

**SELF DEFENSE LIABILITY PRODUCTS –
2025 UPDATE WHAT ARE THEY, HOW DO THEY WORK, AND
HOW DO I KNOW WHICH PROGRAM IS BEST FOR ME?**

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CHAPTER 15

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SELF DEFENSE LIABILITY PRODUCTS –**2025 UPDATE WHAT ARE THEY, HOW DO THEY WORK, AND HOW DO I KNOW WHICH PROGRAM IS BEST FOR ME?****PREAMBLE**

Back in 2022, I had a decision to make. The very robust insurance product I'd purchased over the years to provide me with liability coverage as a firearms instructor was no longer being offered.

I called Jeff Tormey, a personal injury attorney and fellow firearms enthusiast in Amarillo, to get his opinions on the best self defense liability protection products currently on the market. I quickly surmised he was like me – he really didn't have an answer to the various questions I raised about the current marketplace and how these products really worked. He suggested I reach out to Sean Healy in Tyler, a seasoned attorney who regularly speaks at the annual State Bar of Texas Firearms Law Seminar.

Sean told me the most common question he gets from his clients pertaining to firearms centers around guidance on the type of self defense liability product to purchase. He then suggested I write a paper for this CLE event on what I learned in my efforts to figure out what works best for me.

I presented that paper at the 2022 Firearms Law Seminar. At Sean's request, I have updated the paper to include recent developments and further thoughts on the topic for the 2025 seminar. I hope you find this useful. While this is a CLE paper, many laypeople and armed citizens may also find this helpful.

INTRODUCTION¹

Using force – especially deadly force – to protect yourself from an imminent threat of serious bodily injury is a last resort. There are significant legal and financial ramifications for doing so, creating a market for products to help preserve a consumer's finances and freedom after a self defense incident.

Prudent consumers may wish to consider obtaining some sort of financial protection to help pay for legal expenses and civil judgments against them in this situation. As the market for these products grows, there are more options from which to choose. Consumers should spend some time researching the various options and have a full understanding of what each one offers before making a purchasing decision.

CAVEATS AND DISCLAIMERS

I'm writing this paper to further our understanding of these products and to give us tools to make better purchasing decisions. It's inherently difficult to provide an in-depth analysis of these products in a comparison chart or even in a CLE paper.

What follows is not meant to be a criticism of any type of product or proprietor. I do make suggestions for possible changes to enhance the utility of these products.

I fully support the existence of these products in the marketplace – both insurance and non-insurance options. I encourage armed citizens to purchase them. I also believe public policy should be fashioned to encourage their development and improvement.

The market for these products changes frequently. Types of coverages, benefits offered, sources of capital, states in which they operate and a plethora of other factors may vary from year to year. I attribute this to the relatively nascent market for such products. Consumers must regularly review the terms and conditions of any product they purchase to ensure it provides them with the benefits they need.

These products have their critics. Gun control advocates refer to them as "murder insurance." One gun control advocacy group claims companies selling these products "are perpetuating fear of minorities and immigrants, and by offering special protections to gun owners who shoot first and ask questions later, these insurance companies are promoting gun violence."²

References to certain proprietors and their products are neither criticisms nor endorsements. Nor are my decisions to purchase certain products or stop using others.

In short: the market is still learning the best way to create effective products. More changes will likely be forthcoming in the years ahead as part of that process. As a result, portions of this paper may very well become stale shortly after it is published. Please do your own research when exploring this topic.

¹ I'd like to thank Sean Healy of the Healy Law Office, Karl Rehn of KR Training, Jeff Tormey of Tormey & McConnell and Mike Breen of Breen & Williford for their input into the content of this paper.

² <https://www.gunsdownamerica.org/campaigns/stop-murder-insurance/> I am not aware of any evidence proving this assertion is true.

FIRST THINGS FIRST: WHAT’S CHANGED SINCE 2022?

I’ve taken my 2022 paper and updated it along the way, but lawyers being lawyers, if I don’t tell you this up front it will invariably prompt questions from you. So let me summarize the 2025 changes now and then get into the details throughout the paper below.

First, the proprietors in this space are becoming more comfortable embracing insurance products as part of their offerings. In the not so distant past, some proprietors shunned structuring their products to utilize insurance. We’re now seeing more self-defense liability providers (and firearm instructor liability protection providers) migrating to models that use insurance in some fashion to help provide financial wherewithal to their products as well as to facilitate a broader spectrum of products.

It also seems there’s a migration away from exclusions for incidents surrounding domestic violence. We started seeing this trend around the time the first paper came out. As noted below, a “domestic violence incident” can be challenging to define for purposes of excluding benefits under one of these products. Furthermore, given the unfortunate frequency of domestic violence, consumers have made coverage for these events a top priority, and the market has responded positively.

We’re also seeing what I think is the first consolation in this marketplace. On July 7, 2025, the Armed Citizens Legal Defense Network – a legal services program to which I have been a member for many years – announced it had been acquired by CCW Safe. As this market matures and as more capital flows into it, we might see other new entrants and consolidations in the future.

And perhaps the most important development since the last paper is the case involving Kayla Giles, a Louisiana resident convicted of second-degree murder who, days before the incident, purchased a self defense liability protection product. The proprietor denied Ms. Giles benefits under her product on the grounds her acts did not constitute self defense as defined by the agreement. Her case has sparked much discussion about these products in general and raised several questions both lawyers and armed citizens should contemplate. Now that the Supreme Court of Louisiana has overturned her conviction, we should expect the federal district court which previously dismissed her lawsuit against her self defense insurer to reconsider her breach of contract claim against it.

In May 2025, the Wall Street Journal published an article entitled “Did You Shoot Somebody in Self-Defense? There’s an Insurance Policy for That.”³ The article gives us perhaps the first objective look into the financials of some facility participants, along with data showing how popular these products have become in the marketplace. I highly recommend those with an interest in this topic read it.

IT’S INSURANCE...OR IS IT?

Before we delve into the particulars of how these products work, we need a very short primer on insurance law. There’s a temptation to just gloss over this part, but please bear with me as what follows is critical for consumers to understand.

Insurance Law 101

Insurance in the United States is regulated primarily at the state level. The Texas Department of Insurance (TDI) has statutory authority to oversee the business of insurance in the state.⁴

Insurers must submit financial documents and policy forms to the regulator for review. The regulator reviews the insurer’s financial position to determine if the insurer has sufficient funds to pay claims. It also reviews data to ensure the insurer consistently engages in fair claims practices when doing business.

Consumer protections from unscrupulous insurance trade practices can be found throughout the Texas Insurance Code as well as in the Texas Administrative Code. Policyholders have additional rights in case law to protect them from any unfair practices by the insurance company.

The liability insurance market can be segregated into two pieces: the admitted market and the non-admitted (or surplus lines) market. The admitted market provides most of the insurance products we use daily – our auto and homeowner’s insurance are typical examples of this market.

The non-admitted or surplus market exists, according to TDI, “[d]ue to market availability issues, unique risks or limits which exceed what is available in the admitted market.”⁵ Insurance products from the surplus lines market generally have less solvency and regulatory oversight and protections than those from the admitted market.

A final point to make in our very short Insurance Law 101 discussion: when an insurer in the admitted market becomes insolvent, its policyholders have certain protections provided by the Texas Property and Casualty Insurance

³ Did You Shoot Somebody in Self-Defense? There’s an Insurance Policy for That.” May 11, 2025, Wall Street Journal.

⁴ Texas Insurance Code section 31.002.

⁵ TDI website, June 23, 2022.

Guaranty Fund (“guaranty fund”). Policyholders of companies in the surplus lines market do not have access to the guaranty fund protections should their insurer become insolvent.

So why do we need a primer on insurance law?

Insurers face inherent and substantial compliance costs when doing business in a state, and those compliance costs grow as insurers expand their business into multiple states. To provide consumers a more affordable option, or options that have features which insurance products might not be able to offer due to regulatory concerns, other market entrants have developed non-insurance products that provide benefits to their customers in the event of a self defense incident.

Moreover, these non-insurance products and their proprietors often have little to no regulatory oversight beyond existing consumer protection laws. The specific consumer protection provisions in the Texas Insurance Code do not apply to these non-insurance products. The proprietors in the non-insurance products space also have more flexibility to innovate and create products with a broader spectrum of benefits.

WHAT KINDS OF PRODUCTS ARE CURRENTLY IN THE MARKETPLACE?

The best way I’ve developed to understand the marketplace is to place existing products into one of three categories:

- Pure Insurance Products
- Legal Services Programs
- Membership Benefits Products

Collectively, I will refer to these categories as the “facility.”

Pure Insurance Products

As the name implies, the consumer purchases an insurance policy that provides benefits according to its terms and conditions. The policy could be written in the admitted or non-admitted insurance market although most if not all are written in the non-admitted market. The insurer is required to comply with various statutory provisions protecting policyholders, including prohibitions on unfair or deceptive practices.⁶

Because this is an insurance product, the insurer has submitted to the regulatory oversight of the state’s insurance regulator (in Texas, that would be TDI). The regulator has significant statutory authority to monitor the business practices, as well as the solvency, of the insurer.

These policies can provide a plethora of benefits including coverage for legal fees for both civil and criminal defense, liability insurance for any civil judgment rendered in a self defense incident, as well as liability coverage for hunting accidents and negligent discharges.

Consumers purchasing these products may be listed as the “named insured” on the policy, or they may be added onto a larger liability policy with other consumers as an “additional insured” under the policy. Because there can be different rights for named insureds and additional insureds, consumers purchasing these products should fully review the terms and conditions of such policies to determine what rights and benefits they have as additional insureds.

Legal Services Programs

A second option is the legal services program. Unlike insurance or membership benefits products, these programs only pay for attorney’s fees and do not provide financial protection for any civil judgments rendered against the program member. They may also pay for bail bonds and other court related expenses.

These programs explicitly state in their marketing materials they are not insurance products. There is little to no regulation of these programs outside of traditional consumer protection laws.

In Texas, “prepaid legal services programs” and “lawyer referral services” are regulated by the State Bar of Texas.⁷ “For profit legal service contract companies” are regulated in statute by the Occupations Code as well.⁸ Some legal services programs in the self defense liability space have taken the position they are none of these. At least one proprietor in the facility has operated in Texas under the auspices of the “for profit legal service contract companies” provision of the Occupations Code.

⁶ Texas Insurance Code Section 541.

⁷ Occupations Code Sections 951 and 952, respectively.

⁸ Occupations Code Section 953.

Membership Benefits Products

The third option is the “membership benefits” approach. Products purchased as memberships which provide financial protection from acts of self defense are not insurance policies, according to those proprietors that sell them. These programs can offer a range of benefits, including the payment of attorney’s fees for both criminal and civil cases, as well as payment of any civil judgment rendered against the member. Instead of being a pure insurance product, the proprietors selling the memberships may obtain their own insurance policies (and even reinsurance) to pay proceeds to the proprietor to fund benefits to the consumer.

