more
* Civil actions arising out of the Member’s official performance of duty
* For complete information visit [www.azcops.org](http://www.azcops.org)

**AZCOPS Legal Plan**

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**ARTICLE 1  DEFINITIONS**  
1.1 Administrative Office - The Plan Administrator and the Plan are currently located at, 3101 N.  
Central Ave Ste. 1500, Phoenix, AZ 85012. This address may be changed after proper notice by  
AZCOPS.  
1.2 Agency - The employer of the member at the time of the alleged or actual event.  
1.3 AZCOPS - The Arizona Conference of Police and Sheriffs, Local 7077.  
1.4 Attorney - The licensed legal counsel provided by the Plan to represent the Member qualified  
for coverage under this Plan; such term expressly excludes any attorney for any other person or  
party.  
1.5 Board of Directors - Governing body of AZCOPS as defined by the AZCOPS Constitution.  
1.6 Correctional Officer - Full-time paid jailer or detention officer employed by the state or its  
political subdivisions.  
1.7 Emergency - An unexpected happening or event requiring immediate legal representation.  
1.8 Employment - Employment as a peace officer, correctional officer, public safety employee or  
other Board-approved class of member as that term is defined herein.  
1.9 Events – An act by commission/omission or other occurrence, taking place while the member is in good standing, which may, or does, give rise to a civil, criminal, or administrative action against the member.   
1.10 Executive Board - The Executive Board of AZCOPS, as defined by its Constitution, and  
which shall serve as the governing and interpreting body of this Plan as herein authorized.  
1.11 Experts - Persons employed as paid professional witnesses or consultants in a case or  
controversy covered by this Plan.  
1.12 General Counsel - Attorney employed to administer this Plan and direct staff legal services  
in accordance with this Plan and the policies of the Executive Board.  
1.13 Good Standing - A status of AZCOPS membership wherein a Member is current in the  
payment of dues.  
1.14 Participating Association - Any affiliated Association of AZCOPS chartered under the  
Constitution of AZCOPS.  
1.15 Member – A member of a Participating Association in good standing as defined herein.  
1.16 Monitor - Action by the Plan Administrator or his designee to observe the progress of a case  
against a Member in which a defense has been tendered by the Member’s Agency, to determine  
whether the appointment of a Staff Attorney as individual counsel for the Member is necessary,  
such as action may include but shall not be limited to receipt and review of pleadings, discovery  
documents and status reports from the Agency’s appointed legal counsel, and discussion with  
such legal counsel when necessary.  
1.17 Official Performance of Duties - Acts by a Member while on duty which are required by the  
employer and acts by a Member while off duty which are required of a peace officer by statutory  
provisions or as otherwise required by other state or federal statute or law.  
1.18 Peace Officer or Reserve Law Enforcement Officer - A person elected, employed or  
appointed as a peace officer or reserve law enforcement officer.  
1.19 Plan Administrator – That attorney designated by AZCOPS as Plan Administrator to  
administer the Plan and to direct staff legal services in accordance with policies as may be  
established by the Executive Board and the Board of Directors.  
1.20 Plan or Plan Document - This writing as amended by the Board of Directors or the  
Executive Board in accordance with Article 4 hereinafter and the Plan of benefits provided  
hereunder.  
1.21 Public Safety Employee - A non-peace officer, correctional officer or reserve law  
enforcement officer employed by a law enforcement agency or other criminal justice agency.  
1.22 Regional Attorney(s) – Attorney selected and designated from a specific region by the Plan  
Administrator to represent members pursuant to this Plan on a case-by-case basis.  
1.23 Staff/Plan Attorney - Any attorney who is employed by AZCOPS to represent Members.  
1.24. The “Plan” - The AZCOPS Legal Plan, as adopted by AZCOPS and amended from time to  
time. [Back to top](http://azcops.com/LegalPlan.aspx#Contents)

**ARTICLE 2  ENTITLEMENT TO BENEFITS**  
2.1 A peace officer, correctional officer, public safety employee or other Board-approved class  
of member who has become a member of AZCOPS in accordance with the policy of the Board  
as set forth in this section is eligible for benefits under this Plan for Events that occur when a member is in good standing.  
