

**JUDICIAL DEFENSE ONLY COVERAGE FORM  
CLAIMS-MADE**

**NOTICE: THIS POLICY PROVIDES DEFENSE ONLY COVERAGE, BUT COVERAGE APPLIES ONLY IF A CLAIM IS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE COMPANY DURING THE POLICY PERIOD OR ANY APPLICABLE EXTENDED REPORTING PERIOD. PLEASE REVIEW THE POLICY CAREFULLY AND DISCUSS THE COVERAGE WITH YOUR INSURANCE AGENT OR BROKER.**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The words “we”, “us” and “our” refer to the company providing this insurance.

The word “insured” means any person or organization qualifying as such under Section **III** - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VIII** - DEFINITIONS.

**SECTION I - COVERAGE**

**A. Insuring Agreement**

1. In consideration of the payment of the premium, and subject to all of the terms, conditions, exclusions, limitations, limits and sub-limits of this Policy, we agree to pay the reasonable and necessary “defense costs” incurred by the Named Insured to defend against a “judiciary complaint” alleging a “wrongful act” by the Named Insured that results in formal disciplinary proceedings, but only if the following conditions are met:
  - 1) The “claim” on account of such “wrongful act” giving rise to the “judiciary complaint” is first made against the Named Insured during the “policy period”; and
  - 2) The “wrongful act” giving rise to the “judiciary complaint” is based upon or arises out of the Named Insured’s performance of “judicial services” in the “coverage territory”; and
  - 3) The “wrongful act” giving rise to the “judiciary complaint” took place during the “policy period” and on or after the “retroactive date”, if any, shown in the Declarations; and
  - 4) The “claim” on account of such “wrongful act” giving rise to the “judiciary complaint” is reported to us in writing during the “policy period”; and

- 5) Prior to the inception date of this policy, the Named Insured had no knowledge of such “wrongful act” or of any “circumstance” likely to result in or give rise to a “judiciary complaint”, and the Named Insured could not have reasonably foreseen that a “claim” would be made.
2. We will have the right and duty to defend the Named Insured against any covered “claim” or “judiciary complaint” to which this insurance applies. However, we will have no duty to defend the Named Insured against any “claim” or “judiciary complaint” to which this insurance does not apply. We have no duty to defend any “claim” or “judiciary complaint” not covered by this policy.
3. The amount we will pay for “defense costs” is limited as described in Section IV - Limits of Insurance; and our right and duty to defend ends when we have used up the applicable Limit of Insurance in the payment of “defense costs”.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section II - Supplementary Payments.

## **B. Exclusions**

This insurance does not apply to, and we have no obligation to defend any “claim”:

### **1. Bodily Injury.**

Arising out of “bodily injury”, sickness, death or disease sustained by any person, except with respect to “judiciary complaint” when arising out of a judicial decision or order.

### **2. Property Damage**

Arising out of “property damage” sustained by any person or entity, except with respect to “judiciary complaint” when arising out of a judicial decision or order.

### **3. Contractual Liability**

Arising out of any obligation assumed by the Named Insured under any written or oral contract.

### **4. Workers’ Compensation, Employment Injury and Similar Laws**

Arising out of any obligation of the Named Insured under any workers’ compensation law, employer’s liability law, disability benefits law, unemployment compensation law, or any similar law.

### **5. ERISA, COBRA, Fair Labor Standards Act, and Other Statutes**

Arising out of the activities of the Named Insured as a fiduciary under, or any obligation or duty imposed by:

1. The Employment Retirement Income Security Act of 1974 (ERISA);
2. The Consolidated Omnibus Budget Reconciliation Act of 1988 (COBRA);
3. The Fair Labor Standards Act; or
4. Section 89 of the Internal Revenue Code;

or any amendments thereto, or similar provisions of any federal, state or local, statutory or common law

**6. Securities Acts**

Arising out of any violation by the Named Insured of the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended or any state Blue Sky or securities law, or any similar state or federal statutes, and any regulations or order issued pursuant to any of the foregoing statutes.

**7. Insolvency or Bankruptcy**

Arising out of the insolvency, receivership, liquidation, financial inability to pay or bankruptcy of the Named Insured or any other person or organization in which the Named Insured has a financial interest.