The proprietors selling these memberships claim their product is not an insurance policy. Much of that is likely driven by a desire not to be subject to insurance regulation – such as contract form approval, solvency regulation and market conduct examinations. It also frees up the proprietor to offer services within their agreements outside of the traditional range of insurance benefits.

Some of the companies selling these memberships use terms like “claims,” “coverage” and “liability limits” which make them sound like insurance policies, however. Consumers should be very aware they do not have the same legal rights and protections for membership type products than they do with true insurance policies. Nor are the financial documents of the membership program subject to regulator review, meaning there’s no government oversight of the program’s financial fitness to pay member claims.

WHY SO MANY OPTIONS?

With a few notable exceptions, insurance policies do not cover intentional acts, such as acts of self defense. Many insurance companies are reluctant to write such policies due to the unique nature of the peril they are insuring against, as well as the possibility of reputational harm of the insurance company for offering what many think is a controversial product. Further, among a few state regulators, there is a concern such insurance products are bad public policy.

These challenges have led to the growth of innovative ways to provide consumers with financial and legal protection; the program options above are the free market’s attempt to meet the needs of armed citizens after a self defense situation.

It’s important to note some proprietors offer different types of products, depending on the state in which they are doing business. It may offer a legal services program in one state while offering a pure insurance product in another.

HOW DO THEY WORK?

The process varies among the different programs within the facility, but as a general rule, a consumer who has a policy or membership with the proprietor will contact the proprietor to report a self defense incident and seek assistance. The proprietor will make a determination of whether the act constituted lawful self defense. If it determines the act did not constitute self defense as defined by the agreement, it will refuse to provide benefits to the armed citizen.

NEW FOR 2025 – MORE PROPRIETORS ARE OFFERING INSURANCE-BACKED PRODUCTS

One notable trend among some vendors is a migration toward the use of insurance products as part of the overall protection package.

For example, Attorneys on Retainer – a proprietor operating most closely to the legal services program model described above – now offers civil liability protection through “Attorneys For Freedom Risk Retention Group, Inc.” A risk retention group (RRG), according to the National Risk Retention Association

is organized for the primary purpose of assuming and spreading the liability risk exposure(s) of its group members. It must be chartered and licensed (i.e., licensed and admitted) as a liability insurance company in one of the 50 states or the District of Columbia. It can also charter as an industrial or association captive under special state captive laws in some states.⁹

In Texas, RRGs are regulated under Chapter 2201 of the Texas Insurance Code. While RRGs are not as common as typical insurance companies, they are an accepted form of risk transfer mechanism for unique risks not generally covered by more common insurance products.¹⁰ Like other non-admitted insurers, consumers relying upon products from RRGs do not have the benefit of guaranty fund coverage should the RRG become insolvent.

⁹ <http://bit.ly/3TgNIV6>, National Risk Retention Association (www.riskretention.org), visited on June 28, 2025.

¹⁰ Attorneys on Retainer’s home page states “Don’t Trust an Insurance Company With Your Self-Defense Incident” yet it offers an insurance product as part of its menu of services to consumers. Moreover, its claim “an RRG is not an insurance company” (found at <https://attorneysonretainer.us/what-is-a-risk-retention-group/>, visited on June 28, 2025) seems to runs counter to both

The use of RRGs and other captive insurers (insurers owned by the proprietor for the sole purpose of providing the proprietor a financial backstop for claims for assistance presented to the proprietor) reflect an ongoing hesitancy of insurers in the admitted lines market to participate in this particular sector. If that hesitancy remains, we should expect continued use of RRGs/captives by the facility. That's not criticism but rather an observation.

WHAT ISSUES SHOULD CONSUMERS KEEP IN MIND WHEN MAKING A PURCHASING DECISION?

In researching this topic, I've uncovered several subtopics and questions people should ask and research before deciding to rely upon a particular product sold by the facility. Below are a few the more common ones. Please note this isn't an exhaustive list, but it does capture the more important ones.

Why does the product exclude illegal activities?

Consumers should note many agreements have exclusions for illegal activities. This may seem contradictory: the consumer is purchasing a product for the express purpose of financial assistance in the event they are facing criminal charges stemming from a self defense event. The "colorable claim of self defense" provision, however it is worded in the agreement, restores benefits for those individuals who can articulate (most likely done by their attorney) that the consumer engaged in a legitimate self defense act.

Such provisions are necessary to keep the facility from having to fund cases where there is no viable self defense claims. This helps ensure there are funds available for legitimate self defense cases.

Is coverage for domestic violence incidents excluded?

The details of the exclusion varies between products offered by the facility, but we can see a common theme among many of them: self defense incidents between current or former romantic partners are not covered by many of the products on the market. There are generally no limits to the scope of these exclusions. Consumers seeking coverage or benefits from a self defense liability product concerned about this situation should spend extra time determining if a particular product is right for them. As noted earlier, the current trend in the marketplace is to not include such exclusions.

What are the qualifications of the individual(s) deciding whether there are sufficient facts to support a colorable claim of self defense?

When an insured or member makes a call to the facility seeking assistance, someone will have to make the determination of whether there is a colorable claim of self defense. Note well the term "colorable claim of self defense" generally doesn't appear in the terms of the various agreements within the facility. The agreements instead represent the counterparty will provide the consumer with certain benefits in the event of a "lawful" or "justified" act of self defense.

With that background, consumers should have some understanding regarding the qualifications of the individual(s) applying the facts of a particular situation to the agreement terms and then making that decision. The consumer should also have an idea of the internal policy of the facility proprietor in determining whether to extend benefits. Is the individual a claims adjuster? Do they have a legal background or law enforcement background? If the merits of the self defense claim are less than clear, what is the proprietor's default position on providing benefits (at least initially)?

In short, who is making the critical decision and what internal policies are they following to guide their analysis?

Who chooses the attorney to represent the consumer?

This will vary between proprietors within the facility. Most programs allow the consumer to choose the attorney, with some in the facility reporting certain limitations. If a consumer has a particular defense attorney in mind, they should do their research to determine whether the proprietor will allow that attorney to represent them.

Bear in mind the facility has a reputational risk as well. It has a vested interest in seeing the attorney defending the consumer is experienced and capable of doing so.

Montana Code § 33-11-102(c)(1) which governs the formation of this particular RRG and the first page of the RRG policy (found at <https://bit.ly/44opX2x>, visited on June 28, 2025) which declares Attorneys On Retainer Association is the "named insured" by the "insurer," Attorneys For Freedom Risk Retention Group, Inc.

Is there coverage for church security team activities?

This can vary between products offered by the facility. Consumers who volunteer for such details - as well as paid or volunteer law enforcement and other first responders who are permitted to carry a firearm - should carefully review benefits and limitations for consumers who engage in such opportunities.

Does the product pay fees up front? Or does it only reimburse a consumer only if they are successful in their legal defense?

This is a big one, and it's one consumers really need to understand. Some products – particularly pure insurance ones – provide benefits to the consumer **only if the consumer prevails at trial or if the criminal charges are dropped**. This means the consumer must front the money for their defense, and if successful, seek reimbursement from the product.

Other products pay those fees up front, as they are incurred, alleviating the need for the consumer to front the money.

Does the consumer ever have to pay legal fees back to the facility?

Some products – mainly pure insurance products, but also some legal services programs – have a reimbursement requirement (also called a “recoupment” provision.) The public policy behind such requirements stems from the adage that someone should not be able to profit (or at least receive a benefit) for their criminal actions.

I would submit an implied agreement exists between consumers and proprietors – that funds paid by consumers to fund only legitimate claims of self defense. Money spent on frivolous self defense claims won't be available to those who truly need it in the future.

The Washington State Office of the Insurance Commissioner approved a pre-paid legal service agreement – offered by an insurance company - which provides “legal services to [policyholders] who legal possess a weapon....in defense of themselves” - contains the following requirement:

Furthermore, in the event that a [policyholder] is found liable and/or guilty for intentional infliction of harm on another, upon written demand by [the insurer], the [policyholder] shall fully reimburse [the insurer] for all legal fees, expenses and costs associated with the Legal Services & Benefits provided in connection with the matter. Additionally, [the insurer] will have no continued responsibility to provide Legal Services & Benefits from the date of the finding of liability and/or guilt.

I foresee significant public policy concerns with such provisions which require reimbursement in the event of a conviction or judicial determination of civil liability. Consider the situation where a drunk driver, insured by an auto insurance policy, is convicted of intoxication manslaughter as defined in the Texas Penal Code.¹¹ Despite the conviction, the auto insurer is still required to provide a legal defense to the civil suit and, if the driver is found to be legally liable, pay the judgement up to the limits of the insurance policy. There is no parallel requirement in the standard auto insurance policy for the driver to refund their auto insurer in this situation.

Note well in the Washington example above, the commissioner approved a policy form that permits the insurer to recover when the policyholder “is found liable and/or guilty for **intentional** infliction of harm on another.” Arguably, this would not include convictions for involuntary manslaughter.

The Texas Penal Code does not differentiate between voluntary and involuntary manslaughter, unlike other states. Voluntary manslaughter is part of the murder statute, found in Penal Code Section 19.02.

In defining manslaughter, Section 19.04(a) simply states “A person commits an offense if he recklessly causes the death of an individual.” Section 19.05 defines criminally negligent homicide as an act “caus[ing] the death of an individual by criminal negligence.”

Note there is no element of intent in either the Texas manslaughter or criminally negligent homicide statutes. What impact would this have on a policyholder?

In the U.S. Concealed Carry Association (USCCA) insurance policy (as of the date of this paper, issued by Universal Fire and Casualty Insurance Company on behalf of Delta Defense) for its members, the reimbursement language in 2022 reads as follows:

¹¹ Texas Penal Code Section 49.08.

RECOVERY OR RECOUPMENT

We shall have the right to seek recovery or recoupment from an “insured” the amount of any payments made to, for, or on behalf of the “insured”, including payments made to third parties, if it is determined that any such payments were made for matters not covered by this Policy or are otherwise prohibited by applicable law.

However, as of 2025, this language has changed somewhat:

RECOVERY OR RECOUPMENT

If required by applicable law, [w]e shall have the right to seek recovery or recoupment from an “insured” the amount of any payments made to, for, or on behalf of the “insured”, including payments made to third parties, if it is determined that any such payments coverage provided by this policy and any corresponding payments were made for matters not covered by this Policy or otherwise prohibited permitted by applicable law.

