



## AOPA LEGAL SERVICES PLAN PLAN DESCRIPTION

### ABOUT THE PLAN

The AOPA Legal Services Plan ("Plan") is sponsored by the Aircraft Owners and Pilots Association ("AOPA"), a non-profit, tax-exempt association of individual aircraft owners and pilots organized and operated under the New Jersey Non-Profit Corporation Act, and administered by the AOPA Holdings Corporation.

### ELIGIBILITY AND ENROLLMENT

Any AOPA member in good standing is eligible to enroll in the Plan. Enrollment in the Plan begins when your initial AOPA membership or membership renewal becomes effective, provided the appropriate Plan fee was received by AOPA. Enrollment expires at the end of your corresponding membership year. If you enroll in the Plan after you initiated or renewed your AOPA membership, your enrollment begins upon AOPA's receipt of the appropriate prorated Plan fee and expires at the end of your current membership year.

The Basic Level (\$49) covers a pilot while engaged in activities that require a private, sport, recreational, or student pilot certificate. The Basic Level also covers the holder of a pilot, flight instructor, flight engineer, or airman medical certificate while engaged in Unmanned Aircraft System ("UAS") or model aircraft flight activities solely for hobby or recreational use. Basic Level does not cover a remote pilot certificate with small UAS rating.

The Plus Level (\$99) covers: (i) a commercial pilot while engaged in activities that require a commercial pilot certificate or a flight engineer certificate; (ii) an airline transport pilot while engaged in activities that require an ATP certificate; (iii) the holder of a remote pilot certificate with small UAS rating while engaged in any UAS or model aircraft flight activities (iv) the holder of a pilot certificate or remote pilot certificate with small UAS rating operating a UAS pursuant to an FAA exemption and/or waiver; and (v) an individual's operation of a model aircraft. The Plus Level also provides coverage while engaged in operations that require a lesser grade certificate. See "Benefits" on page 2 for explanation of Basic and Plus Level benefits.

**In order for a matter to be covered by the Plan it must arise from an event that occurred during your period of Plan membership.** If you allow your Plan membership to expire, you are still covered for actions based on events that occurred during your preceding period of enrollment, even if you are not notified of the action and do not retain counsel until after expiration. However, **the Plan does not cover actions based on events that occurred prior to your joining the Plan.** Basic Level members cannot upgrade to the Plus Level for events that occurred prior to the upgrade.

If the Plan is terminated, AOPA will provide the specified benefits for actions based on events that occurred during your period of membership, even if you are not notified of the action and do not retain counsel until after the Plan has been terminated. If you have retained a Panel Attorney and he/she withdraws from the Plan prior to completing your case, you can select another Panel Attorney and still be entitled to the benefits described in the Plan.

### HOW TO USE THE PLAN

Call the AOPA Legal Services Plan at 800/872-2672 during normal business hours in the Eastern Time Zone, or write to the Plan at 421 Aviation Way, Frederick, Maryland 21701, for advice and assistance as soon as you have a question or think a problem covered by the Plan may arise. Your name and membership number are all we need to verify your Plan membership and eligibility. **Important:** If possible, call AOPA before you make any statements related to an aircraft accident, incident, or other legal matter.

- **Assistance and Referral.** We will discuss the matter with you and provide as much assistance as possible. Should representation by an attorney be appropriate, you will be given the name of at least one Panel Attorney in your area that you may wish to consult. If you prefer, you may choose your own attorney. See below for explanations of each choice. The Plan has an "open panel" which means that you may use an attorney on the AOPA panel or you may select a non-panel attorney, except where the Plan specifically limits coverage to Panel Attorney services (Benefit G). All attorneys are free to exercise independent professional judgment and are bound by applicable bar rules. Remember, whether or not there is coverage under the Plan, you are free to obtain legal services independently of the Plan.