2.2 Any eligible person properly completing an application shall become a plan participant  
immediately upon receipt of payment of the required monthly membership due by AZCOPS.  
2.3 Membership dues collected by a Participating Association shall be paid to AZCOPS prior to  
the end of the month collected.  
2.4 Effect of delinquent payment of dues – Benefits under this plan shall cease for a Participating  
Association, and its membership, on the day following the payment due date as described in  
Section 2.3 of this article. Failure by the Participating Association to forward dues in a timely  
manner will result in a member being ineligible for the benefits under this Plan, and the  
Participating Association having to pay the cost of an Event as defined herein.  
2.5 All benefits for a Member terminate automatically:  
(a) As of the day membership dues to AZCOPS become delinquent by non-payment  
of dues by a Participating Association, or;  
(b) As of the day a Member voluntarily retires or terminates membership in a Participating  
Association, or;  
(c) Knowingly falsifying a document, testimony, or fact in an ongoing investigation of an Event  
covered by this Plan;  
(d) Upon dissolution of Participating Association or termination of its participation in the  
AZCOPS Legal Assistance Plan.  
2.6 A member otherwise entitled to Plan benefits hereunder whose employment has been  
terminated by an Employer, shall be entitled to legal service benefits in accordance with Article I  
of the schedule of benefits, exclusions and limitations, provided the Member was current on all  
required dues payments at the time of the occurrence or Event.  
2.7 Any Member whose benefits terminate shall not be entitled to any refund or rebate of  
payments or contributions theretofore paid to the Plan.  
2.8 A retired Member shall be entitled to benefits in accordance with this Plan for six (6) months  
from date of retirement for any Event occurring prior to retirement, if at the time and date of the  
Event, former member was in good standing as defined herein. Benefits subject to provision that  
coverage will be allowed only for those claims received in writing, and which occurred during  
Member’s active policy period.  
2.9 No benefits will be paid for any member for any Event occurring: (a) prior to the member joining a participating association, or (b) when a member is not in good standing. [Back to top](http://azcops.com/LegalPlan.aspx#Contents)

**ARTICLE 3  CLAIMS PROCEDURES**  
3.1. Before becoming eligible for any benefits under this Plan, a Member making a claim for  
benefits following an Event hereunder shall be obligated to notify his local leadership.  
Leadership will immediately contact the Plan Administrator for non-emergency Events and will  
contact designated Regional Attorney on all emergency Events. If Regional Attorney is not  
available, leadership will call on the emergency 24-hour WATS line and advise the Plan  
administrator of the Event and claim for benefits. All Participating Association leaders will be  
furnished with cards reflecting Regional Attorney’s telephone and other emergency contact  
numbers. Such numbers may be changed at the direction of the Plan Administrator upon notice.  
3.2. In an Emergency where for whatever reason, a Member is unable to secure benefits as  
provided in the procedures described in Section 3.1 of this Plan, the Member should contact the  
AZCOPS WATS line. Notification to the Plan Administrator (or his designee) will be made. The  
Plan Administrator will assist in securing legal services and benefits under this Plan to cover  
emergencies. Only after all the foregoing attempts have been exhausted may the Member  
temporarily obtain benefits directly from a Plan attorney. In this article “temporarily” means  
until the next business day, on which the Member and attorney are required to make claim to a  
Plan office or forfeit benefits until the claim is made.  
3.3. The Plan Administrator, upon being notified of an Event hereunder, and receiving a claim  
will review the claim, establish that the Member is in good standing and request a referral from  
Member’s leadership.  
3.4. The Plan Administrator shall initially deny any claim for benefits not covered hereunder, or  
any claim excluded, or limited from coverage, and inform the claimant that he/she may appeal  
such initial denial to such committee of the Executive Board as shall have been appointed to hear  
appeals in writing within 60 days or waive such appeal. Such appeal shall be described in a form  
provided for such purpose by the Plan Administrator. In the event no such form has been  
provided within fifteen (15) days of a request therefore, the Member will be deemed to have  
complied with the requirements hereof pertaining to submission of a written claim. If required  
information is not reasonably available, the Member shall have until the expiration of one (1)  
year from the date the expense was incurred to provide such information, unless the Member is  
legally incapacitated.  
