

Ohio Judges' Supplemental Insurance Policy for Judicial Discipline Claims

Ohio Bar Liability Insurance Company (the "Company") agrees with each "Insured" listed on the Schedule of Insureds incorporated herein and made a part of this Policy, in consideration of the payment of the premium on or before the premium due date, and subject to the Limits of Liability, Conditions, Exclusions, and other terms of the Policy:

I. Coverage

To pay on behalf of the "Insured," in response to a "Claim" first made against the "Insured" during the Policy Period and reported to the Company within the same Policy Period, reasonable "Attorney Fees" and "Associated Defense Costs" for legal services charged by a lawyer selected and assigned by the Company to defend the "Insured" against such "Claim." This supplemental coverage only applies to "Attorney Fees" and "Associated Defense Costs" which exceed the \$10,000 sublimit of coverage afforded by the Judicial Discipline section of the Ohio Judges' Professional Liability Self-Insurance Program as stated in the applicable Program Term.

II. Definitions

- A. "Attorney Fees" means the attorney fees paid to represent or defend an "Insured" and does not include salaries, compensation, overhead, or incidental expenses of employees.
- B. "Associated Defense Costs" means all related fees to represent an "Insured" and does not include salaries, compensation, overhead, or incidental expenses.
- C. "Claim" means all allegations against an "Insured" brought by the Ohio Disciplinary Counsel or similar committees of inquiry in disciplinary procedures based on allegations of professional misconduct as an active or sitting judge or justice. "Claims" is the plural of "Claim."
- D. "Insured" means the individual judge or justice listed in the Schedule of Insureds.
- E. "Program" means the Ohio Judges' Professional Liability Self-Insurance Program for the Program Term coinciding with the Policy Period of this Policy.

III. Policy Period

This Policy is effective from 12:01 a.m. July 1, _____ to 12:01 a.m. July 1, _____ the "Policy Period".

IV. Per Claim and Aggregate Limit of Liability for Each Insured:

\$20,000. This limit of liability is the limit of the Company's liability for all "Attorney Fees" and "Associated Defense Costs" arising out of any and all "Claims" first made and reported by the "Insured" to the Company during the Policy Period of this Policy.

V. Conditions and Exclusions

A. The Policy applies only to "Attorney Fees" and "Associated Defense Costs" incurred by the "Insured" in response to a "Claim," in excess of the \$10,000 sublimit afforded by the Judicial Discipline section of the "Program." This Policy is not intended to replace the \$10,000 sublimit provided by the "Program," but only to provide additional coverage for the "Insured" for disciplinary actions only.

B. The Policy does not apply to any obligation by the "Insured" to reimburse the State of Ohio Department of Administrative Services or any other governmental authority (hereinafter "DAS") for "Attorney Fees" and "Associated Defense Costs."

C. The Policy does not impose any obligation for reimbursement upon the "Insured" to the Company should a finding of misconduct or discipline be entered against the "Insured."

D. The Policy only applies to judicial discipline matters, and not to any other matter, including professional liability or employment practices liability claims, as so defined by the "Program."

E. The Policy does not apply to the defense of any "Claim" or allegation of misconduct under Canon 4 of the Ohio Judicial Code, regardless of the merit of such allegation.

F. The Policy does not apply to any "Claim" made against an "Insured" arising out of an alleged act, error or omission occurring prior to the Prior Acts date for such "Insured," as stated in the Schedule of Insureds.

G. The Company retains the sole right to select and assign defense counsel to defend the "Insured" in response to a "Claim" once this supplemental coverage is triggered (at the point associated attorney fees and "Associated Defense Costs" exceed \$10,000). The Company will reasonably endeavor to maintain counsel selected and appointed by DAS under the "Program."

H. This Policy does not apply to "Attorney Fees" or "Associated Defense Costs" incurred by the "Insured" for any counsel not approved in advance as defense counsel in writing by the Company.

I. This Policy does not apply to any "Claim" seeking an award of, order or judgment for money damages, including but not limited to restitution, fines, penalties, sanctions, punitive or exemplary damages, attorney fees, or costs.

VI. Notice of Claim

Within 30 days of the "Insured" becoming aware of any "Claim" that may potentially be covered hereby, written notice shall be given by or on behalf of the "Insured" to the Company, together with the fullest information obtainable. Failure to timely report a "Claim" to the Company shall not be relieved because the "Insured" believed that the "Claim" would not exceed the \$10,000 sublimit of the "Program."

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VII. Action or Suit Against Company

No suit or action shall lie against the Company unless, as a condition precedent thereto, the **"Insured"** shall have fully complied with all the terms of this Policy. Any suit or other action must be brought within one year of the event giving rise to such suit or action. The law of Ohio will apply to any such suit or action, including but not limited to any interpretation of coverage under the terms of the Policy.

No person or organization shall have any right under the Policy to join the Company as a party to any suit or action against the **"Insured"** to determine the **"Insured's"** liability, nor shall the Company be impleaded by the **"Insured"** or the **"Insured's"** legal representative. Bankruptcy or insolvency of the **"Insured"** or of the **"Insured's"** estate shall not relieve the Company of any of its obligations hereunder.

VIII. Assignment

The interest hereunder of any **"Insured"** is not assignable, including but not limited to breach of contract or bad faith actions or suits that may be brought against the Company. If the **"Insured"** shall die or be adjudged incompetent, this Policy shall cover the **"Insured's"** legal representative as the **"Insured"** with respect to liability previously incurred and covered by this Policy.

