



# CAREERGUARD<sup>®</sup>

## FEDERAL EMPLOYEES PROFESSIONAL LIABILITY INSURANCE POLICY (CLAIMS-MADE AND REPORTED)

THIS COVERAGE FORM PROVIDES CLAIMS-MADE AND REPORTED COVERAGE. CLAIMS-MADE AND REPORTED COVERAGE REQUIRES THAT A "CIVIL CLAIM" OR "ADMINISTRATIVE CLAIM" BE FIRST MADE AGAINST THE INSURED AND REPORTED TO US DURING THE INSURED'S POLICY PERIOD OR ANY APPLICABLE DISCOVERY PERIOD.

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 "we", "us" and "our" refer to the company stated in the Declarations providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **VI**. Definitions.

In consideration of the payment of the premium, and in reliance upon statements made in the application and the material incorporated therein, and subject to the limits of insurance set forth in the Declarations, and subject to all of the provisions, terms, conditions and exclusions of this policy, we and the "insured" agree as follows:

### SECTION I. INSURING AGREEMENTS

#### A. Coverage A – Civil Claim Coverage

We will pay on the "insured's" behalf "damages" that the "insured" becomes legally obligated to pay and related "defense costs" as a result of a "civil claim" that is not defended by the Department of Justice or other source, provided the "civil claim" arises out of a "wrongful act" or "LEOSA H.R. 218 occurrence" committed or alleged to have been committed by the "insured".

However, the amount we will pay is limited as described in Section **II**. Defense, Settlements And Supplementary Payments and Section **IV**. Limits Of Insurance.

#### B. Coverage B – Administrative Claim Coverage

We will pay on the "insured's" behalf "defense costs" incurred as a result of an "administrative claim" that is not defended by the Department of Justice or other source, provided the "administrative claim" arises out of a "wrongful act" or "LEOSA H.R. 218 occurrence" committed or alleged to have been committed by the "insured".

However, the amount we will pay is limited as described in Section **II**. Defense, Settlements And Supplementary Payments and Section **IV**. Limits Of Insurance.

#### C. Coverage C – Monitoring Claim Coverage

At the written request of the "insured", we will provide "monitoring counsel" on the "insured's" behalf and pay the reasonable and necessary costs incurred by such "monitoring counsel", provided that the Department of Justice or other source is providing such "insured" with a defense for a "civil claim" and the "civil claim" arises out of a "wrongful act" or "LEOSA H.R. 218 occurrence" committed or alleged to have been committed by the "insured".

However, our duty to provide "monitoring counsel" under **Coverage C** ends when we have used up the applicable limit as described in Section **IV**. Limits Of Insurance.

#### D. Coverage D – Death Benefit Claim Coverage

We will pay a covered "death benefit claim" to the "beneficiary" of the "insured" in the event that the "insured" dies during the "insured's policy period" as the result of a sudden accident that happens while the "insured" is engaged in activities that are within the course and scope of the "insured's" employment and while the "insured" is acting on behalf of the federal government, provided:

1. The sudden accident that results in death of the "insured" occurs:
  - a. On or after the Retroactive Date shown in the "member certificate"; or
  - b. Within one year prior to the date of the "insured's" death;
 whichever is later.
2. The death is reported to us in accordance with Condition **H. Duties In The Event Of A Wrongful Act, LEOSA H.R. 218 Occurrence Or Claim**.

However, the amount we will pay for a "death benefit claim" is limited as described in Section **IV. Limits Of Insurance**.

**E.** With respect to **Coverage A, Coverage B** and **Coverage C**, this insurance applies only if:

1. The actual or alleged "wrongful act" or "LEOSA H.R. 218 occurrence" takes place on or after the Retroactive Date shown in the "member certificate" and before the end of the "insured's policy period", and is reported to us in accordance with Condition **H. Duties In The Event Of A Wrongful Act, LEOSA H.R. 218 Occurrence Or Claim**, provided that, prior to the "insured's policy period", the "insured":
  - a. Did not have knowledge of the "wrongful act" or "LEOSA H.R. 218 occurrence"; or
  - b. Could not have reasonably foreseen that the "wrongful act" or "LEOSA H.R. 218 occurrence" was likely to lead to a "civil claim" or "administrative claim";
2. The "civil claim" or "administrative claim" that results from the actual or alleged "wrongful act" or "LEOSA H.R. 218 occurrence" is first made against the "insured" during the "insured's policy period" or Discovery Period and reported to us in accordance with Condition **H. Duties In The Event Of A Wrongful Act, LEOSA H.R. 218 Occurrence Or Claim**:
  - a. During the "insured's policy period" or Discovery Period, if applicable; or
  - b. Within 90 days after the end of the "insured's policy period" if the "civil claim" or "administrative claim" is first made against the "insured" during the "insured's policy period"; and
3. The "insured" did not give notice of the "civil claim" or "administrative claim" to any prior carrier or to us under any prior insurance issued by us to the "insured".