The policy provides coverage for “acts of self-defense” for which the definition has also changed under the USCCA policy. In 2022, “acts of self-defense” were defined as:

“Act of self-defense” means the act of defending one’s person or others against an unlawful, unprovoked, and imminent threat of death or serious bodily harm by an aggressor, but only if:

1. any force used is both reasonable under the circumstances and proportionate to the threat; and
2. the act is permitted by applicable law.

In 2025, the policy defines “acts of self-defense” as:

“Act of self-defense” means the use of objectively reasonable force by the “insured” to protect persons.

I share this as part of my continuing message to you about these products: **the terms and conditions change regularly, and it’s not always to the detriment of the consumer.** In this case, the policy terms in 2025 seem more generous to consumers than they did just three years ago.

Reading the Texas statutes and policy language together (either the 2022 language or the 2025 language), a plea to or conviction of a charge of manslaughter or criminally negligent homicide under Texas law would be a judicial determination that the purported self defense act was not “an act...permitted by applicable law” (2022 language) or an “objectively reasonable [use of] force by the ‘insured’” (2025 language.) This would then trigger the “Recovery or Recoupment” clause of the contract, even though there was no judicial admission of an intentional act in this scenario.

Put another way: the lack of language limiting the reimbursement clause to intentional acts (like the language in the Washington example) would mean any plea pertaining to the self defense act would trigger the reimbursement clause in the USCCA policy.

Would USCCA/Universal Fire and Casualty Insurance Company, under a given fact pattern, elect to pursue reimbursement? I asked the company about this in 2022. They responded that coverage ends when a plea agreement is entered and that the insurer would make a decision as to whether to seek recoupment. While it does not appear recoupment efforts would be automatically initiated after a plea is entered, it is certainly a possibility.¹²

The predictable net result of this in the self defense situation: the consumer may be forced to choose between pleading to a lesser crime (perhaps one not requiring intent as an element) and being liable for the attorney’s fees paid on their behalf, or going to trial and hoping for an outright acquittal where they would not be responsible for refunding the legal fees incurred as a result of the charge.

Would such a clause be unconscionable? Texas courts have long supported the right to freedom to contract.¹³ Given the existence of products in the marketplace that don’t contain reimbursement clauses, insurers could argue consumers have a choice in products, many of which do not have such clauses.

¹² Email exchange with author and USCCA between August 19-23, 2022. Email is possession of the author.

¹³ Besteman v. Pitcock, 272 S.W.3d 777 (Tex. App. 2008) “Although Merriam Webster’s Collegiate Dictionary defines the term ‘unconscionable’ to mean “shockingly unfair or unjust,” MERRIAM WEBSTER’S COLLEGIATE DICTIONARY 1362 (11th

The better public policy, I would argue, is to refrain from enacting laws and regulations which impede access to justice. That's especially true when other insurance products pay benefits on behalf of their consumers in similar legal situations.

As an aside, some insurance policies do in fact provide coverage for intentional torts, such as libel and slander. These policies generally do not require the policyholder to refund expenses paid on their behalf if the policyholder does not prevail at trial.

Consumers of products from the facility must be crystal clear on the reimbursement issue. Does the product pay up front or on a reimbursement basis? And if the consumer is found guilty of a crime, do they have to reimburse the proprietor back?

Can a proprietor provide significant benefits to multiple consumers simultaneously?

In the defense of those regulators who mandate reimbursement clauses in pure insurance products, we should remember solvency of the proprietor is one of the reasons they cite in that decision. It's a legitimate concern.

Proprietors not offering pure insurance products are reluctant to disclose any information about their financial position, often claiming it is proprietary. While that may be true, consumers looking to buy these products cannot meaningfully discern a proprietor's ability to pay benefits in situations where the program is having to pay several large legal bills from various members simultaneously.

The Wall Street Journal article referenced *supra* reaches this same conclusion: "Often falling between regulatory cracks, the fast-growing industry is governed by few rules and faces limited financial-disclosure requirements."¹⁴ Yet given some of the calculations presented in the article, it seems reasonable to think that, at least for a short period of time, many proprietors in the facility could in fact fund multiple defenses simultaneously.

Consumers purchasing pure insurance products have an advantage here. The insurer's financials have been reviewed by a regulator to determine if the proprietor meets solvency requirements. As indicated earlier, consumers purchasing pure insurance products written in the admitted market have the additional benefit of the financial backing of the state guaranty fund in the event the insurer becomes insolvent.

Some proprietors in the facility have purchased insurance that inures to the benefit of the proprietor to provide sufficient funds to pay member benefits. In these situations, the consumer is not a policyholder; the proprietor is. Presumably, the consumer makes a request for benefits to the proprietor, who then in turn makes a claim on the policy to have the funds necessary to pay the benefits to the consumer.

So is a pure insurance product better than the other products in the facility?

I hasten to add that choosing a pure insurance product over another type of product offered by the facility is not a guarantee your product of choice will be solvent. Insurance companies can and do become insolvent from time to time. Consumers should spend the time necessary determining how much confidence they have in the solvency of their proprietor of choice; for non-insurance entities, this is nearly an impossible task.

Earlier we discussed the differences between an admitted and non-admitted (surplus lines) insurer. Consumers preferring an insurance product should determine whether the product being offered is in the admitted or non-admitted market. If it's written as a surplus lines product as seemingly all of these products are, the insurer is subject to less regulation for both solvency and consumer protection.

Another consideration is determining the identity of the actual insurer. The proprietor offering the product may only be the broker and not the actual insurer. It's conceivable a consumer could purchase a product several years in a row with the same broker, but that the actual policy they are buying is placed with a different insurer from time to time. This will be disclosed to the consumer, but that doesn't absolve the consumer from doing their due diligence.

Once a consumer has identified the insurer in question, some simple internet searches can reveal a lot about the company. Things consumers should ask the internet about the insurer in question include:

ed. 2006), Texas courts have determined that the term carries no precise legal definition. In re Marriage of Smith, 115 S.W.3d 126, 135 (Tex.App.-Texarkana 2003, pet. denied); Arthur's Garage, Inc. v. Racal-Chubb Sec. Sys., 997 S.W.2d 803, 815 (Tex.App.-Dallas 1999, no pet.). Unconscionability must be determined on a case-by-case basis in light of a variety of factors. See Sw. Bell Tel. Co. v. DeLanney, 809 S.W.2d 493, 498 (Tex. 1991) (Gonzalez, J., concurring); Lee v. Daniels Daniels, 264 S.W.3d 273 (Tex.App.-San Antonio 2008, pet. filed)."

¹⁴ Wall Street Journal, May 11, 2025.

- How are they rated by the rating agencies, such as A.M. Best, Moody's, Demotech or Standard and Poor's?
- What kind of reviews do they have?
- What complaints have been filed against them? And were they deemed justified?
- What articles have been written about them, especially in the insurance trade press?

Perhaps the best argument against declaring “pure insurance products are the best choice” are the inherent limitations insurers have in offering innovative products. Non-insurer proprietors in the facility have more freedom to offer benefits and services to consumers simply because they aren't regulated as insurers. There are significant compliance costs in operating an insurer as well; by avoiding those costs, a non-insurance proprietor can in theory offer its product at a lower price point.

Are “membership benefits products” acting as liability insurers?

Stated another way, does saying “*we're not insurance*” make you “not insurance?”

The arguments raised by CCW Safe in administrative proceedings with the Washington State Insurance Commissioner in 2020 provide some insights into the arguments such products are not insurance. In its demand for hearing on the subject, CCW Safe argued:

- “[a]n incidental contract provision that, for a fee, shifts a risk of loss from the consumer to the provider of the goods or services does not make the agreement an insurance contract subject to regulation under the Insurance Code.”¹⁵
- CCW Safe's Terms of Service does not insure members “in a specified amount upon a determinable contingency” as defined in section 48.01.040 of the Washington Revised Code.¹⁶
- CCW Safe does not engage in underwriting or the use of any rating factors in determining the membership price, unlike an insurance company calculating a premium.¹⁷

Reasonable minds can differ as to whether such products constitute insurance. I would submit the more a product goes beyond offering legal services and into the role of paying third parties for damages on behalf of a consumer, the more apt a regulator would be to consider that business model a form of insurance.

Are any legally possessed weapons covered by products offered by the facility?

Consumers will find this varies by product. Some do provide broad coverage for weapons beyond firearms, while others strictly limit benefits to those situations in which the consumer used a legally possessed firearm. Some products limit “other weapons” to situations where the self defense incident occurs in the residence.

Do products offered by the facility cover use of weapons in places where firearms are prohibited?

This also varies from product to product. Some have an absolute policy against providing benefits for such situations. Others have indicated they have a policy against providing benefits, but that they look at all the factors and make a decision based upon the totality of the circumstances.

One notable change in the CCW Safe agreement can be found in its expansion of benefits for using a firearm in a prohibited area. In 2022, I cited this example for Texas residents:

CCW Safe has a long explanation of when it provides benefits for situations occurring in a gun free zone. One aspect of their terms and conditions on this point reads as follows from the “FAQ” section of their website:

If you are in a state which allows the business (restaurant, etc.) to place a sign at the entrance yet a representative has to tell you to leave the premises or be arrested for trespassing (if someone identifies you have a concealed firearm) you will be covered if there is the need to respond in self defense for you or another in defense of a life threatening injury ONLY if you are not told to leave or if you agree to leave and have the worst-case scenario and have to defend your life or that of another, as you are leaving, you would be covered.

If you are told to leave and refuse then you are accepting the trespassing charge and you will not be

¹⁵ Demand for Hearing, OIC Order no. 19-0575, citing Heckart v. A-1 Self-Storage, Inc., 415 P.3d 286, 295 (Cal. 2018).

¹⁶ Id.

¹⁷ Id.

covered if an incident occurs following your refusal to leave and acceptance of the misdemeanor charge of trespassing.¹⁸

(emphasis original)

Texas Penal Code section 30.06(g) provides “it is a defense to prosecution under this section that the license holder was personally given notice by oral communication described by Subsection (b) and promptly departed from the property.” It would appear CCW Safe would provide benefits in a situation where a license holder entered a premises with a posted 30.06 sign, provided the license holder a) had not been told to leave or b) had been told to leave and was in the process of doing so when the self defense incident occurred.

But in the 2025 iteration of CCW Safe’s “Frequently Asked Questions” webpage, we see:

DO YOU COVER ME IN GUN-FREE ZONES?

A CCW Safe member involved in a self-defense incident regarding a firearm or other weapon will receive benefits, per their specific membership plan, without regard to the member’s location (e.g., “gun-free zone,” etc.) at the time of the incident.

If you are found in a “gun-free zone” and are charged with other firearm or weapons charge(s), that firearm and/or weapons charge(s) is the responsibility of the member.