IX. Cancellation or Nonrenewal

A. CANCELLATION

Coverage under a Policy that is not renewal of coverage, in effect for 90 days or less, may be declared null and void by the Company immediately by written notice mailed to an **"Insured"** for the reasons listed in 2.a. or 2.b. below. The Company will return any paid premium to the cancelled **"Insured."**

Policies that are not renewals of coverage, in effect for 90 days or less, may be cancelled by written notice of cancellation mailed to the **"Insured"** at least 10 days before the effective date of cancellation for any one or more of the reasons listed in 2.c.- 2.g. below. The Company will refund any paid premium on a pro-rata basis. The entirety of the **"Insureds"** shown in the Schedule of Insureds may cancel this Policy by mailing or delivering to the Company advance written notice of the cancellation of the Policy.

With respect to a policy which has been in effect for more than 90 days, or that is a renewal of any policy the Company issued:

(1) The Company will not refund any paid premium for cancellations of an **"Insured's"** coverage under the Policy if the Policy is not entirely cancelled by all **"Insureds."**

(2) The Company may cancel this Policy, or coverage for an **"Insured,"** only for one or more of the following reasons, except as provided in paragraph 6 below:

- a. The **"Insured"** has failed to pay a premium when due;
- b. Discovery of fraud or material misrepresentation in the procurement of this insurance or with respect to any **"Claims"** submitted thereunder;
- c. Discovery of a moral hazard or willful or reckless acts or omissions on the part of the **"Insured"** that increase any hazard insured against (as an example, an **"Insured"** who has been suspended or disbarred from the practice of law in any jurisdiction);

d. The occurrence of a change in the individual risk which substantially increases any hazard insured against after the insurance coverage has been issued or renewed except to the extent the Company could reasonably have foreseen the change or contemplated the risk in writing the contract;

e. Loss of applicable reinsurance or a substantial decrease in applicable reinsurance, if the superintendent has determined that reasonable efforts have been made to prevent the loss of, or substantial decrease in, the applicable reinsurance, or to obtain replacement coverage;

f. Failure of an **"Insured"** to correct material violations of safety codes or to comply with reasonable written loss control recommendations;

g. A determination by the Superintendent of Insurance that the continuation of the Policy by the Company would create a condition that would be hazardous to the policyholders or the public.

(3) The Company will mail written notice of cancellation to the **"Insured,"** and agent if any, at the last mailing addresses known to the Company. Proof of mailing will be sufficient proof of notice.

(4) The Company will mail written notice of cancellation at least:

a. 10 Days before the effective date of cancellation, if the Company cancels for nonpayment of premium and the Policy has been in effect for more than 90 days or the Policy is a renewal of coverage; or

b. 30 Days before the effective date of cancellation, if the Company cancels for a reason stated in 2.b.-2.g. above, unless such cancellation is within 90 days or less of the effective date, and such Policy is not a renewal of coverage. In such event, notice that the Policy is null and void shall be effective immediately upon mailing for 2.a. or 2.b. above, and 10 days before the effective date of cancellation for 2.c.- 2.g. above.

(5) The notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date. The notice will also contain the date of the notice and the Policy number and will state the reason for cancellation.

(6) Policies written for a term of more than one year may be cancelled by the Company for any reason at an anniversary date, upon 30 days written notice of cancellation.

(7) If this Policy is cancelled, the Company will send the **"Insured"** any premium refund due. If the Company cancels, the refund will be pro-rata. If the **"Insureds"** cancel the Policy, the refund may be less than pro-rata. The cancellation will be effective even if the Company has not made or offered a refund.

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B. NONRENEWAL

(1) If the Company elects not to renew this Policy, the Company will mail written notice of nonrenewal to each **“Insured,”** and agent if any, at the last mailing addresses known to the Company. The notice will contain the date of the notice and the Policy number and will state the expiration date of the Policy.

(2) The Company will mail the notice of nonrenewal at least 30 days before the expiration date of the Policy.

(3) Proof of mailing will be sufficient proof of notice.

X. Entire Contract

By acceptance of this Policy, the **“Insured”** agrees that this Policy embodies all agreements existing between the **“Insured”** and the Company relating to this insurance.

XI. Special Statutes

Any and all provisions of this Policy which are in conflict with the statutes of the state wherein this Policy is issued are understood, declared and acknowledged by this Company to be amended to conform to such statutes.

In witness whereof, the Company designated on the Declarations page has caused this Policy to be signed by two duly authorized officers of the Company and countersigned on the Declaration page by a duly authorized representative of the Company.

What to do in case of a claim:

In the event any **“Insured”** directly or indirectly becomes involved in any situation which any **“Insured”** believes may result in a **“Claim”** against any **“Insured,”** that **“Insured”** should immediately report it to an OBLIC Claims representative.

All **“Claims”** must be reported in writing by mail, hand delivered to the Company, or by facsimile transmission the receipt of which is confirmed by the Company in writing. Telephone notice and/or electronic message (e-mail) is NOT sufficient to constitute notice under the Policy.

Telephone: 614.488.7924 or 1.800.227.4111
Fax: 614.488.7936

Mailing Address:
Ohio Bar Liability Insurance Company
1650 Lake Shore Drive
Post Office Box 2708
Columbus, Ohio 43216-2708

WARNING

Any person who, with intent to defraud or knowingly facilitating a fraud against an insurer, submits an application or files a **“Claim”** containing a false or deceptive statement, is guilty of insurance fraud.