3.5. In the case of claims where delay in review of an appeal may result in legal harm to a  
Member who has expressed an intention to appeal, the Plan Administrator  
may conduct a telephonic meeting of such Executive Board Committee to hear appeals, to decide  
whether the Member will receive benefits under this Plan.  
3.6. The Executive Board or a committee appointed by the Executive Board shall hear any timely  
appeal brought by a Member from a partial or total denial of requested benefits by the Plan  
Administrator. The Member shall be represented on appeal by his local leadership, or designee,  
of the president of the Participating association, or such other personal representative as the  
Member may select. If a claim has been denied in whole or in part, the Plan Administrator shall  
provide the claimant with written notice of such denial setting forth in a manner to be understood  
by the claimant the specific reasons for such denial and an explanation of the review procedures.  
To appeal an adverse determination upon appeal, the claimant or his authorized representative  
must file an application for review in writing within sixty (60) days of the receipt of a notice of  
denial. In all events, a final determination shall be rendered no later than 120 days after the  
request for the review. It is expressly provided that no action at law or equity may be brought to  
recover a claim hereunder until the appeal procedures herein have been completed. In all events,  
any such action shall be brought within two (2) years of the time during which this Plan requires  
presentation of proof of loss.  
3.7. A decision regarding such an appeal is final and binding concerning the interpretation and  
application of this Plan, except as provided above. [Back to top](http://azcops.com/LegalPlan.aspx#Contents)

**ARTICLE 4  AMENDMENT AND TERMINATION**  
4.1. In order that the Plan Administrator may carry out the obligation to maintain, within the  
limits of available Plan resources budgeted by the Board of Directors, a program dedicated to  
providing the maximum possible benefits for all Members, the Board of Directors expressly  
reserves the right, in accordance with Sections 4.2 and/or Section 4.3, at any time and from time  
to time, but upon a non-discriminatory basis,  
(a) To amend or terminate any benefit, even though such amendment or  
termination affects cases already accepted as claims, provided that claims  
for legal services previously rendered shall not be affected;  
(b) To amend or rescind any other provision of this Plan; and  
(c) To annually review rates for coverage hereunder paid by or in behalf of  
Members based upon past experience and to adjust the rates and benefit  
schedules in the best interest of the Plan and Members.  
4.2. By majority vote the Executive Board may alter, amend, or modify this Plan as  
provided in Section 4.1 at any regular or special meeting, including telephone  
meetings, provided, however, the Executive Board shall thereafter submit such  
alterations to the Board of Directors at its next regularly scheduled meeting. If the  
alteration made by the Executive Board is approved by the Board it shall be  
continued, otherwise it will become void.  
4.3. This Plan and any clause thereof may be amended, altered, modified, terminated,  
reduced or increased in any manner by the Board in accordance with the  
constitution of AZCOPS and the Constitution and laws of the United States and  
the State of Arizona.  
4.4. This Plan shall be amended to conform to the Constitution of AZCOPS. [Back to top](http://azcops.com/LegalPlan.aspx#Contents)

**ARTICLE 5  MISCELLANEOUS**5.1. Limitation of Rights - Neither the establishment of the Plan, nor any modifications thereof,  
nor the creation of any fund or account, nor the provision or payment of any benefits, shall be  
construed as giving any Member or other person any legal or equitable right of action, or any  
recourse against AZCOPS, its officers, agents or employees, except as provided in this Plan, or a  
summary plan description.  
5.2. Applicable Laws and Regulations - References in this Plan to any particular sections of any  
local, state or federal statute shall include any regulation pertinent to such sections and any  
subsequent amendments to such sections or regulations.  