All "civil claims" or "administrative claims" arising out of, based upon or attributable to the same, or essentially the same facts or actual or alleged "wrongful acts" or "LEOSA H.R. 218 occurrence" will be considered a single "civil claim" or "administrative claim" and will be deemed to have occurred at the time the first "civil claim" or "administrative claim" is reported to us or any other insurer.

## **SECTION II. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS – COVERAGE A AND COVERAGE B**

- A.** We have the right to select counsel and the right and duty to defend any "civil claim" or "administrative claim" to which this insurance applies, even if any of the allegations in such "civil claim" or "administrative claim" are groundless, false or fraudulent. However, we will have no duty to defend the "insured" against, any "civil claim" or "administrative claim" to which this insurance does not apply. We may, at our discretion, investigate any actual or alleged "wrongful act" or "LEOSA H.R. 218 occurrence" and settle any "civil claim" that may result. But:
1. The amount we will pay is limited as described in Paragraph **3.** below and in Section **IV. Limits Of Insurance**;
  2. Our duty to defend is subject to Condition **I. Other Insurance**; and
  3. Our right and duty to defend ends:
    - a. Under **Coverage A** when we have used up the applicable limit of insurance in the payments of "damages" and "defense costs"; and
    - b. Under **Coverage B** when we have used up the applicable limit of insurance in payments of "defense costs".
- B.** With respect to any "civil claim" or "administrative claim" we investigate, defend or settle, we will pay:
1. The cost of an attachment or a supersedeas bond, but only for bond amounts within the applicable limit of insurance. However, we do not have to furnish these bonds;
  2. All court costs taxed against the "insured" in a "civil claim" or "administrative claim";

3. All actual loss of wages (but not loss of other income) incurred by the "insured", up to a maximum of \$500 a day, to attend a hearing or trial, but only if such attendance is requested by us and such wages are not otherwise indemnified by the Department of Justice or other source; and
4. "First aid" expense.

None of these payments will reduce the applicable limits of insurance.

**C. The "insured" must:**

1. Request that the Department of Justice or other source exercise its legal authority to represent and defend the "insured" in action against him or her; and
2. Demand that the United States Federal Government indemnify the "insured" as a federal employee acting within the course and scope of his or her federal employment.

**Coverage A and Coverage B** are available only when:

- a. The "insured" submits to us a copy of the written request and demand described in Paragraphs 1. and 2. above; and
- b. The "insured" otherwise qualifies for coverage under this policy.

### **SECTION III. EXCLUSIONS**

This policy does not apply to:

**A. Aircraft, Auto Or Watercraft**

Any "claim" for "bodily injury" or "property damage" arising out of, based upon or attributable to the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft. Use includes operation and "loading or unloading".

This exclusion applies even if the "civil claim" or "administrative claim" against any "insured" alleges negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "wrongful act" which caused the "damages" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

**B. Asbestos**

"Damages" or "defense costs" arising out of, based upon or attributable to "asbestos".

**C. Bodily Injury, Personal Injury And Property Damage**

Any "bodily injury", "personal injury" and "property damage".

**D. Collective Bargaining/ERISA**

"Damages" or "defense costs" arising out of, based upon or attributable to any responsibilities, obligations, or duties imposed against any "insured" by the Employee Retirement Income Security Act of 1974, the Fair Labor Standards Act (except the Equal Pay Act), the National Labor Relations Act, the Worker Adjustment and Retraining Notification Act, the Consolidated Omnibus Budget Reconciliation Act, and the Occupational Safety and Health Act, or any rules or regulations of the foregoing promulgated there under, and amendments thereto or any similar provisions of any federal, state, local or foreign statutory law or common law.