- **Panel Attorney.** All Panel Attorneys are either AOPA members and pilots or are otherwise qualified in aviation legal matters. All have agreed to participate in the Plan, to engage in continuing education on Plan related topics, and to accept payment for attorney fees directly from AOPA in covered matters. You pay for attorney fees beyond the number of hours specified and for any expenses, other than attorney fees, in all cases. Although AOPA will directly pay your panel attorney based upon the limits of your coverage, you retain the attorney of your choice for representation in your matter. As such, you are the client and you have complete control over the attorney/client relationship.

- **Non-Panel Attorney.** You do not have to use an AOPA Panel Attorney in order to benefit from the Plan. If for any reason you do not want to be represented by a Panel Attorney, you may select a non-panel attorney and the Plan will reimburse you in accordance with the payment schedules detailed under "Benefits." You make your own fee arrangements with your non-panel attorney.

- **Billing.** AOPA will require, and you agree to provide, your attorney's statement detailing the nature of the matter for which legal services were provided, the date of the precipitating event, the amount of attorney time, and the attorney's hourly rate. The hourly rate for legal fees paid by the Plan is based upon the maximum allowable hourly rate for Equal Access to Justice Act claims under the National Transportation Safety Board's Rules of Practice (reference 49 C.F.R. § 826.6).

## **BENEFITS**

The Plan provides advice and assistance, including payment of most or all attorney fees, in the following aviation-related legal matters, subject to the specific benefits, limitations, and exclusions set out below.

### **A. Federal Aviation Administration (FAA) Enforcement Actions.**

1. **In-house Consultation.** For FAA enforcement actions covered in A(2) and A(3) below, we provide unlimited consultation by telephone (800/872-2672) during normal business hours in the Eastern Time Zone.

2. **Representation Prior to Appeal.** For services provided by a Panel Attorney, the Plan will pay 100% of the legal fees for the Basic Level up to ten (10) hours and for the Plus Level up to twenty (20) hours. If services are provided by a non-panel attorney, the Plan will pay up to ten (10) hours for Basic Level legal fees at a rate of up to \$220/hour or up to twenty (20) hours for Plus Level legal fees at a rate of up to \$220/hour:

- a. **FAA Airmen Certificate Actions.** Representation in an FAA action to suspend or revoke your pilot, flight instructor, flight engineer, or airman medical certificate, prior to the appeal of such action. Plus Level coverage is required for representation in any FAA action based upon your UAS or model aircraft flight activities that are not for a hobby or recreational use. Plus Level coverage is also required for representation in any FAA action to suspend or revoke your remote pilot certificate with small UAS rating.
- b. **FAA Civil Penalty Actions.** Representation concerning FAA civil penalty proceedings based upon an incident wherein you were acting as a pilot, flight instructor, or flight engineer. Plus Level coverage is required for representation concerning FAA civil penalty proceedings penalties imposed through administrative assessment procedures based upon an incident involving your operation, control, or ownership of UAS or model aircraft. The Plan does not provide for payment of any penalties which may be imposed. This benefit provides coverage for FAA civil penalties imposed through administrative assessment procedures; defense of actions referred to the Attorney General and prosecuted in U.S. District Court is described under Benefit C(2)(b).

3. **Representation in Appeals.** For the following appeals from FAA enforcement actions described in A(2), the Plan will pay 80% of attorney fees incurred (you are obligated to pay the remaining 20%) at a rate of up to \$220/hour, up to the hourly limits stated:

- a. Appeal to the National Transportation Safety Board (NTSB) at the Administrative Law Judge (ALJ) level—Limit: Basic Level-25 hours, Plus Level-50 hours.
- b. Appeal of an ALJ decision to the full NTSB—Limit: Basic Level-15 hours, Plus Level-30 hours.
- c. A petition by the FAA for the judicial review of an NTSB Order—Limit: Basic Level and Plus Level-50 hours.