CCW Safe does not provide benefits for incidents that occur in WA, NJ or NY (unless covered under a specific law enforcement plan in NY only).¹⁹

As I read it, this change to CCW Safe’s agreement significantly expands provided benefits from the 2022 language. The language no longer tracks Section 30.06 but rather expands coverage for any otherwise covered self-defense incident irrespective of where it takes place.

Consumers concerned about this particular scenario should carefully review the agreement of any product they contemplate purchasing to determine whether incidents occurring in gun free zones are covered.

Is there coverage for accidental/negligent discharges?

Consumers will find this varies by product. Some do provide broad coverage for such events.

What are some of the other benefits the facility provides?

It varies by proprietor and level of service the consumer purchases, but products currently provide such things as:

- Funds for bail
- Expert witness fees
- Wage reimbursement for days missed while in court
- Legal defense against “red flag” actions

NEW FOR 2025: THE STATE OF LOUISIANA VS. KAYLA GILES

Countless electrons have been displaced by bloggers and YouTubers discussing the case of Kayla Giles, a Louisiana resident who shot and killed her estranged husband in a WalMart parking lot during a routine child custody exchange. Some of the proprietors in the facility have used this case as evidence their products are superior to USCCA’s product, which Ms. Giles purchased prior to the shooting.

There are two different issues litigated as a result of the shooting: the underlying criminal case and Ms. Giles’ claims against USCCA. We will discuss them separately.

¹⁸ <https://ccwsafe.com/faq> (2022)

¹⁹ <https://ccwsafe.com/faq/> (2025)

The criminal case

I rely heavily on the State of Louisiana Third Circuit Court of Appeal for an understanding of the underlying facts in this case, noting that on June 27, 2025, the Supreme Court of Louisiana vacated the second degree murder conviction.²⁰

Kayla Giles Coutee (Giles) and Thomas Coutee (Coutee) married in 2014 and separated in 2018. Both parties complained of physical abuse from the other for an extended period. In early 2018, Giles reportedly told a friend she wanted to kill Coutee and asked the friend if she could borrow a gun. In August 2018, Coutee advised the friend “she had deleted all her social media accounts and that she might ‘make the news’.”²¹

Moreover:

Later the same month, the...Court issued mutual protective orders that, among other things, prohibited them from possessing firearms pursuant to 18 USC § 922(g)(8). Also in August, Defendant began researching Louisiana self-defense law and concealed carry insurance over the internet, both on her computer and on her mobile phone. And on August 27, 2018—contrary to the court’s protective order—Defendant purchased a Ruger LCP handgun chambered in .380 ACP from an Academy Sports and Outdoors location in Dallas, Texas. The Bureau of Alcohol, Tobacco, Firearms, and Explosives Form 4473 obtained by Academy, which is required for all commercial firearms transfers or purchases, indicates that Defendant was not subject to a criminal background check because she held a valid Texas concealed carry permit. Defendant also purchased concealed carry insurance from the U.S. Concealed Carry Association on the same day.²²

On September 8, 2018, the parties met to exchange custody of their child in a WalMart parking lot, where:

After the children were in his truck, [Coutee] approached [Giles]’s vehicle and opened her driver’s-side door. [Giles] shot [Coutee] in the chest, killing him. While [Giles] described [Coutee] jumping toward her car and jerking the door open, [Giles]’s daughter, A.S., stated that [Coutee] walked toward the car, which contradicted a recorded statement she had given the police earlier.²³

During the trial, the jury learned of several pieces of evidence of varying degrees of incrimination, including:

- “A self-defense insurance contract dated September 1, 2018,”
- “research on self-defense law dated September 4, 2018,”
- “a message in August 2018 from [Giles] stating she might make the news and might need a fundraiser for bail money,”²⁴
- Giles’ reported desire to kill Coutee,
- A purchase of a Ruger LCP in violation of a court protective order 11 days prior to the shooting,
- “testimony from [Giles]’ daughter that [Coutee] walked to the car and opened the door, rather than lunging or jumping toward it,”²⁵
- “...surveillance video from the Sonic restaurant that showed [Coutee] approach the car and open the door [rather than showing Coutee] lunge or jump at the car or open the car door violently,”²⁶
- Giles’ efforts to conceal a laptop from investigators which contained information about the “self-defense insurance contract” and “research on self-defense law.”²⁷

The jury found Giles guilty of second degree murder and obstruction of justice. The Court of Appeals upheld the convictions.

²⁰ State of Louisiana vs. Kayla Jean Giles Coutee, No. 22-665 Court of Appeal, Third Circuit, 202; *reversed and remanded*, Supreme Court of Louisiana, No. 2023-K-01549, June 27, 2025.

²¹ Id. at 1.

²² Id. at 2.

²³ Id. at 3.

²⁴ Id. at 4.

²⁵ Id. at 8.

²⁶ Id.

²⁷ Id. at 3.

On June 27, 2025, the Supreme Court of Louisiana vacated the second degree murder conviction, finding Giles' complaint about the jury instructions constituted reversible error. In doing so, the Supreme Court criticized the Court of Appeals application of La. R.S. 14:20 B – the Louisiana “Stand Your Ground” Law.²⁸

The Supreme Court highlighted many of Giles' arguments at trial, including:

It bears emphasis that Defendant and Thomas were in the midst of a contentious divorce and custody dispute. Thomas had filed for divorce in June of 2018 and, at the time of his death, was seeking reconsideration of a family court order requiring him and Defendant to continue sharing custody of their child, T.C., the two-year old girl present at the scene (along with her two older half-sisters from Defendant's past relationships). The Defendant had sought a protective order against Thomas and there was evidence of domestic abuse in their relationship. The record shows that even though she had researched self-defense laws she had subsequently had multiple custody exchanges without incident.

According to the defense, Defendant acted justifiably in firing her gun at Thomas because she was lawfully inside her vehicle, ready to leave, when Thomas approached and opened her driver's door. She told 911 dispatch, first responders, and investigators all the same thing: She fired out of fear. In further support of this contention, Defendant emphasizes the following evidence: her statements during the divorce and custody proceedings in June and August of 2018 in which she claimed Thomas had called her demeaning names, “jumped at her,” slammed a car door on her leg, and threatened to call police and have her put in jail; and, her statements to the family court that Thomas was stalking and harassing her, trying to provoke her at custody exchanges, and had himself begun carrying a weapon.²⁹

The Supreme Court also criticized the trial court's decision to instruct the jury on the aggressor doctrine.³⁰ Acknowledging earlier in the opinion that there is little case law in Louisiana pertaining to the Stand Your Ground law, the Supreme Court found that the aggressor doctrine “seriously undermines both our state's ‘stand your ground’ laws and our citizen's Second Amendment rights.”³¹

The Court concluded by reversing the court of appeal's decision, vacating the second degree murder conviction and remanding for further proceedings. It also remanded to the court of appeals whether the evidence was sufficient to support the obstruction of justice conviction.

The civil case

On September 6, 2019 – two days short of the one year anniversary of the shooting – Giles filed suit against Delta Defense, LLC (“Delta”) and United Specialty Insurance Company (“United”) in U.S. District Court in a “Complaint To Recover Funds Due Under Insurance Policy.”³² Note USCCA contracts with these parties to administer their insurance product program.

In her complaint, Giles:

- alleged to have been a “platinum member” of the United State Concealed Carry Association and paid all dues necessary to have her insurance policy in force. She also claims to have been a “lawful owner of a handgun” who used it in defense of herself and children as she “was trained by United States Concealed Carry Association, Inc. in the care, handling and use of a firearm.”
- stated that while the defendants paid \$50,000 towards her legal defense, she was entitled to \$150,000 per the terms of the policy, the balance of which the defendants refused to pay.
- Sought the remaining \$100,000 in benefits allegedly owed to her, along with “penalties, attorney fees and damages under the Louisiana Insurance Code.”³³

²⁸ Louisiana Revised Statutes 14:20, **Justifiable homicide**.

²⁹ State of Louisiana vs. Kayla Jean Giles Coutee, Supreme Court of Louisiana, No. 2023-K-01549, June 27, 2025, at 4.

³⁰ Louisiana Revised Statutes 14:21, **Aggressor cannot claim self defense**. “A person who is the aggressor or who brings on a difficulty cannot claim the right of self-defense unless he withdraws from the conflict in good faith and in such a manner that his adversary knows or should know that he desires to withdraw and discontinue the conflict.”

³¹ State of Louisiana vs. Kayla Jean Giles Coutee, Supreme Court of Louisiana, No. 2023-K-01549, June 27, 2025, at 6.

³² Complaint filed in Giles v. Delta Defense, LLC and United Specialty Insurance Company, U.S. District Court, Western District of Louisiana, Civil Action No. 1:19-cv-01173, September 6, 2019.

³³ Id.

As is common in federal court, the three parties proceeded to fill the docket after the Giles filed her complaint. Of note among the filings:

- On March 11, 2020, United moved for a protective order. “[United] USIC proposed a protective order that would allow any party to designate documents as confidential such that the parties could freely produce documents without concern over the production of documents in light of the gag order and the possession of potentially sensitive criminal documents, as well as USIC’s possession of documents received from or on behalf of its insured that may be privileged and protected from disclosure to third parties.”³⁴ I’ve heard much criticism over this by many in the gun community as proof United was trying to hide something about their business practices, when in fact it was done so as not make information available to the prosecution that could be used against Ms. Giles.
- Giles moved to stay proceedings on September 24, 2020. “As she is facing the potential of life imprisonment if convicted, her criminal defense attorney has advised that she assert her rights under the Fifth Amendment to the United States Constitution in all civil proceedings.”³⁵ This motion was granted on December 29, 2020, staying the proceedings “pending the conclusion of the underlying criminal proceedings.”³⁶
- Both defendants filed Motions for Summary Judgment which were granted after Giles’ conviction.

In ruling in favor of the defendants, the federal district court found Delta is not a proper party to the suit as it is “merely an intermediary” between the insurer and USSCA members. Delta was dismissed with prejudice.

The court dismissed the claims against United on the grounds that Giles **did not** engage in the “act of self defense” as defined under the United policy. In reaching this conclusion, the court opined:

Giles argues that the policy hinges upon the insured’s subjective state of mind and that any other interpretation would make the policy a nullity as it would allow the insurer to substitute its judgment for that of the insured.

Note well: the district court dismissed the claims against United without prejudice, ordering “Giles may reassert her claim against United in the event her conviction is reversed on self-defense grounds.” Given the Supreme Court of Louisiana’s recent opinion, it appears Giles will now be able to resume her cause of action against United.³⁷

Reading these opinions in stereo

Commentators and influencers for the various proprietors in the facility will no doubt take to the blogosphere and social media to opine what the Supreme Court’s case means for Giles in her criminal case and her claims against United. For purposes of this paper, I will focus on the latter issue raising some questions and suggested best practices learned from this.