**E. Contractual Liability**

"Damages" arising out of, based upon or attributable to any actual or alleged contractual liability of the "insured" under any express contract or agreement; provided, however, that this exclusion shall not apply to any liability the "insured" would have in the absence of such express contract or agreement.

**F. Fraudulent Act**

"Damages" arising out of, based upon or attributable to:

1. Any willful violation of a penal statute or ordinance;
2. Any criminal or fraudulent act; or
3. Gaining of any profit, remuneration or advantage to which such "insured" was not legally entitled.

However, we will defend any "administrative claim" or "civil claim" alleging any of the foregoing conduct until there is a final adjudication, adverse admission or finding of fact against such "insured" as to such conduct.

We shall not cover any "civil claim" if such "insured" pleads *nolo contendere* or no contest to a "criminal proceeding" against such "insured" arising out of the same, or essentially the same, material facts as such "civil claim".

No fact pertaining to or knowledge possessed by any "insured" shall be imputed to any other "insured" for the purpose of applying this exclusion.

#### **G. Intentional Acts**

"Damages" arising out of, based upon or attributable to any intentional act of the "insured".

However, we will defend any "administrative claim" or "civil claim" alleging that the act was intentionally committed until there is a final adjudication, adverse admission or finding of fact against such "insured" as to such conduct.

We shall not cover any "civil claim" if such "insured" pleads *nolo contendere* or no contest to a "criminal proceeding" against such "insured" arising out of the same, or essentially the same, material facts as such "civil claim".

No fact pertaining to or knowledge possessed by any "insured" shall be imputed to any other "insured" for the purpose of applying this exclusion.

#### **H. Medical Services**

Any "claim" for "bodily injury" or "property damage" arising out of, based upon or attributable to the actual or alleged providing of or failure to provide healthcare, medical care or treatment to any individual, including but not limited to any of the following: medical, surgical, psychiatric, mental health, chiropractic, osteopathic, nursing, or other professional healthcare, including the furnishing or dispensing of medications, drugs, blood, or blood products; medical, surgical, dental or psychiatric supplies or equipment; or the administration or management of healthcare or any healthcare plan.

#### **I. Off Duty Actions**

"Damages" arising out of, based upon or attributable to any actions of the "insured" while the "insured" is not in the course of employment. However, this exclusion does not apply to a "LEOSA H.R. 218 occurrence".

#### **J. Pending Or Prior Litigation**

"Damages" or "defense costs" arising out of, based upon or attributable to any pending or prior:

- a. Litigation; or
- b. State, local or federal proceeding or formal investigation of an "insured's" actual or alleged "wrongful act" or "LEOSA H.R. 218 occurrence",

of which an "insured" had notice, prior to the "insured's policy period", or alleging or derived from the same or essentially the same facts as alleged in such pending or prior litigation of any state, local or federal proceeding or formal investigation.

#### **K. Performance Proceedings**

"Damages" arising out of, based upon or attributable to any "performance proceeding".

#### **L. Personal Gain**

"Damages" arising out of, based upon or attributable to the use of the "insured's" position as a federal employee for personal gain or advantage.

#### **M. Pollution**

"Damages" or "defense costs" arising out of, based upon or attributable to "pollutants".

#### **N. Unlawful Or Prohibited Acts**

Any "claim" whereby the "insured":

1. Committed an unlawful act as defined by any federal or state law;
2. Committed an unjustified act as defined by "LEOSA H.R. 218";
3. Is the subject of any disciplinary action by the agency which could result in the suspension or loss of police powers;

4. Is under the influence of alcohol or another intoxicating or hallucinatory drug or substance, as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802);
5. Is prohibited by federal law from receiving a "firearm" because of a conviction of misdemeanor domestic violence;
6. Is a convicted felon, unlawful alien or fugitive from justice;
7. Is a former U.S. citizen who renounced citizenship;
8. Is pending indictment for a crime with a maximum penalty of imprisonment for a term exceeding 1 year;
9. Is within a government facility or land in violation of state law or Gun Control Act of 1968 (GCA) § 930;
10. Uses a machine gun as defined by the National Firearms Act (NFA), § 5845;
11. Uses a "firearm" equipped with a muffler or silencer or any destructive device defined under the GCA, § 921;
12. Is not a "qualified law enforcement officer"; or
13. Is in possession of, or uses, ammunition excluded by "LEOSA H.R. 218".