5.3. Confidentiality - It is agreed and understood that each Member to whom assistance is  
rendered under this Plan is entitled to the same rights and consideration, including the right of  
confidentiality, to which any other client of an attorney is entitled.  
5.4. Governing Law; Severability - This Plan shall be governed by and construed in accordance  
with the laws of the United States, and the laws of the State of Arizona, and it is intended to be  
performed in accordance with, and only to the extent permitted by all applicable laws,  
ordinances, rules and regulations of the State of Arizona. If any provision of this Plan, or the  
application thereto to any person or circumstance, shall, for any reason and to any such provision  
to other persons or circumstances shall not be affected thereby, but rather shall be enforced  
to the greatest extent permitted by law.  
5.5. Neither the Plan Administrator, AZCOPS, nor its officers, agents, or employees shall in any  
way be responsible under this Plan for any acts, occurrences, or events which are caused by acts  
of God or by some other person including the Member, which may affect, disrupt or terminate  
this agreement and thereby prevent appointed attorneys from performing the services  
contemplated hereunder.  
5.6. Headings - The headings contained in this Plan are for reference purposes only and shall not  
in any way affect the meaning or interpretation thereof.  
5.7. Pronouns used in the masculine gender shall apply equally to the feminine gender.  
5.8. Nouns or pronouns used in a singular tense may be read to also include the plural tense  
where consistent with this document as a whole, and conversely nouns or pronouns used in a  
plural tense may be read to also include the singular tense where consistent with this document  
as a whole.  
5.9. Waiver: - No failure to enforce strictly any provision of this Plan shall be construed as a  
waiver of such a provision. The Plan Administrator and AZCOPS reserve the right to enforce  
strictly each and every provision of the Plan at any time, regardless of the nature or number of  
prior occurrences or the similarity of the circumstances. [Back to top](http://azcops.com/LegalPlan.aspx#Contents)

**ARTICLE 6  COMPLAINT PROCEDURE**  
6.1. It is the policy of the Plan to encourage and solicit comments regarding administration of  
this Plan. Any person who is dissatisfied with any aspect of the administration of this Plan is  
requested to utilize the following complaint procedure; provided, however, that denial of Plan  
benefits shall be appealed only as set forth in Article 3, Section 3.7, of this Plan document.  
(a) Complaints are to be set forth in writing and directed to the Plan Administrator, who shall  
direct the complaint to any or all members of the Executive Board, with copies to any persons  
who may be the subject of the complaint.  
(b) Within fourteen (14) days of the receipt of the complaint, the Plan Administrator shall contact  
the complainant and ascertain if the complainant or any person named in the complaint or the  
Executive Board, wish to conduct a hearing on the matter before the Executive Board. If so, a  
hearing will be scheduled at the next regular Executive Board meeting which the complainant  
and persons named in the complaint are available to attend. Provided, however, that if more  
immediate action is appropriate, the parties may convene on a conference telephone call.  
(c) At the hearing, all interested parties will be entitled to appear and discuss the matter.  
(d) At the conclusion of the hearing, the Executive Board will take any appropriate action to  
fulfill their responsibilities in the interests of all the Plan members.  
6.2. No provision of this Article 6, however, shall alter or modify the provisions of  
Article 3, Claims Procedures, above...  [Back to top](http://azcops.com/LegalPlan.aspx#Contents)

**SCHEDULE OF BENEFITS, EXCLUSIONS AND LIMITATIONS**

**ARTICLE 1  BENEFITS**  
1.1. All benefits set forth in this article are subject to the exclusions and limitations set  
forth in this Plan and attached hereto.  
1.2. Members are entitled, but not limited to Legal Plan Benefits for the following:  
(a) Member involved shooting;  
(b) In custody death or life threatening injury;  
(c) Accident, while in performance of duty, resulting in a life threatening injury or death to  
others;  
(d) Involuntary termination from employment;  
(e) Demotion;  
(f) Criminal charges or indictments arising out of the Member’s official performance of duty;  
(g) Suspensions to the extent that the prevailing agency policy, procedures or rules provide for a  
formal administrative hearing;  
(h) Disciplinary actions to the extent that the prevailing agency policy procedures or rules  
provide for a formal administrative hearing;  
(i) Civil actions arising out of the Member’s official performance of duty if representation is not  
provided by employer.  