### **B. Accidents, Alcohol Tests, or Drug Tests.**

1. **Aircraft Accident (not including UAS or model aircraft).**

a. **In-house Consultation.** For an aircraft accident wherein you were a crewmember or owner of the aircraft, we provide unlimited consultation by telephone (800/872-2672) during normal business hours in the Eastern Time Zone.

b. **Representation.** The Plan will pay for up to three (3) hours for the Basic Level and up to nine (9) hours for the Plus Level for representation by a Panel Attorney or non-panel attorney concerning an aircraft accident wherein you were a crewmember or owner of the aircraft (not including UAS or model aircraft), at a rate of up to \$220/hour. If an accident results in an FAA enforcement action against you, additional coverage is available as described in Benefit A.

2. **UAS and Model Aircraft Accidents.** For UAS and model aircraft accidents wherein you were the remote pilot, manipulator of the controls, or owner of the UAS or model aircraft, we provide unlimited consultation by telephone (800/872-2672) during normal business hours in the Eastern Time Zone. If a UAS or model aircraft accident results in an FAA enforcement action against you, coverage is available as described in Benefit A. The Plan does not pay for any other expenses or legal fees related to representation by a Panel Attorney or non-panel attorney for UAS or model aircraft accidents. However, a free half hour consultation is available with a Panel Attorney as described in Benefit G.

3. **Alcohol or Drug Tests.**

a. **In-house Consultation.** Concerning any request for you to take a test for alcohol or drugs in connection with your flight activities, we provide unlimited consultation by telephone (800/872-2672) during normal business hours in the Eastern Time Zone.

b. **Representation.** The Plan will pay for up to three (3) hours for the Basic Level and up to nine (9) hours for the Plus Level for representation by a Panel Attorney or non-panel attorney if you were asked to take a test for alcohol or drugs in connection with your flight activities, at a rate of up to \$220/hour. If a drug test or alcohol test results in an FAA enforcement action against you, coverage is available as described in Benefit A, FAA Enforcement Actions.

### **C. State or Local Actions, Civil Penalty Court Cases, U.S. Customs and Transportation Security Administration (TSA) Cases.**

1. **In-house Consultation.** For state or local actions, civil penalty court cases, U.S. Customs and TSA cases covered in C(2) below, we provide unlimited consultation by telephone (800/872-2672) during normal business hours in the Eastern Time Zone.

**2. Representation.** Under the Basic and Plus Levels, the Plan will pay 80% of attorney fees (you are obligated to pay the remaining 20%) for up to twenty (20) hours at a rate of up to \$220/hour, for the following matters:

- a. Defense of a state or local government action against you based upon an alleged violation of state or local government flight rules in connection with your operation of an aircraft (not including UAS or model aircraft);
- b. Defense of an action to recover an FAA civil penalty against you that is referred to the Attorney General and prosecuted in U.S. District Court, when the action is based on an incident wherein you were acting as a pilot, flight instructor, flight engineer, remote pilot with small UAS rating, or model aircraft operator; and
- c. Representation in administrative proceedings or defense in U.S. District Court in an action involving:
  - (i) seizure/forfeiture by U.S. Customs of an aircraft owned by you resulting from your alleged violation of any U.S. Customs rule during your operation of an aircraft, UAS, or model aircraft;
  - (ii) assessment of a civil penalty by U.S. Customs resulting from your alleged violation of any U.S. Customs flight rule during your operation of an aircraft, UAS, or model aircraft; or
  - (iii) assessment of a civil penalty by the TSA resulting from your alleged violation of any TSA flight rule during your operation of an aircraft, UAS, or model aircraft.

#### **D. Aircraft Purchase or Sale.**

The Plan will pay for one (1) hour for the Basic Level and two (2) hours for the Plus Level at a rate of up to \$220/hour for consultation with an attorney regarding your purchase of an aircraft or your sale of an aircraft that you own. The aircraft purchase or sale must commence during the membership year. You may use this benefit once per membership year. The purchase or sale of a UAS or model aircraft is not covered by this benefit.