However, with respect to the conduct described in Paragraphs 1. through 4. above, we will defend any "administrative claim" or "civil claim" alleging such conduct until there is a final adjudication, adverse admission or finding of fact against such "insured" as to such conduct.

We shall not cover any "civil claim" if such "insured" pleads *nolo contendere* or no contest to a "criminal proceeding" against such "insured" arising out of the same, or essentially the same, material facts as such "civil claim".

No fact pertaining to or knowledge possessed by any "insured" shall be imputed to any other "insured" for the purpose of applying this exclusion.

#### **O. Workers' Compensation**

"Damages" or "defense costs" arising out of, based upon or attributable to any responsibilities, obligations, or duties imposed against any party by any workers' compensation, unemployment compensation, disability benefits law, or other similar statutory law or common law.

### **SECTION IV. LIMITS OF INSURANCE**

The Limits Of Insurance shown in the "member certificate" apply separately to each "member certificate" purchased under the master policy.

#### **A. Coverage A**

1. The Civil Claims (Coverage A) Damages Limit Of Insurance shown in the "member certificate" is the most we will pay under **Coverage A** for all "damages" arising out of all "civil claims" first made against the "insured" during the "insured's policy period" or the Discovery Period, if applicable. This limit does not include payments for "defense costs".
2. The Civil Claims (Coverage A) Defense Costs Limit Of Insurance shown in the "member certificate" is the most we will pay under **Coverage A** for all "defense costs" arising out of all "civil claims" first made against the "insured" during the "insured's policy period" or the Discovery Period, if applicable. This limit is separate from, and not part of, the Civil Claims (Coverage A) Damages Limit Of Insurance.

#### **B. Coverage B**

The Administrative Claims (Coverage B) Limit Of Insurance shown in the "member certificate" is the most we will pay under **Coverage B** for all "defense costs" arising out of all "administrative claims" first made against the "insured" during the "insured's policy period" or the Discovery Period, if applicable.

#### **C. Coverage C**

The Monitoring Claims (Coverage C) Limit Of Insurance shown in the "member certificate" is the most we will pay under **Coverage C** for all costs incurred by the "monitoring counsel" provided by us on behalf of the "insured" to monitor the defense of a "civil claim" first made against the "insured" during the "insured's policy period" or the Discovery Period, if applicable.

#### **D. Coverage D**

The Death Benefit Claims (Coverage D) Limit Of Insurance shown in the "member certificate" is the most we will pay under **Coverage D** to the "beneficiary" of the "insured" during the "insured's policy period" or the Discovery Period, if applicable.

- E. With regard to **Coverages A, B, C, and D**, the limit of insurance for any "claim" reported to us, in accordance with Condition H. Duties In The Event Of A Wrongful Act, LEOSA H.R. 218 Occurrence Or Claim, during the Discovery Period shall be part of, and not in addition to, the limit of insurance for the "insured's policy period".

## **SECTION V. CONDITIONS**

### **A. Action Against Us**

No action will lie against us with respect to any "claim" unless, as a condition precedent thereto, the "insured" will have fully complied with all the terms of this policy, nor until the amount of the "insured's" obligation to pay an amount of "damages" will have been finally determined either by judgment against the "insured" after an actual adversarial trial on the merits or by written agreement between the "insured", the claimant and us. Any person or organization or the legal representative thereof who has secured such judgment or written agreement will thereafter be entitled to recover under this policy to the extent of insurance afforded by this policy. Nothing contained in this policy will give any person or organization any right to join us as co-defendant in any action against the "insured" to determine the "insured's" liability.

### **B. Bankruptcy And Insolvency**

Bankruptcy or insolvency of the "insured" will not relieve us of our obligations under this policy, nor will it increase or change our obligations under this policy.

### **C. Cancellation**

1. The "master policy holder" may cancel this policy by mailing or delivering to us written notice of cancellation stating when thereafter the cancellation will be effective.
2. The "master policy holder" or "insured" may cancel the "insured's" "member certificate" by mailing or delivering to us written notice of cancellation.
3. We may cancel the policy by mailing or delivering to the "master policy holder" at the address shown in the Declarations written notice at least:
  - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. 60 days before the effective date of cancellation if we cancel for any other reason, unless a longer notice period is required by law.

The effective date of cancellation will become the end of the policy period.

4. We may cancel an "insured's" "member certificate" by mailing or delivering to the "insured" at the address shown in the "member certificate" written notice at least 60 days before the effective date of cancellation, unless a longer notice period is required by law.

