




# State of Ohio Administrative Policy

## Judges' Professional Liability Program

**No: ORM-04**  
Office of Risk Management

**Effective:**  
March 26, 2025

**Issued By:**  
  
Kathleen C. Madden, Director

### I. Purpose

Pursuant to Sections 9.82 to 9.83 of the Ohio Revised Code (ORC), the Department of Administrative Services (DAS), Legal Services Division, Office of Risk Management (ORM), administers the Judges' Professional Liability Self-Insurance Program (Program) for the State of Ohio. The purpose of this policy is to establish guidelines and procedures for self-insurance coverage for judges in the State of Ohio. This policy does not constitute a policy of insurance. The first occurrence of a defined term in the policy is in bold, italic type, and is hyperlinked to the definition in Section IV.

### II. Scope

The Program applies to the ***First Named Self-Insured*** and ***Named Designees*** and covers ***Claims, Judgments***, settlements, and legal defense costs arising from the actions or omissions of Named Designees.

### III. Policy

#### A. Terms & Conditions

1. Subject to the terms and conditions of the Program, ORM will pay all ***Damages*** and ***Claims Expenses***, up to the policy limit of \$100,000 per Claim, arising out of a properly reported ***Employment Practices Liability (EPLI) Claim*** against a Named Designee in their individual capacity while performing ***Judicial Services***.
2. Subject to the terms and conditions of the Program, ORM will pay Claims Expenses up to the policy limit of \$10,000 per Claim, arising out of a properly reported ***Judicial Discipline Claim*** against a Named Designee. If a finding of misconduct or consent to discipline is entered, ORM will submit a request for reimbursement of Claims

Expenses to the Named Designee and the Named Designee will reimburse ORM for all Claims Expenses paid in connection with the Claim within 30 calendar days.

3. Subject to the terms and conditions of the Program, ORM will pay all Damages and Claims Expenses, up to the policy limit of \$250,000 per Claim and \$500,000 program term aggregate per Named Designee, arising out of a properly reported **Professional Liability Claim** against a Named Designee in their individual capacity while performing Judicial Services.
  4. No deductible applies.
  5. For each Claim, the applicable policy limit is the maximum amount the Program will pay for a combined total of all Damages and Claims Expenses arising out of the same Claim. When the total of Damages and Claims Expenses paid by the Program reaches the policy limit, the Program has no further obligation to cover any costs associated with the Named Designee in connection with the Claim(s).
  6. If a Named Designee has other insurance against a loss covered by this Program, the Program shall be in excess to the other insurance, even if the other insurance is stated to be primary, contributory, excess, contingent or otherwise, unless the other insurance policy is specifically written as excess coverage over this Program.
  7. Two or more Claims that arise out of a single act, error, or omission, or series of related acts, errors, or omissions, will be treated as a single Claim. All such Claims will be considered first made on the date on which the earliest Claim was first made, and all such Claims are subject to the same policy limit. The inclusion of more than one Named Designee in any Claim or related Claims does not increase the policy limit.
  8. DAS will select competent legal counsel to represent the Named Designee if coverage is provided. A Named Designee may request approval from ORM to be represented by the designated legal counsel for the jurisdiction of the Named Designee (i.e., city attorney, county prosecutor). If ORM approves the request, coverage will be provided under the Program and the designated legal counsel must follow the terms of the Program.
  9. ORM reserves the right to deny or terminate coverage of any Named Designee for any reason, including, but not limited to, adverse claim history.
  10. ORM must be included in any settlement discussions. Ultimate settlement authority lies with ORM.
  11. The First Named Self-Insured and any Named Designee will not file any claims or bring any legal actions against DAS, ORM, or the First Named Self-Insured for any cause relating to the administration of the Program.
  12. A premium, which may periodically change, will be collected from the First Named Self-Insured to cover Claim payments and the cost of administration. Annual premiums will be actuarially determined.
- B. **Exclusions:** The following Claims are excluded from coverage by the Program if, upon review of the Claim and related evidence upon filing or during the pendency of the Claim, ORM determines the exclusion applies.
1. Any Claim against a Named Designee in their official capacity.

2. Any Claim based on or arising out of any bodily injury, sickness, disease, death, assault, or battery to any person, including mental injury, mental anguish, or emotional distress relating to such bodily injury, sickness, disease, death, assault, or battery.
3. Any Claim arising out of damage or destruction of any property, including the loss of use of such property.
4. Any Claim arising out of conduct that is not related to the performance of Judicial Services.
5. Any Claim arising out of the Named Designee's criminal, dishonest, intentional, malicious, fraudulent, reckless, or deliberate act(s), error(s), or omission(s).
6. Any Claim that seeks equitable or extraordinary relief (e.g., declaratory judgment, injunction, specific performance) that does not include a demand for monetary damages resulting from an alleged act or omission of a Named Insured acting in their individual capacity while performing Judicial Services.
7. Any Claim for the issuance of a writ, including mandamus, prohibition, procedendo, certiorari, and habeas corpus.
8. Any Claim arising out of activity during the Named Designee's period of suspension pursuant to the Supreme Court Rules for the Government of the Judiciary.
9. Any allegation of misconduct under Canon 4 of the Ohio Code of Judicial Conduct.