1.3. Defense of civil actions - Subject to Section 1.1 of this article, a Member shall be entitled to  
the following legal services in regard to civil actions:  
(a) Legal defense in a civil action brought against a Member arising out of the Member's official  
performance of duty as a peace officer, correctional officer, public safety employee or other  
Board-approved class of member;  
(b) Customary and reasonable legal counseling services in preparation for an action described in  
subsection (a) hereof, whenever it appears reasonably probable that such an action will be  
commenced;  
(c) Necessary costs of court or of the litigation including, but not limited to Deposition costs;  
(d) Subject to approval by the Plan Administrator, customary and reasonable expert consulting  
and/or witness fees necessary to provide adequate legal representation hereunder.  
1.4. Defense of criminal cases --Subject to Section 1.1 of this article, a Member shall be entitled  
to the following legal services in regard to criminal cases:  
(a) Legal defense in a case where the Member is officially charged or indicted with an offense  
for acts or commissions arising out of the official performance of duty as a peace officer,  
correctional officer, public safety employee or other Board-approved class of member; provided  
that the member is charged with an offense alleging that the member:  
(I) Unlawfully subjects another to mistreatment or to arrest, detention, search, seizure,  
dispossession, assessment or lien; or  
(ii) Unlawfully denies or impedes another in the exercise or enjoyment of any rank, privilege,  
power or immunity; or  
(iii) Unlawfully misuses government property, services, personnel or any other thing of value  
belonging to the government that has come into the member’s custody or possession by virtue of  
the member’s employment.  
(b) Customary and reasonable legal counseling services in preparation for a case described in  
Subsection (a) hereof, whenever it appears reasonably probable that such a criminal prosecution  
will be commenced or whenever a criminal investigation relating to such an offense focuses on  
the Member, whichever is earlier;  
(c) Necessary costs of court or of the litigation, but not limited to deposition costs;  
(d) Subject to approval by the Plan Administrator, customary and reasonable expert consulting  
and/or witness fees necessary to provide adequate legal representation hereunder;  
(e) Legal representation for any appeal of a criminal conviction only to the extent of approval by  
the Plan Administrator with advice and consent of the Executive Board, if any.  
1.5. Other criminal cases --Subject to Section 1.1 of this article, a Member shall be entitled to the  
following benefits:  
(a) In any case in which a Member is officially charged or indicted for any offense not  
specifically set forth in Section 1.4 of this article, for acts or omissions which occurred during his  
official tour of duty or when required to act as a peace officer, a Member shall receive the  
services and reimbursements provided for in Subsections (b), (c), and (d) hereof;  
(b) Customary and reasonable legal counseling services in preparation for a case described in  
Subsection (a) hereof, whenever it appears reasonably probable that such a criminal prosecution  
will be commenced or whenever a criminal investigation relating to such an offense focuses on  
the Member, whichever is earlier; and/or  
(c) A reimbursement for reasonable legal fees, costs, and expenses provided by an outside  
attorney selected with the approval of the Plan Administrator, to a total maximum of $5,000; but  
only if the Member is found “not guilty” of the offense of which the Member has been accused  
or pleads not guilty and the charges or indictment are dismissed; and it is further provided, that  
the maximum reimbursement set forth in Subsection (c) hereof applies regardless of the number of prosecutions arising out of the same Event; it is  
further provided, that in lieu of the reimbursement described in paragraph (c), the Plan  
Administrator may at his option provide representation by an attorney selected by the Plan  
Administrator.  