The effective date of cancellation will become the end of the "insured's policy period".

5. Cancellation of the policy by us or by the "master policy holder" will not cut short the "insured's policy period" as to which premium was paid and accepted by us before the effective date of the policy cancellation. Each "member certificate" will remain in effect, subject to all of the terms and conditions of this policy, until the end of the "insured's policy period", but in no case for a period longer than 12 months.
6. If the "master policy holder" cancels the policy, the earned premium will be a pro-rata portion of the premium paid.
7. If the "insured" cancels a "member certificate", the earned premium will be:
  - a. A pro-rated portion of the premium paid if the "insured" retires or leaves federal service, or in case of the "insured's" death; or
  - b. 100% of the premium paid if the "insured" cancels for any other reason.
8. If we cancel for:
  - a. Non-payment of premium, the earned premium will be 100% of the premium paid; or
  - b. Any reason other than non-payment of premium, the earned premium will be computed prorata.

9. The mailing of notice will be sufficient proof of notice. Cancellation will be effective even if we have not made or offered refund.

#### **D. Changes**

This policy, including the Declarations and any schedules and endorsements attached thereto, contains all agreements between us and the "insured" concerning this insurance. This policy's terms, conditions and exclusions can be amended or waived only by an endorsement issued by us and made a part of this policy.

#### **E. Coverage Territory**

This insurance applies to any "wrongful act" or "LEOSA H.R. 218 occurrence" that takes place or was alleged to take place anywhere in the world. However, this policy only applies to any "civil claim" that is made in the United States of America, including its territories and possessions.

#### **F. Discovery Period**

If an "insured" retires or leaves federal service, or if we refuse to renew this policy or a "member certificate", the "insured" will have the right to a period of 3 years following the effective date of such retirement or nonrenewal (herein referred to as the Discovery Period) in which to give us written notice of "claims" first made against an "insured" during such applicable Discovery Period for any actual or alleged "wrongful act" or "LEOSA H.R. 218 occurrence" that takes place on or after the Retroactive Date shown in the "member certificate" but before the end of the "insured's policy period" and is otherwise covered by this policy.

However, under no circumstances will the Discovery Period apply if we cancel this policy for any reason.

An "insured's" retirement or departure from federal service must be reported to us by the "insured" in writing by the end of the "insured's policy period" for this Discovery Period to apply.

#### **G. Economic Or Trade Sanctions**

If coverage for a "claim" under this policy is in violation of any United States of America economic or trade sanction, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC), then coverage for that "claim" will be deemed null and void.

#### **H. Duties In The Event Of A Wrongful Act, LEOSA H.R. 218 Occurrence Or Claim**

1. The "insured" must notify us as soon as practicable of a "wrongful act" or "LEOSA H.R. 218 occurrence" which may result in a "civil claim" or "administrative claim". To the extent possible, notice should include:
  - a. How, when and where the "wrongful act" or "LEOSA H.R. 218 occurrence" took place; and
  - b. The names and addresses of all involved persons and witnesses.
2. If, during the "insured's policy period", an "insured" becomes aware of any circumstances which may reasonably be expected to give rise to a "civil claim" or "administrative claim", then written notice shall be given to us describing the circumstances and the reasons for anticipating such a "civil claim" or "administrative claim", with full particulars as to dates, persons and entities involved.

Any "civil claim" or "administrative claim" which is subsequently made against an "insured" and reported to us in writing that alleges, arises out of, is based upon or is attributable to such circumstances, will be considered made at the time such notice of such circumstances was given.

This Paragraph 2. includes, but is not limited to, receipt by the "insured" of a written or oral notice from any party that it is the intention of that party to hold the "insured" liable for any actual or alleged "wrongful act" or "LEOSA H.R. 218 occurrence".