First and foremost, is the Supreme Court’s opinion dispositive on the issue of whether United should have paid for Giles’ criminal defense? The federal court’s ruling on the motion for summary judgment tends to indicate it is not. When granting the motion in favor of United, the district court opined United’s arguments in favor of summary judgment were filed before the jury verdict was entered; the court seemed inclined to think United’s position was correct and that Giles’ contention that coverage is solely determined by her subjective state of mind (discussed *supra*) was not. Practitioners and armed citizens should quickly conclude one of the most important lessons here is this: **The terms of the agreement between the citizen and the proprietor may not necessarily provide coverage in every self defense situation, even if the self defense is legally justified.** That is not the answer most people want to hear, understandably, but it reflects the nascent marketplace for these products which I discussed in the original paper three years ago.

Second question: Would Giles have achieved an acquittal had United provided her with the entire limits of her policy for her criminal defense? The insurance attorney in me is looking for the damages beyond the contract. Presumably, under Louisiana law, there would be some sort of potential (and quite valuable) bad faith claim that, but for United’s denial of benefits, she would have been acquitted. While the court never reached any determination of ineffective assistance of counsel, the Supreme Court’s reversal of the murder conviction based upon arguments preserved by Giles’ counsel lend support to United’s potential argument that different defense counsel would not have yielded a better result here.

³⁴ Id., Motion for Protective Order by United

³⁵ Id., Motion to Stay by Kayla J Giles.

³⁶ Id., Order Granting Motion to Stay.

³⁷ Id., Ruling and Order.

Third question: Just how much of a colorable claim of self defense do you need to trigger coverage under your self defense liability product? Clearly Giles and United have vastly different answers to that question. Does there have to be some level of objective evidence supporting the claim? Does the mere claim of self defense trigger coverage? How much weight should a proprietor place on pre-event evidence tending to indicate the incident was pre-meditated and done with a weapon that the consumer possessed in violation of the law? I would refer you back to the discussion *supra* where I address the question “*Why does the product exclude illegal activities?*” If the standard is purely subjective and rests solely in the eyes of the criminal defendant – and the facility is not allowed to conduct its own determinations of whether there is a viable claim of self defense – it would result in virtually every deadly assault being covered by the product. Such a finding could pose a tremendous financial burden on the facility it didn’t contemplate.

Fourth question: Should researching laws on self defense or purchasing a self defense liability product be evidence of an intent to commit murder? I suspect everyone reading this paper has done online research on self defense or the best self defense product for them. (My internet browser history is filled with this just from working on this paper.) Is that research evidence of your intent? Does the taint of such research attenuate over time, and if so, how long does it take to attenuate?

Some takeaways from Giles case

While we may not know the answers to the questions above, we can still learn some lessons and best practices as a result of this case. I urge all of us to consider the following:

- *The Giles case is a stark reminder that the terms and conditions of the agreement can yield drastically different results than anticipated.* For example, will the prohibited use of the handgun preclude coverage here? If you use a handgun in a prohibited place, will you have coverage under your product? How much evidence will you need to show that your actions constitute self defense to trigger coverage? Do your homework.
- *Plan on hiring personal counsel to manage your relationship with the proprietor and criminal defense counsel.* This is especially true if you can’t talk about your case due to 5th amendment concerns. Note United based its coverage investigation in part upon information it received from Giles’ criminal defense attorney.³⁸
- *Along those lines, if the proprietor is investigating whether your claim of self-defense is covered by the agreement, your criminal defense counsel should not be providing information aiding in that investigation.* The insurance defense bar is well-accustomed to not providing information to the insurer that might jeopardize coverage for the policyholder/defendant. The “tripartite relationship” between the insurer, policyholder and defense counsel hired by the insurer to represent the policyholder has been well established in many legal ethics discussions; defense counsel cannot give information to the insurer that may jeopardize the policyholder’s insurance coverage.

Cosgrove v. National Fire & Marine Insurance Company, a federal court opinion in Arizona should be required reading for all criminal defense counsel dealing with facility products. Here, defense counsel hired by the insurer to represent the policyholder in a lawsuit gave the insurer information obtained in the course of representing the policyholder to the insurer. The insurer used that information in turn to deny coverage to the policyholder:

“[Defense counsel] used the attorney-client relationship with [the policyholder,] WTM to gather information that he gave to defendant, which defendant then used to the detriment of WTM and now wants to use to deny coverage. At the point [defense counsel] disclosed the subcontractor information to defendant, he knew, or had reason to know, that WTM’s policy contained the Subcontractors Exclusion and that defendant may attempt to deny coverage based on this exclusion. Yet despite this knowledge, [defense counsel] communicated to defendant the very information that defendant would need to deny coverage based on the Subcontractors Exclusion. ... [Defense counsel] owed his full loyalty to WTM, but it is clear that this loyalty was ‘was diluted by his allegiance’ to defendant.”³⁹

³⁸ Id., United Specialty Insurance Company’s Memorandum In Support of Motion for Protective Order. March 11, 2020. “After USIC agreed to pay the retainer, USIC received information, documents and video regarding the Incident. Because Giles was in jail at the time of her initial claim, USIC did not receive the Documents directly from Giles but from others on her behalf, such as from Giles’ criminal defense counsel, Mr. Paul Carmouche. After review of the Documents, USIC no longer considered this Incident to be covered under the Policy and disclaimed coverage.”

³⁹ *Karen Cosgrove v. National Fire & Marine Insurance Company*, No:2:14-cv-2229-HRH (April 10,2017); the quote above comes from “Update: Why Cosgrove V. National Should Terrify Insurers,” Law360, May 12, 2017 by Randy Maniloff, <http://bit.ly/4eLuwJ7>, visited July 13, 2025.

In short: if the program is going to deny a criminal defendant's coverage for benefits under the agreement, the criminal defense attorney ought not help the program do it. Note from United's memorandum in support of its motion for protective order, it stated it received information "from others on her behalf, **such as Giles' defense counsel**....After review of the [d]ocuments, [United] no longer considered the Incident to be covered under the Policy and disclaimed coverage." (emphasis added.)⁴⁰

- *If you carry a gun for self defense, you need more training than the class you took to get your license to carry a gun.* Your Texas LTC class (or other licensing program in another state) isn't sufficient training. Specifically, quality training in decision making and de-escalation would have been helpful to Ms. Giles. Even if she had elected to use deadly force after receiving the training, she could cite her training as evidence that her decision to do so was based in sound tactics and decision making.
- *You should be able to articulate why you did what you did.* If you are asked "why did you buy self defense insurance?" a thoughtful answer would be helpful. Maybe you did it to avail yourself of the free training many of them offer. Maybe it was because you are concerned about access to justice if you are accused of an intentional act when in fact you were just defending yourself. You buy insurance for a host of things – home, auto, umbrella, health, life, disability, long term care – because it's the responsible thing to do.

NEW FOR 2025: CAN YOU SECURE COVERAGE BY HOLDING THE CASE IN ABEYANCE DURING THE PENDENCY OF THE CRIMINAL TRIAL?

An insurer has two duties in a typical liability insurance policy: a duty to defend the insured from claims and suits brought as a result of a covered loss, and a duty to indemnify the insured up to the policy limits for those claims and suits. Courts have traditionally ruled that the duty to defend is greater than the duty to indemnify, meaning insurers sometimes provide a policyholder with a legal defense but then refuse to indemnify the insured if there is a significant question as to whether the claim is covered by the policy.

But with insurance products in the self defense liability market, arguably the defense of the policyholder is the indemnification: the policyholder is seeking money to pay for the criminal defense lawyer, not to the alleged injured party.

One strategy the personal counsel (not the criminal counsel) of the accused might consider is to move any declaratory judgment action by the proprietor to deny coverage to be held in abeyance during the pendency of the criminal trial. In this situation, the criminal defendant/policyholder is asking the court to let the criminal matter play itself out before issuing a ruling on whether there is coverage. Might the personal counsel also argue for injunctive relief by asking the court to require the proprietor to continue to fund the defense during the abeyance?

This presents several questions that, to my knowledge, have not been resolved by appellate courts. By holding the coverage question in abeyance and requiring the proprietor to continue funding the criminal defense, it effectively eliminates any limitations in the agreement on what constitutes a valid act of self defense. If the criminal defendant is not convicted, they can argue their actions constituted self defense and were thus covered by the agreement. If they lose, they were still able to force the proprietor to pay for the defense by holding the coverage question in abeyance. Either way, the criminal defendant gets their defense costs paid by the proprietor.

It seems to me the better strategy for a proprietor to avoid this situation would be to simply deny the claim without filing a declaratory judgment action. That would then force the personal counsel to seek injunctive relief, which, depending on the facts and venue, might be more optimal for the proprietor.

But let's take this a step further, since one of the purposes of this paper is to help proprietors figure out how to improve their product. One thing I allude to later is a suggestion that consumers should get some sort of discount if they complete training prescribed by the proprietor. Perhaps an actuarially sound case could be made for removing limitations on what constitutes an act of self defense if the consumer successfully completes training in not only firearm manipulation but also decision-making skills.

So for example, if a consumer were to provide proof of completion of required training, the proprietor would issue an endorsement/additional certificate of benefits stating the proprietor would provide coverage for any claim for self defense the court permits the consumer to raise. An additional twist to this might be an elimination period, whereby the expanded coverage for self defense incidents only begins after several months have passed since the required training is completed.

⁴⁰ *Giles v. Delta Defense*, United Specialty Insurance Company's Memorandum In Support of Motion for Protective Order. March 11, 2020.

Having said that, it seems some in the facility have changed the definition of what constitutes a covered act of self defense to a much simpler determination. For example, CCW Safe now defines a **“Covered Self-Defense Use of Force Incident”** as “a member involved incident which occurs in a Covered Location in the Covered Territory where the legal defense of justifiable use of force may be lawfully raised, and admissible evidence of self-defense or the defense of another exists.”⁴¹

Compare this to the most current iteration of the USCCA definition of a covered self defense event: “‘Act of self-defense’ means the use of objectively reasonable force by the ‘insured’ to protect persons.” My reading of this is CCW Safe will provide criminal attorney assistance if you’re allowed to raise a self defense claim at trial; USCCA’s definition requires an “objectively reasonable” standard, presumably determined by USCCA.

Invariably, such distinctions cause people to ask me things like “So CCW Safe is then inherently better than USCCA, right?” As someone who has memberships in both CCW Safe and USCCA, I will tell you I don’t believe that’s the case. As a USCCA member, I have access to an insurance policy which contains statutory and common law consumer protections benefitting me that the CCW Safe product doesn’t provide. The “Just Tell Me Which Is The Best Product To Buy” crowd wants a definitive answer to a question that requires a longer explanation than many want to hear. I provide my guidance on how to go about buying one of these products *infra*.