1.6 Affirmative civil litigation - Subject to Section 1.1 of this article, when legal assistance may  
have a positive effect on law enforcement locally or statewide, the Plan Administrator within the  
restrictions of sound fiscal management of the Plan may in his sole discretion on a case-by-case  
basis provide part or portion of the following benefits:  
(a) Legal representation to ensure or promote compliance by an employer with prevailing  
statutory or the constitutional provisions for Members or participating associations;  
(b) Legal representation to obtain interpretation of prevailing statutes for participating  
associations;  
(c) Customary and reasonable legal counseling services concerning the legality of political,  
lobbying, or collective bargaining tactics by participating associations;  
(d) Costs of court in actions brought pursuant to Subsections (a) and  
(e) Expenses of attorneys in providing services under (a), (b) or (c); and/or  
(f) Subject to approval of the Plan Administrator, customary and reasonable expert consulting  
and/or witness fees necessary to provide adequate legal representation hereunder.  
1.7. Legal Advice or Counseling - Subject to Section 1.1 of this article, a Member or  
participating association shall receive the following legal services:  
(a) Customary and reasonable legal counseling services as provided in Sections 1.2, 1.6 above  
and concerning the meaning of statutes involving open records, pensions, disability, civil  
services, collective bargaining, or social security.  
(b) Provided, however, this Plan does not provide for such legal counseling to the extent that the  
Member may be impacted by external laws, including, but not limited to taxation statutes.  
1.8. Defense of Participating associations - A participating association shall, upon approval of  
the Plan Administrator, be entitled to a legal defense in a civil action brought against the  
participating association by one of its members, including members, if such civil action arises  
out of the participating association's normal course and scope of labor relations business.  
1.9 Worker’s Compensation and personal injury cases - Any member shall be covered for a worker's compensation claim for an initial, one-time consultation per incident to a maximum of $250. Additionally, in the event a member's worker's compensation claim is appealed to the Arizona Industrial Commission and the member is unable to obtain counsel on a contingent fee basis, the plan will cover legal fees and related expenses for the appeal. This benefit is limited to matters before the Arizona Industrial Commission. Any appeals from the Arizona Industrial Commission to other courts require Plan Administrator approval in accordance with the provisions of the Legal Plan.

Personal injury cases. The Plan does not provide coverage for personal injury matters, but will refer the member to an outside personal injury attorney with whom the Legal Plan has negotiated a reduced contingent fee rate of 25 percent for members.  [Back to top](http://azcops.com/LegalPlan.aspx#Contents)  
 

**ARTICLE 2  EXCLUSIONS AND LIMITATIONS**  
In addition to exclusions and limitations set forth elsewhere in this Plan, the following exclusions  
and limitations shall apply.  
2.1. Exclusions - The provisions of benefits under this Plan shall be subject to the following  
exclusions:  
(a) No benefits shall be provided under this plan for any action or case arising out of violation of  
or coverage by provisions of the Federal Equal Employment Opportunity Act (42 U.S.C. Section  
2000[3] et seq.) or any other similar state, county, or city law, statute, ordinance, regulation or  
rule of a similar type or description.  
(b) No benefits shall be provided under this Plan for any action to obtain, protect, preserve or set  
aside pension or retirement benefits without thirty  
(30) days advanced written notice to the participating association by the Member seeking such as  
affirmative action.  
(c) No benefits shall be provided under this Plan for any action to obtain a promotion or  
assignment, or to establish any position for a Member on an eligibility list for any promotion or  
assignment.  
(d) No benefits shall be provided under this Plan for legal services to one Member when such  
legal service if successful would cause legal injury to another Member unless the Executive  
Board first approves legal services for defense of a Member against such a potential injury,  
provided, however, if prior to the case or controversy arising the Executive Board adopts a  
policy on construction of a statutory provision which, if accepted by a court, would necessarily  
result in a decision for an interest(s) and against a competing interest(s) representation of that  
interest(s) favored by the policy may be approved to the exclusion of the competing interests.  
Approval of legal representation for such competing interests shall be at the broad discretion of  
the Executive Board in the best interests of the Plan.  
(e) No benefits shall be provided to a Member in a civil action opposed to a participating  
association even if legal services are provided to that participating association notwithstanding  
any language in 2.1. (d) above.  
(f) No benefits shall be provided under this Plan to cover any monetary award for damages or  
otherwise, whether by judgment, settlement or otherwise, against a Member in any action.  