3. With respect to Paragraphs 1. and 2. above, failure to give notice to us of a "wrongful act", "LEOSA H.R. 218 occurrence" or circumstance which may reasonably be likely to give rise to a "civil claim" or "administrative claim" will not invalidate any "civil claim" or "administrative claim" unless the failure to provide such timely notice has prejudiced us.
4. The "insured" must give us or our authorized representative written notice of any actual "civil claim" or "administrative claim" made against an "insured" as soon as practicable, but in no event later than 90 days after the expiration of the "insured's policy period" or the end of the Discovery Period, if applicable.
5. If written notice of a "civil claim" or "administrative claim" has been given to us pursuant to Paragraph 3. above, then any "civil claim" or "administrative claim" subsequently made against an "insured" and reported to us alleging, arising out of, based upon or attributable to the facts alleged in the "civil claim" or "administrative claim"

for which such notice has been given, or alleging any "wrongful act" or "LEOSA H.R. 218 occurrence" alleged in the "civil claim" or "administrative claim" of which such notice has been given, shall be considered made at the time such notice was given.

6. With respect to **Coverage D**, notice must be provided to us or our authorized representative written notice of the death of the "insured" as soon as practicable, but in no event more than one year from the date of the "insured's" death. Such notice must include a certified copy of the death certificate.
7. No "insured" will, except at that "insured's" own cost, voluntarily make any payment, assume any obligation, or incur any expense, other than for "first aid", without our consent.

#### **I. Other Insurance**

1. With regard to **Coverage A** and **Coverage B**, this insurance is excess over:
  - a. Any other valid and collectible insurance, whether such other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless such other insurance is written only as specific excess insurance over the limits of insurance provided by this policy; or
  - b. A "claim" that is defended or indemnified by the Department of Justice or other source.
2. With regard to **Coverage C** and **Coverage D**, the insurance provided by this policy shall be primary.

#### **J. Premium**

The "master policy holder" is responsible for the payment of all premiums. All other "insureds" are contingently liable for the payment of premium if the "master policy holder" fails to do so. The premium for this policy is a flat premium, 100% fully earned and not subject to adjustment unless we cancel for reasons other than non-payment of premium, as stated in Condition **C**. Cancellation.

#### **K. Transfer Of Rights And Duties**

No rights or duties of any "insured" under this policy may be transferred without our written consent, except in the case of death of an individual "insured".

If an individual "insured" dies, such "insured's" rights and duties will be transferred to his or her legal representative, but only while acting within the scope of the "insured's" legal representative. Until such "insured's" legal representative is appointed, anyone having proper temporary custody of such "insured's" property will have such "insured's" rights, but only with respect to that property.

#### **L. Transfer Of Rights Of Recovery Against Others To Us**

If the "insured" has rights to recover all or part of any payment we have made under this Coverage Form, including but not limited to rights of recovery for indemnification by the Department of Justice, those rights are transferred to us. The "insured" will execute all papers required and will do everything necessary to secure and preserve such rights, including the execution of such documents necessary to enable us effectively to bring suit or otherwise pursue subrogation rights in the name of the "insured". Such rights include but are not limited to any action against the Department of Justice for failure to pay any indemnity due and owing to any "insured" by the Department of Justice.

We will be accorded priority over the "insured" as to any funds recovered.

### **SECTION VI. DEFINITIONS**

- A. "Administrative claim" means a "disciplinary proceeding", a "judicial sanction", or a "criminal proceeding" against the "insured", including a "disciplinary proceeding" or formal investigation regarding the "insured's" actual or alleged "wrongful act" or "LEOSA H.R. 218 occurrence", and which is commenced by:
  1. Service of a complaint or similar pleading;
  2. Return of an indictment (in the case of a "criminal proceeding");
  3. Receipt or filing of an oral or written notice of charges or allegations of misconduct; or
  4. Similar document of which notice has been given to the "insured".

However, under no circumstances shall the term "administrative claim" include any labor or grievance proceeding brought by a union.

- B. "Asbestos" means asbestos products, asbestos fibers, asbestos dust, asbestiform talc and any material and/or substance containing asbestos, asbestos fibers, asbestos dust and/or asbestiform talc in any form.

**C.** "Auto" means:

1. A land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any attached machinery or equipment;
2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
3. Self-propelled vehicles with the following types of permanently attached equipment:
  - a. Snow removal;
  - b. Road maintenance (other than construction or resurfacing equipment);
  - c. Street cleaning; and
  - d. Cherry picker and other similar devices mounted on an automobile or truck chassis and used to raise or lower workers.

**D.** "Beneficiary" means the person named as the death benefits recipient on each "insured's" application for coverage for this policy.

**E.** "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

**F.** "Civil claim" means:

1. A written demand against the "insured" for monetary or non-monetary relief; or
2. A civil or arbitration proceeding against the "insured" for monetary or non-monetary relief which is commenced by service of a complaint or similar pleading,

resulting from an actual or alleged violation of a claimant's constitutional rights.