**C. Claims Reporting and Handling**

1. If the First Named Self-Insured or a Named Designee becomes aware of a Claim or an event that may result in a Claim, they must provide prompt written notice to the assigned counsel for the region in which the Claim occurred and ORM. The reporting party should provide all information and documents available to them at the time the report is made including, but not limited to, copies of any complaints or other documents generated as a result of the events at issue. See Section VI for a link to more specific information regarding Claim reporting.
2. During the pendency of the Claim, the Named Designee must do all of the following:
  - a) Preserve all documents and other forms of evidence relating to the Claim;
  - b) Cooperate with ORM and counsel, including assisting in the investigation, defense, and settlement of a Claim and enforcing any contribution or indemnification action against other entities, if applicable;
  - c) Attend all conferences, hearings, and trials, if requested by ORM or the respective assigned counsel;
  - d) Assist in securing, obtaining, and proffering evidence;
  - e) Ensure ORM and assigned counsel are aware of and responsible for any invitation, initiation, or offer of settlement, payment, or other compromise in connection with a Claim.
3. Neither the First Named Self-Insured nor any Named Designee may make any offer of settlement or payment, admit liability, incur any expenses, or assume any obligation in connection with a Claim. Doing so may result in denial of coverage, termination of coverage, reimbursement of Claims Expenses, or any combination of the aforementioned.

#### IV. Definitions

- A. Attorney Fees. Attorney fees paid to represent a Named Designee.
- B. Claim. A written demand for Damages, including service of a suit, received by the First Named Self-Insured or Named Designee.
- C. Claim Expenses. **Attorney Fees** and all other costs, fees, and expenses incurred in the investigation, adjustment, or defense of a Claim if incurred with the written consent of ORM where required or if covered by the contract between DAS and assigned counsel.
- D. Damages. A monetary judgment, monetary award, or monetary settlement that a Named Designee is legally obligated to pay in an 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, or other monetary sanctions of any nature, or any form of non-monetary relief.
- E. Employment Practices Liability (EPLI) Claim. Claims arising from any of the following:
  - 1. Wrongful failure to employ or promote and wrongful discipline, demotion, dismissal, discharge, or termination (either actual or constructive) of employment, and any other wrongful adverse change in terms, conditions, or status of employment.
  - 2. Breach of any implied employment contract.
  - 3. Employment-related misrepresentation(s) to an employee.
  - 4. Violation of any federal, state, or local statute, regulation, ordinance, or common law concerning employment or discrimination in employment, including retaliation and discriminatory harassment.
  - 5. Complaints filed with the Ohio Civil Rights Commission or the Equal Employment Opportunity Commission, when naming a Named Designee, and/or the court of jurisdiction. The Program will cover a Named Designee; however, there is no coverage for the court itself, as a governmental entity.
  - 6. Failure to adopt adequate workplace or employment policies and procedures.
  - 7. Negligent hiring, supervision, evaluation, or retention of employees.
  - 8. Employment-related invasion of privacy or defamation.
  - 9. Employment-related wrongful infliction of emotional distress.
  - 10. Employment-related libel, slander, false arrest detention, or imprisonment.
- F. First Named Self-Insured. The Supreme Court of Ohio.
- G. Judgment. Court decision that states the outcome of a legal action.
- H. Judicial Discipline Claim. A proceeding initiated by a local or state bar association, the purpose of which is to investigate allegations of misconduct by judges and the sanctions that may be imposed.
- I. Judicial Services.
  - 1. Judicial duties performed as a duly elected, appointed, presiding, or visiting judge in a court of record, or
  - 2. Administrative duties performed as a judge, provided that:
    - a) Such administrative duties are required or permitted duties of judges under the laws of the State of Ohio, and
    - b) The acts or omissions of the Named Designee are within the scope of the Named Designee's authority to perform such duties.

- J. Named Designee. The active or sitting judges in the Supreme Court of Ohio, Appellate Courts of Ohio, Ohio Court of Claims, Common Pleas and Municipal Courts of Ohio and divisions thereof, and judges appointed by the Chief Justice under the authority of the Supreme Court of Ohio per Article IV, Section 6 of the Ohio Constitution, including judges sitting by assignment and non-active former judges for activity conducted while in a judicial capacity. Named Designees do not include Mayor's Court officials, referees, master commissioners, bailiffs, law clerks, private judges acting under Section 2701.10 of the Ohio Revised Code, and magistrates.
- K. Professional Liability Claim. Claims arising from errors, omissions, or negligence in the delivery of professional services.

## V. Authority

ORC Sections 9.82 and 9.83

## VI. Resources

Document Name	Location
Claims Reporting	<a href="https://das.ohio.gov/property-services/risk-management/claim-reporting-procedures">https://das.ohio.gov/property-services/risk-management/claim-reporting-procedures</a>
Risk Management Portal	<a href="https://das.ohio.gov/riskmanagement">https://das.ohio.gov/riskmanagement</a>

## VII. Inquiries

Direct inquiries about this policy to:

Office of Risk Management  
Legal Services Division  
Ohio Department of Administrative Services  
4200 Surface Road  
Columbus, Ohio 43228  
[das.riskmanagement@das.ohio.gov](mailto:das.riskmanagement@das.ohio.gov)

State of Ohio Administrative Policies may be found online at  
<https://das.ohio.gov/home/policy-finder/filter-policy-finder>

## VIII. Revision History

Date	Description of Change
09/01/2011	Original Policy
09/01/2014	Update exclusion

07/01/2017	Update to named self-insured designation definition, attorney fees to be paid by DAS, update program exclusions, update to defense and representation, update to claim reporting and responsibilities
03/26/2025	Update to Statewide Policy Template, update term of the policy to continuous until amended, increase the employment practices policy limit to \$100,000, update reimbursement to ORM for finding of misconduct or consent to discipline is entered, update other insurance, update exclusions, update claims reporting and handling, update definitions.