#### **E. Tax Matters.**

**1. In-house Consultation.** For tax matters covered in E(2) below, we provide unlimited consultation by telephone (800/872-2672) during normal business hours in the Eastern Time Zone.

**2. Representation.** For the following federal tax matters, the Plan will pay 80% (you are obligated to pay the remaining 20%) of attorney fees at a rate of up to \$220/hour, up to the hourly limits stated:

- a. Representation at an IRS Appeals Conference if the IRS has examined your individual tax return and disallowed aircraft operating expenses and/or pilot educational expenses (the deductions in question must have been claimed in an individual tax return due and filed during your membership in the Plan) —Limit: 8 hours for the Basic and Plus Levels; and
- b. Representation in Tax Court, U.S. Claims Court, or U.S. District Court for matters covered in E(2)(a) above — Limit: 15 hours for the Basic and Plus Levels.

#### **F. Documents Review and Critique.**

On your behalf, the Legal Services Plan staff will review and critique one each of the following documents per enrollment year:

1. A hangar or tie-down agreement that an airport operator or fixed based operator (FBO) has asked you to execute;
2. An aircraft (including UAS or model aircraft) rental agreement that you have been asked to execute as the lessee; or
3. An aircraft (including UAS or model aircraft) leaseback agreement that you wish to enter into with an FBO.

#### **G. Free Half-Hour Consultation.**

You are entitled to one free half-hour consultation with a Panel Attorney during the enrollment year regarding an aviation-related legal matter involving you and not specifically covered by the Plan. Sometimes, because of location or particular expertise required or other reasonable consideration, this consultation may be by telephone or may be with an attorney outside your geographic area. If the initial free consultation results in further services by the Panel Attorney, fee arrangements for such services fall outside the benefits of the Plan.

**NOTE** —Arrangements for any additional services beyond the number of hours specified above as covered by the Plan should be discussed with the attorney, and you are responsible for payment for any additional services.

## **EXCLUSIONS**

The Plan does not cover:

1. Any expenses not included in the attorney's hourly rate;
2. Any expenses or legal fees related to efforts to obtain, or to contest the denial of, any airman certificate (including an airman medical certificate, Authorization for Special Issuance of a Medical Certificate, or Statement of Demonstrated Ability);
3. Aircraft title matters (except incidental to aircraft purchase/sale as provided in Benefit D);
4. Legal proceedings by or against any party other than the Administrator of the FAA, except state or local government actions (Benefit C(2)(a)) or U.S. Customs and TSA (Benefit C(2)(c)) and federal tax matters (Benefit E);
5. Appeals to the U.S. District Courts or U.S. Courts of Appeals, except appeals taken by the FAA of an NTSB Order (Benefit A(3)(c));
6. Criminal actions;
7. State Revenue Examinations;
8. Tax disputes when the items in dispute were claimed on an amended tax return;
9. Payment of civil penalties, tax penalties, tax assessments, or interest on tax assessments;
10. Seizure of aircraft actions except by U.S. Customs (Benefit C(2)(c));
11. Any expenses or legal fees related to representation by a Panel Attorney or non-panel attorney in any state or local government action involving your operation, control, or ownership of an Unmanned Aircraft System (UAS) or model aircraft;
12. Any expenses or legal fees related to representation by a Panel Attorney or non-panel attorney concerning the purchase or sale of a UAS or model aircraft;
13. Anything not specifically described in the "Benefits" section preceding;
14. Any action against anyone except you.

## **COMPLAINT PROCEDURE**

If you have a complaint or question of any sort regarding the AOPA Legal Services Plan, you should first contact the Plan by calling 800/872-2672. Most concerns can be resolved quickly and informally. Should this not happen, a written complaint may be filed with AOPA at 421 Aviation Way, Frederick, Maryland 21701. Receipt of your written complaint will be acknowledged. AOPA will investigate the matter, take appropriate action, and report to you within sixty days on its decision and action.