However, under no circumstances shall the term "civil claim" include any labor or grievance proceeding brought by a union.

**G.** "Claim" means:

1. An "administrative claim";
2. A "civil claim"; or
3. A "death benefit claim".

**H.** "Crime of violence" means:

1. An offense or violation that has an element of use, attempted use, or threatened use of physical force against any person or property of another; or
2. Any other felony offense and that, by its nature, involves a substantial risk that physical force against any person or property of another may be used in the course of committing the offense.

**I.** "Criminal proceeding" means any federal or state proceedings, including investigations, before any entity or entities established by constitutional provision, statute, regulation or court rules, to investigate, review or prosecute charges of criminal misconduct.

**J.** "Damages" means judgments, including pre- and post-judgment interest on a covered judgment. However, "damages" shall not include:

1. "Defense costs";
2. Civil or criminal fines or penalties imposed by law;
3. Punitive or exemplary damages;
4. The multiplied portion of multiplied damages;
5. Taxes;
6. Any amount for which an "insured" is not financially liable or which the "insured" has legal recourse; or
7. Matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.

- K.** "Death benefit claim" means a written demand for monetary relief made by the "insured" "beneficiary".
- L.** "Defense costs" means reasonable and necessary fees, costs and expenses consented to by us (other than the cost of an attachment or supersedeas bond) resulting solely from the investigation, adjustment and defense of an "administrative claim" or "civil claim" against an "insured", but excluding salaries and benefits of any "insured".
- "Defense costs" also include an appeal of an "administrative claim" or "civil claim", but only until the final decision of the Merit Systems Protection Board (MSPB) is made.
- M.** "Disciplinary proceeding" means any proceedings, including formal investigations and "security clearance proceedings", before any entity or entities established by constitutional provision, statute, regulation, or court rules, to investigate, review or impose sanctions for charges of "wrongful acts" or "LEOSA H.R. 218 occurrence". However, "disciplinary proceedings" does not include:
1. "Performance proceedings";
  2. A "physical or medical qualification determination";
  3. A "suitability proceeding";
  4. Any action taken at the discretion of management, including but not limited to, reassignments or reductions in force that result in the downgrade, demotion, loss of pay or loss of employment due to budgetary or other non-disciplinary reasons;
  5. Any court, Office of Special Counsel, or United States Equal Employment Opportunity Commission (EEOC) proceeding commenced by, or on behalf of, an "insured"; or
  6. Any appeal after a final decision by the Merit Systems Protection Board (MSPB).
- N.** "Firearm" means a rifle, pistol, or other portable gun or weapon and includes lawful ammunition for such "firearm".
- "Firearm" does not include any:
1. Machinegun (as defined in section 5845 of the National Firearms Act);
  2. Firearm silencer (as defined under the GCA, § 921); or
  3. Destructive device (as defined under the GCA, § 921).
- O.** "First aid" means immediate and temporary treatment of a sudden injury or illness rendered before "professional medical care" is available.
- P.** "Insured" means:
1. With regard to **Coverage A, Coverage B** and **Coverage C**, an individual who, on the date that the "civil claim" or "administrative claim" to which this insurance applies occurs:
    - a. Was a permanent full-time or part-time non-military employee of the United States Federal Government; and
    - b. Has been issued a "member certificate" by us confirming that he or she has been added as an insured onto this policy.
  2. With regard to **Coverage D**, an individual who, on the date that the sudden accident which gives rise to "death benefit claim" to which this insurance applies occurs:
    - a. Was a permanent full-time or part-time employee of the United States Federal Government; and
    - b. Has been issued a "member certificate" by us confirming that he or she has been added as an insured onto this policy.
- "Insured" does not include an independent contractor.
- Q.** "Insured's policy period" means the period of time from the effective date shown in the "insured's" "member certificate" to the earlier of the expiration date shown in the "insured's" "member certificate" or the effective date of cancellation of the "insured's" "member certificate".
- R.** "Judicial sanction" means any monetary or non-monetary penalty imposed by any adjudicatory body as a result of any act, error or omission in rendering professional services.
- S.** "Legal and justified act" means reasonable action with respect to "LEOSA H.R. 218", including the use of force, while:
1. Acting in accordance with applicable Good Samaritan and similar laws;

