

Ohio Judges' Professional Liability Self-Insurance Program Terms & Conditions
July 1, 2018 12:01 a.m. - July 1, 2019 12:01 a.m.

<p>Purpose</p>	<p>The State of Ohio Department of Administrative Services (DAS) / Office of Risk Management (ORM) administers the Ohio Judges' Professional Liability Self-Insurance Program. The purpose of this document is to detail the specifics of the program.</p> <p>In consideration for the self-insured premium allocation paid solely by the Supreme Court of Ohio, as the first named self-insured, the Office of Risk Management agrees to pay professional liability claims and judgments properly made and rendered against a named self-insured.</p>
<p>First Named Self-insured</p>	<p>The Supreme Court of Ohio c/o Office of the Chief Legal Counsel 65 South Front Street Columbus, OH 43215</p>
<p>Named Self-Insured Designation</p>	<p>Each active or sitting judicial officer of the judiciary of the State of Ohio falling within the following categories:</p> <ul style="list-style-type: none"> • Supreme Court Justices • Court of Claims Judges • Courts under the authority of the Supreme Court of Ohio including Common Pleas and divisions thereof, Municipal and County Courts • Assigned judges appointed by the Chief Justice under the authority of the Supreme Court of Ohio per Article IV, Section 6 of the Ohio Constitution • Non-active former judges for activity conducted while in a judicial capacity <p>It is further understood and agreed that all other judicial officers not specified above are specifically excluded from the self-insured program, including but not limited to:</p> <ul style="list-style-type: none"> • Mayor's Court Officials • Referees • Master Commissioners • Bailiffs • Law Clerks • Acting Judges • Private judges acting under Section 2701.10 of the Ohio Revised Code • Magistrates
<p>Program Term</p>	<p>July 1, 2018 12:01 a.m. to July 1, 2019 12:01 a.m.</p>
<p>Professional Liability</p>	<p><u>Self-Insured Program Limits:</u> \$250,000 per claim \$500,000 program term aggregate per individual</p> <p><u>Scope of Coverage:</u> Coverage applies to "personal or individual capacity claims." The coverage does not extend or apply to "official capacity claims."</p> <p>Subject to the terms and conditions of the self-insured program, the ORM will pay on your behalf all damages and claims expenses, up to the limit of liability, arising out of a claim, which you first become aware of and you report to the ORM in writing during the program term. Defense costs and attorney fees will apply against the claim limits. A named self-insured should not construe the payment of "attorney fees" and/or "associated defense costs" as a duty to defend you.</p>
<p>Employment Practices Liability</p>	<p><u>Sublimit:</u> \$75,000 per claim. \$75,000 program term aggregate per court for claims arising from the same set of facts.</p> <p><u>Scope of Coverage:</u> Applies to "personal or individual capacity claims." There is no self-insurance coverage for "official capacity claims." The employment practices liability sub-limit is part of, and not in addition to, the self-insured program limits.</p> <p>The sublimit above is the maximum amount the ORM shall pay for employment practices liability for combined damages and claims expenses that arise out of wrongful employment practice or series of related wrongful employment practices will not exceed the sublimit, regardless of the</p>