WHAT SHOULD WE TELL OUR LEGISLATORS ABOUT THESE PRODUCTS?

From time to time, attorneys find themselves in positions to affect policy change as they have discussions with state legislators or regulators. Perhaps you are a state regulator or legislator. (If you are, and you’d like to discuss this in more detail, please feel free to reach out.)

If you’re a proponent of such products, what might we urge them to do in furtherance of the market?

- First, do no harm. Don’t pass legislation or promulgate regulations which would reduce access to or the utility of such products.
- Consider passing legislation prohibiting regulators from imposing reimbursement requirements, so consumers can take full advantage of the product they purchased and maximize their access to justice.
- If you’re in a state that doesn’t permit these programs, pass the laws necessary to allow them to come to market.
- Consider passing something akin to Tennessee Code Annotated 39-11-611(c) to protect the rights of law-abiding citizens forced to defend themselves in their homes, workplaces and vehicles. That statute provides:

(c) Any person using force intended or likely to cause death or serious bodily injury within a residence, business, dwelling or vehicle **is presumed to have held a reasonable belief of imminent death or serious bodily injury** to self, family, a member of the household or a person visiting as an invited guest, when that force is used against another person, who unlawfully and forcibly enters or has unlawfully and forcibly entered the residence, business, dwelling or vehicle, and the person using defensive force knew or had reason to believe that an unlawful and forcible entry occurred.

(emphasis added)

- Consider restricting the admissibility into evidence of the existence of a facility product. The admissibility of the existence of a liability insurance policy is already significantly restricted under both the Federal and Texas Rule of Evidence 411. Similarly, the existence of a legal services program or membership benefits program is irrelevant to prove an element of a crime or negligence. Note Kayla Giles’ purchase of one of these products was used as evidence of her intent to commit murder. This is not a remote hypothetical concern.

BEST PRACTICES FOR CONSUMERS PURCHASING AND USING THESE PRODUCTS

This brings us to the question most of you are likely asking at this point: “*how do I figure out what’s right for me?*” As more products come to market, there are more choices – and thus more decisions – to make when securing one of these products.

Traditionally, a consumer seeking liability protection for a particular situation would visit with their insurance agent or broker. The agent or broker, using their knowledge and experience, would recommend a product or a suite of products and tailor them to fit the consumer’s situation.

⁴¹ <https://ccwsafe.com/terms-conditions/>, visited July 27, 2025.

There is no equivalent of an agent or broker in this market for all the products offered by the facility; only pure insurance products are sold via insurance agents and brokers. Consumers are on their own in determining what's right for them.

For anyone considering purchasing a product (or products), I think the following steps will help the process:

Think about your common firearm usage. Do you carry a handgun regularly and go to the range on occasion to practice? Are you a hunter who might benefit from hunting liability protection? Do you volunteer on your church's security team? What are the most likely scenarios where you would need the benefits of one of these products?

Do you live in a venue where the prosecutor is a proponent of self defense? Or in a venue where armed self defense is viewed negatively? From a civil liability standpoint, how will your fellow citizens view your use of armed self defense when a lower evidentiary standard is applied to the facts of your case?

How much quality training in defensive firearm usage have you had? Karl Rehn, a nationally recognized firearms trainer and expert witness in use of force cases, put it like this:

I've worked many cases as an expert witness. The most common factor is that someone with no formal training or only carry permit training makes a legally questionable use of deadly force decision. The Texas License to Carry course teaches the Penal Code, which is not a guide to good tactics. Students mistake the words "defense to prosecution" to mean "I won't be arrested, charged or put on trial", which is not the case. Armed citizens that seek out and attend training beyond the carry permit level, particularly courses that teach tactics, not just mechanical shooting skills, tend to make better decisions.

Over the past 30 years, none of my students that have taken beyond-LTC tactics courses that have used force or deadly force in actual situations have had cases go to trial or the plea deal level. Most were never charged or arrested, and only those that fired shots had cases that went to the grand jury and were no-billed. Having a higher level of training also provides a stronger foundation for a legal defense, when the training can be used support the reasoning behind the use of deadly force actions that were taken.⁴²

Consumers with less training may find they need more benefits and coverages from their product of choice if they are less proficient with self defense decision making skills. They should also seek additional training.

What is your financial situation? Are you able to pay out of pocket any fees necessary to go to trial? Is your net worth insufficient to attract attention from personal injury attorneys? Or are you somewhere in between?

Is this an imminent situation? If so, be ready to explain why you purchased a self-defense liability product. Many of us know of situations – sometimes brought to our attention by clients or friends – where an individual without any firearms or self-defense training suddenly has a need for both. If you are in that situation and purchase a self-defense liability product “just in case,” you may find yourself in a similar situation as Kayla Giles did. Given what we learned from that case, it's imperative you be able to clearly articulate why you purchased a self-defense liability product in that situation to rebut any argument that your decision to do so is evidence of a premeditated use of force.

As you do your research, reach out to the various programs. Email them your questions. Save their responses to help make a case for detrimental reliance should it come to that later on.⁴³

At renewal time, review the details of the program again. What's changed? Do they provide the same benefits they did previously? Do they have the same terms and conditions?

My “most definitely not hard and fast rules” on choosing the product best for you looks something like this:

- High net worth individuals in venues where prosecutors and juries are “self defense friendly”: pure insurance product
- Low net worth individuals who are primarily concerned with affording access to the criminal justice system: legal services programs

⁴² Email to author, dated August 23, 2022. Email in possession of the author.

⁴³ Under Texas law the elements of promissory estoppel are: (1) a promise; (2) foreseeability of reliance thereon by the promisor; and (3) substantial reliance by the promisee to his detriment. *MetroplexCore, L.L.C. v. Parsons Transp., Inc.*, 743 F.3d 964, 977 (5th Cir. 2014) (citing *English v. Fischer*, 660 S.W.2d 521, 524 (Tex. 1983)). To show detrimental reliance, “a plaintiff must show that he materially changed his position in reliance on the promise.” *Motten v. Chase Home Fin.*, 831 F. Supp. 2d 988, 1002 (S.D. Tex. 2011). https://www.gpo.gov/fdsys/pkg/USCOURTS-txnd-3_16-cv-02296/pdf/USCOURTS-txnd-3_16-cv-02296-0.pdf

- Individuals who are middle net worth **and** who live in venues where they anticipate significant scrutiny by prosecutors, trial lawyers and juries: a product or combination of products that provide both significant civil and criminal defense benefits, as well as liability benefits for any civil judgments.
- Individuals with little to no quality defensive firearm training in the last year: a product or combination of products that provide both significant civil and criminal defense benefits, as well as liability benefits for any civil judgments. They should also consider products with generous expert witness benefits. And getting additional training.

NEW FOR 2025: BEST PRACTICES FOR UTILIZING THESE PRODUCTS POST-EVENT

If we find ourselves in the terrible position where we've had to engage in self defense, we will need the self defense liability product(s) of our choice to timely respond to our situation. To do that, we should to come up with a way to engage them which:

- gets us help we need right away;
- maximizes the benefits available to us under the product's terms and conditions; and
- does not cause us to say or do anything which may jeopardize our freedom or benefits.

What follows are some ideas on how best to contact your self defense liability program (hereinafter "program") of choice in that situation.

First, please remember you likely do not have an attorney/client relationship with the person manning the hotline at the program to take your call. This is a big complaint I have with many of these products. Some advertise there are attorneys standing by to take your call 24/7/365 in the event you are involved in a self defense incident. However, it's unlikely you have an attorney/client relationship with any attorney taking that initial call, meaning anything you say to that attorney can be used against you. **It's quite possible that attorney works for the program; not you!** Even if the program says in their contract with you that there's no attorney/client relationship created when you call the hotline, the odds you'll remember that important detail immediately post-event could be slim.

Along those same lines, you should assume that the person taking your call is **not** an attorney. That means you should not tell them all the details of what happened. You only need to tell them the following:

"I have been involved in a self defense incident. I request immediate assistance and all benefits available to me from your program, including an attorney. Have that attorney immediately call me at <<phone number>>. I am currently at <<location>>."

Even if the person at the hotline prods you for details about what happened, you should not tell them - at least not immediately, in the aftermath of the situation. Just say "I really can't talk about it at the moment; I am at <location> and request you get a lawyer who can represent me to call me right away. The police are <here/on their way>."

In addition to those comments being used against you, for all you know other people can overhear what you say on the phone - and they can then testify to what they heard you say.

One of the ways the statements you make to the self defense liability provider can be used against you is if you make statements which trigger exclusions under the agreement. Let me say up front: there are perfectly legitimate reasons those exclusions exist in the agreement, which I discuss *supra*. At the same time, you're likely having the worst day of your life. Before you say anything that could be construed as evidence triggering an exclusion, talk to the lawyer provided you by the program - the one with whom you do have an attorney/client relationship - before you share what happened with the program.

Your self defense liability program has a right to know what happened. At some point, you or your lawyer will have to tell them your side of the story. The program may do its own investigation to confirm there was a colorable claim of self defense, because they need to make sure they are spending money on your lawyer for a legitimate self defense incident. You and your attorney should talk through that before talking with the program. Note I am not suggesting you provide false information to the program; I am suggesting you exercise your constitutional right to legal counsel before you or your lawyer explain what happened.

Ideally, someone else will make the call to the program for you to get the process started. If you can, have your spouse make that call. You should provide a script to your spouse, along with directions and the phone number on where to make the call.

Here's an example of a script I have provided for my wife to use when making that call on my behalf:

Call <<Name of Program> at 800-555-1212; press * for immediate assistance. Say this (or leave a message saying this):

I am calling on behalf of Paul Martin, a <name of program> member. His membership number is 1234567.

He has notified me he was involved in a self defense incident. He is currently (insert whatever else I've asked you to communicate to them....). He is seeking immediate legal assistance and all other benefits included in his membership. He does not have an attorney and will need your help hiring one right away.

At this point, my wife has notified the program hotline I need help. She has not shared any sensitive information. If the hotline person asks a bunch of questions, she likely won't know the answer to them - which is fine. The hotline person's job at that point is to get a lawyer in touch with me right away. We can discuss the details later on.

So what do you tell your spouse about the incident immediately after it happens? Most states have provisions in their rules of evidence to protect communications between spouses. However, the less you tell your spouse immediately after the event, the better off you are. At least initially. Let your lawyer guide you on that conversation.

As for telling your spouse/trusted person what happened for purposes of having them call the hotline for you, that requires some conversations up front with them. Consider telling them this when you hand them the phone number and script to use in case you need them to make that call:

If I call you or text you to tell you I've been in a self defense incident, that is an extreme emergency. You must drop what you're doing to help me. There is a chance I will go to jail shortly thereafter. I need you to fully concentrate on what's going on.