**8. Personal and Advertising Injury**

Arising out of one or more of the following offenses committed by the Named Insured:

- a. False arrest, detention or imprisonment; or
- b. Malicious prosecution; or
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord, or lessor; or
- d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
- e. Oral or written publication or material that violates a person's right of privacy; or
- f. Misappropriation of advertising ideas or style of doing business; or

g. Infringement of patent, copyright, title or slogan.

**9. Fees, Deposits or Commissions**

Arising out of fees, deposits, commissions or any other charges for the Named Insured's "professional services".

**10. Other Business Enterprise**

Brought by, on behalf of, in the name or right of or against any business enterprise or business entity which is owned by the Named Insured or in which the Named Insured is a partner or employee, or which is controlled, operated, or managed by the Named Insured, either individually or in a fiduciary capacity; or

**11. Employment-Related Practices**

Arising out of any actual or alleged:

1. interviewing, hiring or refusal to hire an applicant for employment;
2. employment;
3. termination of employment; or
4. employment-related practices, acts or omissions, including but not limited to coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation or discrimination of any applicant for employment or any present or former employee of the Named Insured.

**12. Labor Disputes**

Based upon or arising out of a collective bargaining agreement, lockout, strike, picket line, replacement or other similar actions resulting from labor disputes or labor negotiations or the Workers' Adjustment and Retraining Notification Act, Public Law 100-379, or any amendment thereto, or any similar federal, state, local or common law.

**13. Claims Prior to Policy Period or Retroactive Date**

To any “claim” or “judiciary complaint” against the Named Insured based on or arising out of any “circumstance”, act, error or omission that occurred prior to the effective date of this policy or any retroactive date, if applicable.

**14. Claims Reported To Another Insurance Carrier**

To any “claim” or “judiciary complaint” against the Named Insured, including any “circumstance”, act, error or omission that was previously reported to another insurance carrier.

**15. Erroneous or Untimely Judicial Decisions**

To any “claim” or “judiciary complaint” against the Named Insured for any of the following, unless the Named Insured’s conduct also involves fraud or corrupt motive or raises a substantial question as to the judge’s fitness for office: (a) making an erroneous finding of fact; (b) reaching an incorrect legal conclusion; (c) misapplying the law; or (d) failure to decide matters in a timely fashion, unless such failure is habitual.

**16. Damages, Fines, Penalties and Monetary Sanctions.**

To any “damages”, fines or penalties or other sanctions entered against the Named Insured in connection with or as a result of a “claim” or “judiciary complaint”.

**SECTION II - SUPPLEMENTARY PAYMENTS**

We will pay, with respect to any “claim” we defend:

- A. All expenses we incur.
- B. All reasonable expenses incurred by the “insured” at our request to assist us in the investigation or defense of the “claim” or “judiciary complaint”, including actual loss of earnings up to \$1,000 a day because of time off from work.

These payments will not reduce the limits of insurance stated in the Declarations.

**SECTION III - WHO IS AN INSURED**

- A. The Named Insured shown in Item \_\_\_ of the Declarations.
- B. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

#### **SECTION IV - LIMITS OF INSURANCE**

- A.** The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - 1.** “Claims” made or “judiciary complaints” filed; or
  - 2.** Persons or organizations making “claims” or bringing “judicial complaints”.
- B.** Our total liability for all “defense costs” as a result of all “claims” covered under this policy shall not exceed the amount stated in the Declarations as Defense Aggregate Limit.
- C.** Subject to the above provision respecting Aggregate Limits, our liability for “defense costs” as a result of any one “claim” covered under this policy shall not exceed the amount stated in the Declarations as Defense Limit Per Claim.
- D.** The Limits of Insurance for this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.
- E.** Two or more “claims” arising out of a single “wrongful act”, or any “series of related ‘wrongful acts’” will be considered a single “claim”, and will be deemed to have been made at the time of the first of those “claims” is made against any “insured”. The single “claim” will be subject to the amount stated in the Declarations as the Defense Limit Per Claim in effect at the time such “claim” was first made against the Named Insured.