2. Voluntarily attempting to assist local, state, or federal law enforcement agents, officers, or agencies;
  3. Protecting:
    - a. Him or herself or his or her spouse or dependents; or
    - b. An individual in his or her presence;
 

from a "crime of violence";
  4. Providing immediate assistance to any individual who has suffered or is threatened with bodily harm; or
  5. Preventing the escape of any individual who the "insured" reasonably believed to have committed a "crime of violence in the "insured's" presence.
- T.** "LEOSA H.R. 218" means the Law Enforcement Officers Safety Act of 2004 and all of its amendments, codified as Title 18 U.S.C. § 926B, including the National Defense Authorization Act (NDAA) For Fiscal Year 2013.
- U.** "LEOSA H.R. 218 occurrence" means any "legal and justified act" directly related to the carrying of a concealed "firearm" that is committed by an "insured" who, at the time of the "LEOSA H.R. 218 occurrence", is:
1. A "qualified law enforcement officer" and was acting in his or her capacity as such as a private person; and
  2. Entitled to the protections within "LEOSA H.R. 218".
- V.** "Loading or unloading" means the handling of property:
1. After it is moved from the place where it is accepted for movement into or onto an aircraft, "auto" or watercraft;
  2. While it is in or on an aircraft, "auto" or watercraft; or
  3. While it is being moved from an aircraft, "auto" or watercraft to the place where it is finally delivered.
- However, "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to an "auto".
- W.** "Master policy holder" means the entity designated as such in the Declarations.
- X.** "Member certificate" means a certificate of insurance issued to an "insured" by us or our agent granting coverage under this policy.
- Y.** "Monitoring counsel" means an attorney selected by us to monitor the defense being provided to the "insured" by the Department of Justice or other source.
- Z.** "Performance proceeding" means a process by which an "insured" is evaluated, measured, rated, demoted or dismissed, either individually or as part of a group, as part of the organizational effectiveness in the accomplishment of agency missions and goals as specified under any provision of federal law, rule or regulation.
- AA.** "Personal injury" means injury, other than "bodily injury", arising out of one or more of the following offenses:
1. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
  2. Oral or written publication, in any manner, of material that violates a person's right of privacy.
- BB.** "Physical or medical qualification determination" means an investigation and/or determination based, wholly or in part, on the review of medical documentation and the results of medical examinations and evaluations conducted to determine physical or mental fitness for a federal position, as specified under any provision of federal law, rule or regulation.
- CC.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- DD.** "Professional medical care" means services rendered by a person(s) engaged in the livelihood of exercising skill, judgment, or providing a service related to the:
1. Preservation or improvement of the health of an individual; or
  2. Treatment or care of individuals who are injured, sick, disabled, or infirm.
- EE.** "Property damage" means physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it.

**FF.** "Qualified law enforcement officer" means an active law enforcement officer employed by an agency of the United States Federal Government as defined by "LEOSA H.R. 218" who:

1. Is carrying photographic identification, as required by "LEOSA H.R. 218", issued by the governmental agency for which the individual is employed that identifies the employee as a police officer or law enforcement officer of the agency;
2. Is authorized by law to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law, and has statutory powers of arrest or apprehension. This includes a law enforcement officer of the Amtrak Police Department, a law enforcement officer of the United States Federal Reserve, or a law enforcement or police officer of the executive branch of the United States Federal Government;
3. Is authorized by the agency to carry a "firearm";
4. Is not the subject of any disciplinary action by the agency which could result in suspension or loss of police powers;
5. Meets standards, if any, established by the agency which requires the employee to regularly qualify in the use of a "firearm";
6. Is not under the influence of alcohol or another intoxicating or hallucinatory drug or substance; and
7. Is not prohibited by Federal law from receiving a "firearm".

"Qualified law enforcement officer" does not include an independent contractor.

**GG.** "Security clearance proceeding" means an investigation, determination, appraisal or process involving an "insured" ability to achieve required governmental approval or access to classified information, including but not limited to Executive Order 12968 of August 2, 1995 and its successors.

**HH.** "Suitability proceeding" means an investigation, determination, appraisal or process involving a determination of suitability for employment, as specified under any provision of federal law, rule or regulation.

**II.** "Wrongful act" means any act, error or omission committed by an "insured" while the "insured" is:

1. In the course of the "insured" employment; or
2. Acting on behalf of the federal government.