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	<p>number of judges named as defendants. Defense costs and attorney fees will apply against the claim limits.</p> <p>For the purpose of the self-insurance coverage provided under the employment practices liability sub-limit, wrongful employment practice means: any actual or alleged error, misstatement, misleading statement, act, omission, neglect, or breach of duty by You for:</p> <ul style="list-style-type: none"> • Wrongful dismissal, discharge, or termination (either actual or constructive) of employment, • Breach of any implied employment contract, • Employment-related misrepresentation(s) to an employee, • Violation of any federal, state, or local statute, regulation, ordinance, or common law concerning employment or discrimination in employment, • Sexual harassment (as that term is defined by the Federal Equal Employment Opportunity Commission) or other illegal workplace harassment, coercion, or humiliation, • Wrongful failure to employ or promote, • Complaints filed with the Ohio Civil Rights Commission, when naming a judge or judges, and/or the court of jurisdiction. The program will cover a named self-insured. However, there is no coverage for the court itself, as a governmental entity. • Wrongful reference, discipline, or deprivation of a career opportunity, • Wrongful demotion or adverse change in terms, conditions, or status of employment, • Failure to adopt adequate workplace or employment policies and procedures, • Illegal retaliatory treatment of employees, • Negligent hiring, supervision, evaluation, or retention of employees, • Employment-related invasion of privacy or defamation, • Employment-related wrongful infliction of emotional distress, • Employment-related libel, slander, false arrest detention, imprisonment, or • Other workplace torts that are actually or allegedly committed or attempted by You while performing your judicial duties.
<p>Judicial Discipline</p>	<p><u>Sublimit</u>: \$10,000 for attorney fees and associated defense costs.</p> <p><u>Scope of Coverage</u>: If a finding of any misconduct or consent to discipline is entered, the individual self-insured shall reimburse DAS for attorney fees and associated costs. No allegation of misconduct under Canon 4 of the Ohio Code of Judicial Conduct will be covered.</p>
<p>Deductibles</p>	<p>No deductibles apply.</p>
<p>Program Definitions</p>	<ul style="list-style-type: none"> • “Attorney fees” means the attorney fees paid to represent or defend you. Attorney fees do not include salaries, compensation, overhead, or incidental expenses of employees. • “Associated defense costs” means all other related fees to represent you. “Associated defense costs” do not include salaries, compensation, overhead, or incidental expenses of employees. • “Claims” means either: a). any demand received by a self-insured for damages arising out of your acts, errors, or omissions, in your judicial, ministerial, administrative, or managerial capacity; or b). all allegations against you brought by the Ohio Disciplinary Counsel or similar committees of inquiry in disciplinary procedures. • “Claims expense” means the costs, fees, or expenses incurred in the investigation, adjustment, or defense of a claim. However, claims expense does not include the fees charged or expenses incurred by attorneys to represent or defend you; “claims expense” does not include salaries, compensation, overhead, or incidental expenses of employees. • “Damages” means a monetary judgment, monetary award, or monetary settlement which you are legally obligated to pay in your individual capacity and to the extent such damages are insurable under applicable law, but does not include punitive or exemplary damages, fines, penalties, sanctions or restitution. • “Individual capacity claims” has the same meaning as “personal capacity claims.” • “Official capacity claims” means naming you as a government official in an action against a governmental body, entity, or office.