(g) No benefits shall be provided to cover the attorney's fees or costs of an  
opposing party, or any party other than the Member awarded against a Member in any  
action...(h) No benefits shall be provided under this Plan related to proceedings brought against a  
Member for breach of an agreement with his employer to remain employed.  
(i) No benefits shall be provided under this Plan related to proceedings involving the medical  
condition of a Member.  
(j) No benefits shall be provided under this plan which are otherwise available to the Member,  
except as specifically provided by this Plan in Section 2.2 of this article.  
(k) No benefits under this plan shall be provide if the review procedures set forth in 1.2(e) and  
1.2(f) have not been followed.  
2.2. Limitations - The provision of benefits under this plan shall be subject to the following  
limitations:  
(a) No benefits shall be provided under this Plan in any proceeding in which the Member's  
employer or its insurer, whether by agreement, policy or operation of law (e.g.) agrees or  
undertakes to provide a defense and further agrees to, or undertakes to, indemnify a Member for  
all compensatory damages arising out of the proceeding.  
(b) In the event a Member's employer agrees to defend the Member but refuses to fully  
indemnify the Member or asserts a reservation of rights to indemnification of the Member,  
pending outcome of the proceeding, then the Member may have his case monitored by a staff  
attorney, but no other benefits shall be provided under this Plan.  
(c) In the event the employer and its insurer refuses to defend a Member in a civil action, the  
Member may be represented under Section 1.3 of this Schedule of Benefits only where the  
Member presents proof of a written request delivered to his employer and where the member  
executed an agreement subordinating The Plan to his rights against his employer or its insurer.  
(d) In the event a Member shall recover from any third person or party any amounts as damages  
(other than for lost compensation), attorney's fees or costs in a case in which the benefits have  
been provided under this Plan, the Plan shall be entitled to reimbursement from such Member to  
the full extent of the outlays made by the Plan on behalf of said Member hereunder. Members  
agree to cooperate with the Plan in this regard, and to that end, upon request, execute any and all  
documents necessary or convenient to facilitate such recovery by the Plan and if such Member  
shall have a right of action against any such third party for such damages, attorney's fee or costs  
and does not wish to pursue the same, he will upon request, assign such right of action to the  
Plan to the event lawfully permissible and assist the Plan in prosecution of such cause of action.  
(e) No benefits shall be provided to a Member who is untruthful with his counsel or who does  
not cooperate with his counsel. In such a case, the right of said Member to legal services  
hereunder may be terminated or suspended by the Plan Administrator subject to appeal to Plan  
Administrator. Furthermore, if benefits are provided to a Member based upon misrepresentation  
by the member to the Plan Administrator or Executive Board, the Plan shall be entitled to  
terminate or suspend benefits hereunder, and to reimbursement from the Member of the cost of  
benefits provided based on the misrepresentation.  
(f) No provision of this Plan shall require the Plan, its employees or attorneys, or attorneys  
associated with them, to perform any act in violation of the Code of Professional Responsibility  
of the State Bar of Arizona including, but not limited to, the prohibition against interference by  
any organization interfering with or controlling the performance of an attorney's duty to his  
client.  
(g) Benefits shall be terminated in the event it is determined by the Plan Administrator that it is  
in the best interests of the Member to cease his representation in a case, e.g., in cases where  
continued proceedings may subject the Member to more severe civil, criminal or administrative  
sanctions, to damages or attorney's fees, and costs from the proposed defendants.  
2.3. Coordination of Benefits--Benefits under this Plan shall not be provided to the extent they  
are furnished to a Member by any other plan, program or policy which provides group legal  
services to peace officers, correctional officers, public safety employees, or other Board-approved  
classes of members.  
2.4. Executive Policy and Attorney Selection--Benefits under this Plan will be provided in  
accordance with the policies of the Board of Directors, and legal representation in each case shall  
be by counsel selected by the Plan Administrator, subject to appeal to the Board of Directors. [Back to top](http://azcops.com/LegalPlan.aspx#Contents)