I also you need you to understand I can't talk about what happened right away. I know you will want to know, and I will want to tell you - but on a phone, out in public, right after I've defended myself from serious bodily injury isn't the best time for that conversation. You must understand I may not be able to give you any details right away.

The best thing you can do for me is to make that call and then call or text me back with whatever they told you.

I also urge you to have your personal counsel write a letter to your self defense liability provider to maximize the benefits under your contract. This is especially true for insurance products, but I think it's also helpful for non-insurance products as well. You should have a good insurance defense attorney send a letter to your insurance company on your behalf, with a copy to your criminal defense attorney, to:

- remind the insurer of its statutory and common law obligations to you, the policyholder;⁴⁴
- instruct the insurer to make all benefits available to you, the policyholder;
- remind the criminal defense attorney their obligation and loyalty are to you, the client, and that they are not to take any steps which may jeopardize your coverage under the insurance policy. This includes refraining from providing any information to the proprietor which could jeopardize benefits owed to you;
- for non-insurance products, remind the proprietor to comply with all applicable consumer protection laws, such as the Texas Deceptive Trades Practices Act.

You're doing this to put the proprietor on notice: you have an insurance lawyer standing by to represent you and to ensure the proprietor fulfills their end of the deal. It will send the message you expect them to interpret the agreement in your favor. Even if you are utilizing a non-insurance product, it will let the provider know you have retained personal counsel to manage the relationship between the two of you. If there is a question as to whether your situation is covered by the contract (like we read about in the Kayla Giles case), I think it's better to have someone helping you navigate that early on rather than dealing with it down the road when you're working on your underlying self defense claim.

⁴⁴ Texas practitioners representing consumers as personal counsel in such situations should familiarize themselves with Chapters 541 and 542 of the Texas Insurance Code, Chapter 17 of the Texas Business and Commerce Code, as well as the common law duties of good faith and fair dealing as applied to insurers under Texas law. If you are personal counsel in this situation, consider retaining co-counsel with expertise in the area of insurance law to draft this letter to the client's self defense liability provider.

This letter shouldn't be that expensive. An hour or two of the insurance defense attorney's time to meet with you and an hour to write the letter is really all that should entail. Remember: your liberty and net worth are on the line here. This is not a time to pinch pennies.

SO WHAT DID I END UP PURCHASING?

In August 2022, after extensive research into various products and the facility in general, I purchased memberships with CCW Safe and U.S. Concealed Carry Association (USCCA), while retaining my long-standing membership in the Armed Citizens Legal Defense Network (ACLDN). I had not been a member of CCW Safe or USCCA before.

I chose this combination of products to create a wide spectrum of available benefits, given the venue where I live and my typical firearms usage (frequent concealed carry in a city and county with an increasing violent crime rate⁴⁵).

I opted for CCW Safe because it offers:

- Robust benefits; coverage for church security team work; a stated understanding of 30.06 situations; no reimbursement clauses; \$1M civil liability coverage; insurance backing (but not marketed as an insurance product).

I also opted for USCCA because it offers:

- Pure insurance product; \$2M liability coverage, but with a reimbursement clause and the potential for no coverage in prohibited areas.

I kept my ACLDN membership because it provided a cost effective benefit, directed by a board of advisors who are leaders in the defensive firearms community. Now that ACLDN is being acquired by CCW Safe, I will only have two self defense liability products moving forward.

I encourage others to do their review and adjust their protection plans on a regular basis. As mentioned earlier, these purchases are not endorsements of the products.

IN A PERFECT WORLD, WHAT WOULD THESE PRODUCTS DO/LOOK LIKE?

I stated at the beginning of this paper I am a strong proponent of these products. I urge concerned citizens to purchase one (or more) that fits their needs.

Having said that, I do have a wish list – things I hope the facility will consider and implement as their efforts to develop their products continue. I hasten to add these things should not be mandated by the government; think of this as a blueprint for new entrants to the market and current ones looking to grow market share. This list includes:

- *More transparency about the proprietor's ability to pay benefits.* Insurance companies routinely boast of their financial strength, with receipts to back it up. Non-insurance companies do not provide this data. Publishing an audit report from an independent firm every year would go a long way in helping consumers understand the product they need in their time of serious legal crisis will be able to provide for them. One option would be for non-insurance facility participants to provide consumers with an "Agreed Upon Procedure Engagement," which is "an attestation engagement in which a[n accountant] performs specific procedures on subject matter and reports the findings without providing an opinion or conclusion."⁴⁶ Such an engagement could be tailored to provide sufficient information to enable consumers to have a better understanding of the proprietor's financial wherewithal.
- *For insurance products, options in the admitted market.* As best I can tell, all the pure insurance products are in the surplus lines market. Admitted market products provide more protections for consumers. Ideally, as insurers writing in this market develop rate and loss history sufficient to justify an admitted market product, they will create that option for consumers.
- *Coverage for domestic violence incidents.* I understand why the facility is hesitant to provide benefits for someone accused of domestic violence. Doing so would expose the facility to an increased frequency of claims/requests for assistance. It also creates the potential for reputational harm of the proprietor. At the same time, the accused needs resources to help defend against allegations in court. As of August 2022, there seems to be a trend within the facility to start extending coverage for incidents between current and former romantic partners after some

⁴⁵ See, *inter alia*, "Travis County homicides up 120% outside of Austin City Limits," CBS News Austin, <https://bit.ly/3CA5FFK>; Austin Police Department Chief's Monthly Reports, <https://bit.ly/3ThYnO2>

⁴⁶ <https://us.aicpa.org/content/dam/aicpa/research/standards/auditattest/downloadabledocuments/at-c-00215.pdf>

proprietors retreated from doing so. I hope this trend continues and proprietors make the details of such coverage clear to consumers.

- *Safeguards to protect sensitive communications from consumers to the proprietor.* A consumer calls their proprietor of choice after self defense incident, which may very well be the worst day of their lives. The facility should strive to create best practices by which information conveyed in that initial contact cannot be used by the proprietor to take an adverse action against the consumer to deny or restrict benefits available under the terms of the agreement. If the proprietor makes a determines the consumer has not engaged in a legitimate act of self defense, it should do so with information derived independently from any information derived from the first contact the consumer has with the proprietor after the event.
- *Clear descriptions and standards of qualifications for those making decisions about available benefits.* What do you know about the individual(s) making the decision as to whether you will be getting the benefits you need at your moment in need? Are they attorneys? Self defense experts? Licensed claims adjusters? Proprietors should tell consumers the qualifications of the individuals making these critical decisions.
- *Discounts (assuming they are justified) for those obtaining additional certifications or meeting requalification goals on a regular basis.* If a consumer agrees to requalify to DPS or a local police department's shooting standards on a regular basis, are they a better risk than someone who has never taken a handgun class in their lives? If a consumer successfully completes advanced training from a certified provider, are they a better risk for the proprietor? Providing discounts is a way to encourage consumers to take quality training on a regular basis, making them better gun owners in the process.
- *Disclosures on how many claims/requests for assistance are rejected every year.* The Wall Street Journal article makes it clear the facility rejects claims on a regular basis. While the marketing materials of the proprietors would leave a reasonable person to believe such rejections are both rare and justified, consumers would have a better sense for a providers' willingness to assume responsibility for their defense if the consumer knew how often the proprietor rejects claims/requests for assistance.

FINAL THOUGHTS

To sum up:

- Pure insurance products are more regulated for consumer protection and solvency purposes. They are also more likely to contain reimbursement clauses.
- Facility participants claiming their products are not insurance do so in part to avoid state insurance regulation, given the compliance costs and restrictions that come with that. It also provides those proprietors with the needed flexibility to bring products to market with benefits which pure insurance products might not be able to include.
- This is a rapidly changing market. A product sold today may not have the same features – or even exist – a year from now.
- **These products promote access to justice by creating a mechanism for consumers to help secure legal counsel in the event they are charged or sued.**
- Consumers must do a thorough due diligence when selecting a product and should do so when the product comes up for renewal.
- Once you've chosen your product or products, create a plan to quickly activate the benefits after a self defense situation.

We should not lose sight of the fact the facility does something the State Bar and consumer advocates spend a lot of time talking about – **providing access to justice**. Contrary to the opinions of its critics, the facility provides significant public policy benefits beyond access to justice – such as training opportunities and educational products, bail bond assistance, and resources for post-event mental health counseling. The private sector is developing these products through free market principles and not government mandates.

Armed citizens should strongly consider purchasing a product that fits their needs, after completing a thorough review of the various options and considering the questions raised in this paper. The facility should be encouraged by consumers, attorneys and other thought leaders to continue to improve its products to create greater utility and transparency of them.

Self-Defense Protection Programs in Texas

by Sean P. Healy, Attorney at Law

CURRENT AS OF 7/30/25

We receive constant inquiries about the “best” program to provide for armed persons who may have to use force in self-defense, or defense of others. The chart on the next page summarizes the information we compiled. The underlying information comes from the providers’ agreements and from their answers. The information applies to a Texas resident in July, 2025.

1. Disclaimer: This information is being provided as a public service, to be published in a paper provided to lawyers in a continuing legal education seminar (the State Bar of Texas 2025 Firearms Law Seminar, a webinar scheduled for 10/10/2025) It is not legal advice to anyone. It is not intended to be relied on by anyone.
2. Sources: This information came from the providers’ websites, including their actual agreements and advertising content. Most of the agreements are available online. We sent questionnaires to the providers, and allowed those who responded to review their portion of the chart and offer corrections prior to publication.
3. Actual Terms and Conditions: ***Read the actual, current agreement before subscribing to any of these services, and before relying on any of them.*** The “fine print” matters. The actual agreement will determine whether you are covered, should an incident occur. Specific plans may or may not be appropriate for your circumstances. This chart attempts to summarize coverage, but it is impossible to fully discuss a coverage matter in a small box.
4. Gun-Free Zones: Many plans exclude coverage for incidents occurring in gun-free zones. Some have exceptions. Others review incidents on a case-by-case basis.
5. ACLDN: CCW Safe acquired Armed Citizens' Legal Defense Network, announcing this to its members on 7/7/25. This was Marty Hayes' legal service plan, formed in 2008, that worked by depositing millions of dollars from membership fees into a defense fund, then issuing grants for legal assistance, at the discretion of its Board.
6. Law Enforcement/Security Officers/Gun Dealers/Place of Worship Safety Teams: Some plans exclude coverage for persons acting in a professional or organized volunteer capacity. *If you need coverage for this type of activity, you should confirm in writing that you are covered before subscribing or relying on any of these services.*
7. Other States: These plans differ in significant ways, depending on the state of residence of the customer. These plans may be unavailable to residents of New Jersey, New York, and Washington. This may change. Contact the provider to discuss any questions about the terms of the agreement and the locations where it is effective.
8. NRA's Carry Guard: This program terminated in 2019. This was a pure insurance program which reimbursed you for defense costs AFTER you won the court battle. It was succeeded by the Lockton Affinity program.
9. Law Shield and Family Violence: Law Shield’s agreement excludes coverage for use of a weapon against current or former family members, household, or dating relationships. Law Shield sent a letter to its members on 6/17/20 (<https://www.triggerpressers.com/wp-content/uploads/2020/06/US-Law-Shield-Letter.pdf>) indicating it will they will cover such incidents if the member’s actions are justified. As of August 29, 2022, the Law Shield agreement for Texas still contained a "Family Violence Exclusion" on its website. Law Shield has advised it does not have a domestic violence exclusion in Texas. Consumers are urged to contact Law Shield directly regarding any questions pertaining to their agreement.
10. Educational Benefits: Some plans provide training videos, online courses, magazines, written materials, newsletters, seminars, books, and other benefits.