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	<ul style="list-style-type: none"> • “Personal capacity claims” means naming you in your individual judicial capacity, seeking to impose personal liability upon you for actions taken under the color of state law. • “You” means a person or entity listed as a self-insured.
Self-Insured Limits	<ul style="list-style-type: none"> • For each claim, the limits shown above are the maximum amount the self-insured program shall pay for a combined total of all damages, claims expenses, attorney fees, and associated defense costs arising out of or in connection with the same or related acts, errors, or omissions. • Subject to the per claim limitation above, the maximum amount the self-insured program shall pay for the combined total of all covered damages, claims expenses, attorney fees, and associated defense costs arising out of any and all claims made during the program term will not exceed the amount shown for the individual self-insured aggregate. • Attorney fees, associated defense costs, and claims expenses are within the self-insured limits and will reduce the amount the self-insured program is responsible for paying as damages. When the total of attorney fees, associated defense costs, and claims expenses are incurred by the self-insured program and/or the damages paid by the self-insured program equals or exceeds the limits of self-insurance, the self-insured program has no further obligation to you.
Program Exclusions	<ul style="list-style-type: none"> • Any claim arising out of bodily injury, sickness, disease, disability, disfigurement, death, or any other physical impairment. • Any claim arising out of injury, damage, or destruction to any tangible property including the loss of thereof except when arising out of your judicial decision. • Any claim arising out of conduct outside of your duties as a judge. • Any claim arising out of a conflict of interest between your interests as a judge and the interest of any business enterprise you own, control, or manage, either individually or as a fiduciary. There is no self-insured coverage for claims expenses. • Any claim arising out of any criminal, dishonest, intentional, malicious, reckless, or deliberate act, error, or omission. There is no self-insured coverage for claims expenses. • Any suit or writ seeking equitable or extraordinary relief. There is no self-insured coverage for claims expenses. • The cost of any legal or investigative services directly contracted or hired by you. • There is no coverage for any judge for claims asserted for activity during a period of suspension pursuant to the Supreme Court Rules for the Government of the Judiciary.
No Assignment Of Rights	No assignment of your rights or interests will affect this self-insured program, unless the ORM agrees to your written request, which must take place prior to the actual assignment.
Other Insurance	If you have other insurance against a loss covered by this directive, the self-insured program shall become excess over the other insurance available.
Multiple Claims or Self-Insureds	Two or more claims that arise out of a single act, error, or omission, or a series of acts, errors, or omissions, shall be treated as a single claim. All such claims, whenever made, shall be considered the first made on the date on which the earliest claim was first made, and all such claims are subject to the same self-insurance limits of liability. The inclusion of more than one Judge in any claim or related claims shall not operate to increase the self-insured limit of liability.
Defense & Representation	<p>DAS will contract with competent defense firms or state attorneys it selects to represent the named self-insured if coverage is provided. The self-insured program, through ORM, shall pay the defense fees and claims expenses.</p> <p>The self-insured program reserves the right to deny coverage of any named or additional insured.</p> <p>You have the right to retain personal counsel but ORM retains the right to conduct all activity and proceedings.</p> <p>Ultimate settlement activity and authority lies with ORM.</p>
What To Do In The Event of a Loss	<p>If you become aware of a claim, or if you become aware of an event that may become a claim, you must:</p> <ul style="list-style-type: none"> • Provide prompt written notice to the assigned counsel and ORM, giving all details including the specific act, error, or omission, the circumstances by which you first became

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	<p>aware of the act, error, or omission, and the names, addresses, and telephone numbers of all persons who may have knowledge or relevant information.</p> <ul style="list-style-type: none"> • Send a copy of the written notification letter and/or all other related correspondence to ORM. • In the event of an employment practices claim, it is recommended personnel outside the court, such as the county prosecutor or city law director, handle the investigation of employment practices matters asserted against the named self-insured. • Preserve all documents and other forms of evidence relating to the claim or event. • Promptly send the ORM all documents relating to the claims when requested by the ORM. • Cooperate with the ORM and the defense counsel. If we ask, you must assist in the investigation, defense, and settlement of a claim and enforcement of contribution or indemnification action against others. • Attend hearing and trials if requested by the ORM and/or assigned defense counsel. • Assist in securing, obtaining, and giving of evidence. • You must not, without the prior approval of the ORM make any offer of settlement or payment, admit liability, incur any expenses, or assume any obligation arising out of or in any way connected with a claim.
<p>No Action Against the ORM or First Named Self-Insured</p>	<p>The First Named Self-Insured and all Named Self-Insured Designees agree that they shall not file any claims or bring any legal actions against the Ohio Department of Administrative Services, General Services Division, Office of Risk Management for any cause relating to the administration of the Ohio Judges' Professional Liability Self-Insurance Program. All Named Self-Insured Designees agree that they shall not file any claims or bring any legal actions against the First Named Self-Insured.</p>
<p>Program Changes</p>	<p>The Office of Risk Management and the first named self-insured reserve the right to make changes to this document during at any time during the program term.</p>
<p>Termination of Coverage</p>	<p>The Office of Risk Management and the first named self-insured reserve the right to terminate coverage of any named self-insured because of adverse claim history.</p>

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