#### **SECTION V - DEDUCTIBLE**

- A.** Our obligation to pay “defense costs” under this policy applies only to the amount of “defense costs” which are in excess of the Per Claim Deductible amount stated in the Declarations.
- B.** The amount stated in the Declarations as Aggregate Deductible is the total amount of “defense costs” you shall pay on all “claims” covered under this policy.

- C. Subject to the above provision respecting Aggregate Deductible, the amount stated in the Declarations as Deductible Per Claim is the amount of “defense costs” you shall pay on each ”claim” covered under this policy.
- D. The terms of this policy, including those with respect to notice of a “claim” or “judiciary complaint” and with respect to our right to investigate and defend any ”claim” or “judiciary complaint” apply irrespective of the application of any deductible amount.

## **SECTION VI - CONDITIONS**

### **A. Duties In The Event Of “Claim” or “Judiciary Complaint”**

- 1. If a “claim” is made or “judiciary complaint” is brought against any insured, you must:
  - a. Immediately record the specifics of the ”claim” or “judiciary complaint” and the date received; and
  - b. Notify us in writing as soon as practicable.

You must see to it that we receive written notice of the “claim” or ”judiciary complaint” as soon as practicable.
- 2. You must:
  - a. Immediately send us copies of any demands, notices, summonses, legal papers received in connection with the ”claim” or “judiciary complaint”;
  - b. Authorize us to obtain records and other information; and
  - c. Cooperate with us in the investigation and defense of the “claim” or “judiciary complaint”.
- 3. The Named Insured will not, except at the Named Insured’s own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

### **B. Legal Action Against Us**

No person or organization has a right under this Coverage Part to sue us on this policy unless, as a condition precedent thereto, all of the policy’s terms have been fully complied with.

### **C. Other Insurance**

If other insurance available to the Named Insured covers any “claim” or “judiciary complaint” that is also covered by this policy, except for insurance purchased to be specific excess of this policy, the coverage provided by this policy will apply in excess of all other

such insurance. When this policy is excess insurance, we have no duty to defend any "claim" or "judiciary commplaint".

**D. Warranties and Representations**

By accepting this policy, you agree:

1. The statements in the Declarations are accurate and complete; and
2. That the statements made in the "application" and any other materials submitted are true and are the basis of this policy and are considered as incorporated into and constituting a part of this policy; and
3. That the statements made in the "application" and any other materials submitted are representations and that such representations are deemed material to the acceptance of the risk or the hazard assumed by us under this policy and that this policy is issued in reliance upon the truth of such representations; and
4. That in the event that the "application" contains misrepresentations which materially affect either the acceptance of this risk or the hazard assumed by us, this policy in its entirety shall be void and of no effect.

**SECTION VII – EXTENDED REPORTING PERIOD**

- A. We will offer an Extended Reporting Period, as described below, if this policy is cancelled or not renewed for any reason other than nonpayment of premium or any other amount owed to us.
- B. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided under this Coverage Part. The Extended Reporting Period applies only to "claims" first made against an insured during the applicable Extended Reporting Period for "damages" because of the negligent act, error or omission that occurred before the end of the policy period and after the Retroactive Date shown in the Declarations.
- C. The Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- D. An Extended Reporting Period is available by endorsement to this Coverage Part for an extra charge.

1. The Extended Reporting Period will take effect on the effective date of the cancellation or nonrenewal of this policy and will remain in effect for a period of one to three years, depending on which Extended Reporting Period you purchase.

2. Subject to the terms and conditions of this Coverage Part, the Extended Reporting Period applies to "claims" for "damages" reported to us, in accordance with Section VII – Conditions – Item B., no later than the end of the purchased Extended Reporting Period.

3. The additional premium for the Extended Reporting Period is expressed below as a percentage of the annual premium for the last policy period and will depend on which option you choose, as shown below.

Option 1 – 1 Year, 100%



Option 2 – 2 Years, 150%

Option 3 – 3 Years, 175%

4. We must receive a written request from you, together with payment of the additional premium, within 30 days after the effective date or cancellation or nonrenewal if you wish to purchase the Extended Reporting Period. You must state in your request which Extended Reporting Period you wish to purchase. The Extended Reporting Period will not go into effect unless you pay the additional premium when due. Once in effect, the Extended Reporting Period may not be cancelled and the premium for the Extended Reporting Period is fully earned. The Extended Reporting Period does not apply to “claims” covered under any other insurance.