Factors for self-defense protection programs

Comparison for Texas resident, basic plan

CURRENT AS OF 7/30/25

No Feature		PURE INSURANCE		LEGAL SERVICE PROGRAMS							MEMBER BENEFIT PROGRAMS	
		Lockton Affinity	USCCA	Right to Bear Insurance	Firearms Legal Protection	Attorneys on Retainer	Self-Defense Fund	U.S.Law Shield	Lonestar Firearm Defense, LLC	Legal Shield	CCW Safe	Second Call Defense
1	Website	https://locktonaffinityoutdoor.com/personal-firearm-liability/	https://www.usconcealedcarry.com/	https://protectwithbear.com/	https://firearmslegal.com/	https://attorneysonretainer.us/	https://www.selfdefensefund.net/	https://www.uslawshield.com/	https://www.lonestarfirearmdefense.com/	https://www.legalshield.com/gun-supplement	https://ccwsafe.com/	https://www.secondcallddefense.org/
	Agreement	Example of Policy for Texas: https://locktonaffinityoutdoor.com/wp-content/uploads/sites/65/2021/08/FORTEGRA-OUTDOOR-AND-FIREARM-PERSONAL-LIAB-SPECIMEN-POLICY-11-20-2019.pdf	https://www.deltadefense.com/public/self-defense-liability-policy.pdf	https://protectwithbear.com/cdn/shop/files/RTBA_Membership_Contract_Oct_2024.pdf?v=13497225065398674976	https://firearmslegal.com/wp-content/uploads/2022/12/flp-sample-agreement-Texas.pdf	https://attorneysonretainer.us/docs/aor-association-membership-agreement-3.18.25.pdf	Provider has not made plan available for review.	https://www2.uslawshield.com/member-signup/files/TX-EMERGENCYSHIELD.pdf	Provider has not made plan available for review.	N/A	N/A	N/A
2	Cost/mo, basic plan (diff. levels)	\$6.25/mo., \$75 yr.	Gold Plan: \$39./mo., \$399 yr. Platinum Plan: \$49./mo., \$499 yr. Elite Plan: \$59/mo., \$599 yr.	\$17/mo., \$185 yr.	Individual: Basic: \$16.95/mo, \$199 / yr ; \$99.5 / mo , \$109/yr; one-time setup fee \$19.95. Premium: \$27.95/mo, \$329/yr; \$219.5 / mo , \$239/yr Family: \$449.5 / mo , \$539 / yr , \$389.5 / mo , \$429/yr. one-time setup fee \$39.90.	\$35 mo. For Individual/\$25 mo. Per person for Families/\$100 one-time set up fee	Bronze: \$12.50 mo., \$150.00 a yr. Silver: \$24.95 mo.. \$299.00 yr. Gold: \$49.95 mo., \$599.00 yr.	\$19.95 (\$240.00/yr)	\$12.95 Gold - Coverage in state of residence (\$9.95 for class attendees and veterans) \$22.95 Platinum - All 50 states (\$18.95 for class attendees and veterans) \$32.95 Platinum Family - All 50 states (\$32.95 for class attendees and veterans) Family includes any 2 adults living together.	\$14.95/mo add-on to Legal Shield plans (general legal service plans, not limited to firearms matters)	\$19.00/ \$49.00 (\$209/ \$519/yr)	\$14.95 (\$34.95/ \$44.95/mo)
3	Crim. Defense	\$50k/\$100k/\$150k/\$250k	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Up to \$250,000	Up to 60 hrs trial defense, incl 20 pretrial and 40 trial	Unlimited	Unlimited
4	Civil Defense	\$250k/ \$500k / \$1M/\$1.5M	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Up to \$250,000	Up to 60 hrs trial defense, incl 20 pretrial and 40 trial	Unlimited	Unlimited

No	Feature	PURE INSURANCE		LEGAL SERVICE PROGRAMS							MEMBER BENEFIT PROGRAMS	
		Lockton Affinity	USCCA	Right to Bear Insurance	Firearms Legal Protection	Attorneys on Retainer	Self-Defense Fund	U.S.Law Shield	Lonestar Firearm Defense, LLC	Legal Shield	CCW Safe	Second Call Defense
5	Civil damages	\$ 2 5 0 k / \$ 5 0 0 k / \$1M/\$1.5M Combined single limit	\$2 M	None	None	Up to \$100,000	Damages paid on Gold and Silver, not Bronze	None	Yes, coverage at the discretion of the provider.	No	\$0/\$1M/\$1.5M/\$2 M	\$50k/\$50k/\$1M
6	Up front or reimb.	Reimbursement	Up front	Up front	Up front	Up front	Up front	Up front	Up front	Up front	Up front	Up front
7	Financial backing	Lyndon Southern Insurance Company	Universal Fire & Casualty Insurance Co., underwritten by Delta Defense Co.	M o u l t r i e Insurance, LLC, 888-887-2327 or info@moultrieinsurance.com	Primarily prepaid legal service company, organized as insurance in states where required.	R R G (The Attorneys For Freedom Risk Retention Group, Inc.)	N/A	Underwritten by Fortegra company in many states	All membership fees are deposited in a fund	N/A	CCW Safe,LLC-through Bold Lane Insurance, LLC	S e c o n d A m e n d m e n t S u p p o r t F o u n d a t i o n , G u a r d i a n Protector, Inc.
8	Family coverage	Yes	Yes	Optional	O n l y F a m . Premium Plan	Optional	Yes	Optional	Platinum Family includes 2 adults living together, and minor children living in the home.	Optional	S p o u s e a n d children under 18 included	Optional
9	Cover pros/ volunteers?	Yes		As affiliates	No	Both armed and unarmed security/police officers	Yes	Dealers excluded; Church security covered; “matters pertaining to or arising out of business and commercial matters” excluded.	Excludes persons in a profession that requires a firearm, while on duty.	N/A	Volunteer House of Worship Security ONLY	Church security covered/School Volunteer Armed School teachers and personnel covered
10	Family/dating/ Domestic Viol.	No	Covered	Excluded except self-defense	No	Yes	Yes, only in self defense	See Note 8*	Not excluded	N/A	Yes	No
11	Gun-free zones?	N/A	N/A	Excluded	Yes	Yes	O n l y w h e n necessity law applies	N/A	Covered	N/A	Yes	N/A
12	Other states	Yes	Yes but excludes New Jersey, New York and Washington State.	Optional	Only Premium Plans	Yes	Yes. All 50 states, US Territories, and Indian Tribal Land.	Yes	Platinum plans cover other states	Yes	Yes- Excludes NJ, NY & WA.	Product can't be sold in NJ, NY, or WA, but members are covered there.
13	Other weapons	No	Cover	Law ful only, not explosives or chemicals	All legal weapons	Yes—all legal or illegal weapons, and no weapon (fists).	Yes, any object used in self-defense	All legal weapons	Any legal weapon	N/A	All weapons and weapons of opportunity	All legal weapons
14	Expert witnesses	Yes	Covered	One included	Up to \$10k	Yes	Yes	No	Platinum covers up to \$5000; but atty can request more	N/A	Yes	Yes

No Feature		PURE INSURANCE		LEGAL SERVICE PROGRAMS							MEMBER BENEFIT PROGRAMS	
		Lockton Affinity	USCCA	Right to Bear Insurance	Firearms Legal Protection	Attorneys on Retainer	Self-Defense Fund	U.S.Law Shield	Lonestar Firearm Defense, LLC	Legal Shield	CCW Safe	Second Call Defense
15	Bail	Yes	Up to \$250k	Optional up to \$100,000	Up to \$250k	Up to \$50,000	Yes	No	Up to \$250,000	N/A	Up to \$1M/\$1.5M	Up to \$1m
16	Time in court	Yes	\$750/day	Optional or NO	\$300 per day		Yes	No	Reimbursement for missed work for court appearances	N/A	Yes	\$750/day
17	Hotline access to atty	No	24/7 Critical Response Team Access	24/7 attorney hotline	Yes 24/7/365 (attorney answers)	Yes	Yes	24 hour hotline; non-emergency access	24-hour attorney hotline, 3 attys in call	Yes, within one day speak to a lawyer	24 hour emergency hotline including access to attorneys	24/7 Emergency Legal Hotline
18	Atty choice	Insured's choice	Insured's choice	Both--Network of Attorneys through insurance and Personal Choice	local contracted atty experienced in crim law or self-defense	Network of Attorneys on Retainer Program	Yes, only if qualified in criminal or civil law	Independent Program Attorney-Third Party Contracted	Plan chooses; over 3,500 attys with 5 years + experience	Network of Attorneys	National Trial Counsel	Local Attorney Referral in 24 Hours or Choose your own Attorney
19	Other benefits	Covers accidents, lost or stolen firearms	Training	Optional accidental discharge coverage	Expungement of criminal record if not convicted; defense of red flag actions; incident scene cleanup; private investigator fees; counseling; firearm confiscation payment; webinars; discounts; MyFLP App with state-by-state carry laws more	Training videos; counseling; gun replacement up to \$1,000; red flag coverage up to \$15,000; expungement and record sealing up to \$5,000; scene cleanup	N/A	ID theft, kids, hunt/fish, Good Samaritan if trained	Platinum covers up to \$1,000 for confiscated weapon; counseling;	N/A	Civil liability, upgrade bond coverage	Accidental shooting coverage up to \$50k/\$250k/\$300k; new sletter; online seminars; crisis manager; emergency contact notification; gun retrieval or replacement; psychological support; onsite assistance; scene cleanup up to \$5,000; TSA violation; wrongful gun confiscation; red flag coverage.