## **SECTION VIII – DEFINITIONS**

- A.** “Application” means all applications, including renewal “applications” and supplemental “applications” and all attachments thereto, and all other information and materials submitted by or on behalf of the “insured” to us in connection with underwriting this policy or any policy of which this policy is a direct or indirect renewal or replacement. All such applications, attachment, information, materials and documents are deemed attached to and incorporated into this policy.
- B.** “Bodily Injury” means bodily injury, sickness, disease, and death. “Bodily injury” also means mental injury, mental anguish or emotional distress.
- C.** “Circumstance” means any “wrongful act” that may subsequently give rise to a “claim” against any “insured”.
- D.** “Claim(s)” means:
1. A written demand or notice received by the Named Insured alleging a “wrongful act” by the Named Insured arising out of the performance of “judicial services”; or
  2. A “judiciary complaint” filed against the Named Insured.
- E.** “Coverage territory” means anywhere in the world provided that “claim” or “judiciary complaint” is first brought within the United States of America, its territories and possessions, Puerto Rico or Canada.
- F.** “Damages” means the monetary portion of any judgment, award, or settlement, and includes:
1. Punitive or exemplary damages or any multiplied portions of damages in excess of actual damages, including trebling of damages;
  2. Taxes, criminal or civil fines, or attorneys’ fees of a party other than the Named Insured or other penalties imposed by law;

3. Sanctions;
  4. The return, withdrawal, reduction, restitution or payment of any fees, benefits, profits or charges or consideration and/or any expenses paid to the Named Insured.
- G.** “Defense costs” means reasonable and necessary fees charged by (an) attorney(s) designated or approved in writing by us and all other fees, costs and expenses resulting from the investigation, adjustment, defense and appeal of a ”claim” or “judiciary complaint”, if incurred by us or by the Named Insured with our written consent.
- H.** “Insured” means:
1. The Named Insured listed in Item \_\_\_ of the Declarations of this policy;
  2. Any other person or entity qualifying as an “insured” under this policy pursuant to SECTION III – WHO IS AN INSURED.
- I.** “Judiciary complaint” means:
1. A complaint against a duly elected, appointed, presiding or visiting judge in a court of record that is filed with a judiciary commission, chief judge, state supreme court, or disciplinary body, board or commission charged with receiving and hearing complaints against judges; and
  2. A complaint that alleges that the Insured has violated state or federal codes, rules or regulations that establish standards of ethical conduct for judges or that the Insured has engaged in judicial misconduct, conduct prejudicial to the administration of justice, or conduct unbecoming a judicial officer.
- J.** “Judicial services” means:
1. Judicial duties performed by the Named Insured as a duly elected, appointed, presiding, retired, called back to sit or visiting judge in a court of record; or
  2. Administrative duties performed by the Named Insured as a judge provided that:
    - a. Such administrative duties are required or permitted duties of judges under the laws of the State in which the Insured is a duly elected, appointed, presiding or visiting judge and/or the laws of the United States of America; and
    - b. The acts or omissions of the insured are within the scope of the insured’s authority to perform such duties as a duly elected, appointed, presiding or visiting judge in a court of record.
- K.** “Policy period” means the period of time specified in Item \_\_\_ of the Declarations.

- L.** “Professional services” means services provided by the Named Insured in the capacity as a Judge.
- M.** “Property Damage” means:
- 1.** Physical injury to tangible property, including all resulting loss of use of the property; or
  - 2.** Loss of use of tangible property that is not physically injured..
- N.** “Retroactive date” means the date specified in Item \_\_ of the Declarations.
- O.** “Series of related ‘wrongful acts’”, means two or more “wrongful accts”, including repeated or continuous “wrongful acts” that are causally and logically related to the same loss.
- P.** “Wrongful act” means: any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually, or allegedly committed or attempted by the Named Insured in his or her capacity as a judge while performing “judicial services”.

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