

---

---

**NOTICE**

This policy is issued by MLM Risk Retention Group, Inc. WE may not be subject to all of the insurance laws and regulations of your state. State insurance insolvency guaranty funds are not available for this policy.

**JUDICIAL DISCIPLINARY  
CLAIMS-MADE AND REPORTED POLICY**

**COVERAGE**

WE have the exclusive right to investigate and defend the NAMED INSURED, subject to OUR limit of liability, by paying attorney fees and expenses resulting from DISCIPLINARY PROCEEDINGS incurred as the result of a notice of such DISCIPLINARY PROCEEDING both first received by the NAMED INSURED and reported to US during the POLICY PERIOD, or received by the NAMED INSURED during the POLICY PERIOD and reported to US within 60 days after the end of the POLICY PERIOD, arising out of an act, error or omission in the rendering of JUDICIAL SERVICES by such NAMED INSURED.

The act giving rise to the DISCIPLINARY PROCEEDING must have occurred on or after the PRIOR ACTS RETROACTIVE DATE and prior to the expiration date of the POLICY PERIOD.

---

**TERRITORY**

This policy applies to any act, error or omission which occurs anywhere in the world, provided the DISCIPLINARY PROCEEDING is brought and resolved within the United States and its territories or Canada.

---

**DEFINITIONS**

"JUDICIAL SERVICES" means:

- (1) The NAMED INSURED's role in providing services relating to making determinations in a court of law or any conduct covered by the applicable Code of Judicial Conduct;

"DISCIPLINARY PROCEEDING(S)" means:

an investigation or proceeding before a licensing board, peer review or other sanctioning, disciplinary or licensing body.

NAMED INSURED" means:

the person shown in Item 1 of the Declarations.

"POLICY PERIOD" means:

the period from the effective date of this policy to the expiration date or earlier termination date of this policy.

PRIOR ACTS RETROACTIVE DATE" means:

the date on or after which any act, error or omission giving rise to the DISCIPLINARY PROCEEDING must have occurred in order for for this coverage to apply. Unless a PRIOR ACTS RETROACTIVE DATE is specifically listed for the NAMED INSURED, the PRIOR ACTS RETROACTIVE DATE is the date of the NAMED INSURED's appointment as a judicial officer.

"TOTALLY AND PERMANENTLY DISABLED" means:

that the NAMED INSURED has become so incapacitated as to be wholly prevented from rendering JUDICIAL SERVICES provided such disability:

- (1) has existed continuously for not less than six (6) months;
- (2) is expected to be continuous and permanent; and
- (3) is certified by a medical doctor.

"WE", "US" and "OUR" mean:

MLM Risk Retention Group, Inc.

## **EXTENDED REPORTING PERIOD OPTIONS**

### **A. Individual Retirement Extended Reporting Period Endorsement**

Except as provided in B. below, in the event that the NAMED INSURED retires and ceases providing JUDICIAL SERVICES they shall have the option to purchase an unlimited Individual Retirement Extended Reporting Period Endorsement.

In the event that the NAMED INSURED resumes providing JUDICIAL SERVICES, the coverage provided herein shall be void.

The premium for the Individual Retirement Extended Reporting Period Endorsement will be calculated using the rules and rates in effect during the POLICY PERIOD of the policy to which the Individual Retirement Extended Reporting Period Endorsement attaches. The entire premium for the Individual Retirement Extended Reporting Period Endorsement is fully earned at the commencement of the Individual Retirement Extended Reporting Period.

The NAMED INSURED's option to purchase the Individual Retirement Extended Reporting Period Endorsement must be exercised in writing directly to US no later than 60 days after the NAMED INSURED is no longer continuously insured by US. Such written notice must include payment of the applicable premium for the endorsement. If the required notice is not submitted directly to US within the timeframe described above, the NAMED INSURED will not, at any later date, be able to purchase an Individual Retirement Extended Reporting Period Endorsement.

Coverage under the Individual Retirement Extended Reporting Period Endorsement applies only if there is no other applicable coverage.

Any Individual Retirement Extended Reporting Period Endorsement does not extend the POLICY PERIOD, change the scope of coverage or increase the limits of liability of the policy to which the endorsement is attached.

### **B. Death or Disability Extended Reporting Period Endorsement**

If during the POLICY PERIOD the NAMED INSURED dies or becomes TOTALLY AND PERMANENTLY DISABLED, he or she will be entitled to an unlimited Death or Disability Extended Reporting Period Endorsement at no additional premium.

In the event that any other coverage applies, or the disabled NAMED INSURED resumes providing JUDICIAL SERVICES, the coverage provided herein shall be void.

If the NAMED INSURED dies the NAMED INSURED'S estate, heirs, executors or administrators must notify US.

If the NAMED INSURED becomes TOTALLY AND PERMANENTLY DISABLED and the Death or Disability Extended Reporting Period Endorsement is desired, the NAMED INSURED or the NAMED INSURED's legal guardian must provide US written proof that he or she is TOTALLY AND PERMANENTLY DISABLED. The proof of disability must be received by US within 180 days of the end of the POLICY PERIOD. We retain the right to contest the certification by the NAMED INSURED's physician and it is a condition precedent to this coverage that the NAMED INSURED agrees to submit to examinations by any physician designated by US.

Any Death or Disability Extended Reporting Period Endorsement WE issue does not extend the POLICY PERIOD, change the scope of coverage or increase the limits of liability of the policy to which the endorsement is attached.

---

## **NOTICE OF CLAIMS AND DISCIPLINARY PROCEEDINGS**

In the event of a DISCIPLINARY PROCEEDING, disciplinary investigation or notice to appear before a review board, the NAMED INSURED must:

- (1) give immediate written notice to US; and
- (2) forward every demand, notice, summons or other communication received by the NAMED INSURED or his or her representative to:

**Mail or Delivery**

MLM Risk Retention Group, Inc.  
Claim Department  
333 South Seventh Street, Suite 2200  
Minneapolis, MN 55402

**Fax**

(800) 305-1510

You must give US notice during the POLICY PERIOD or within 60 days after the end of the POLICY PERIOD for coverage to apply.

---

## ***LIMIT OF LIABILITY***

The per claim limit on the Declarations is the maximum amount of OUR liability for all DISCIPLINARY PROCEEDINGS arising out of the same or related JUDICIAL SERVICE without regard to the number of DISCIPLINARY PROCEEDINGS.

The aggregate limit in Item 3 of the Declarations is the total amount of OUR liability for DISCIPLINARY PROCEEDINGS first reported to US during:

- (1) the POLICY PERIOD;
- (2) any Individual Retirement Extended Reporting Period Endorsement; or
- (3) any Death or Disability Extended Reporting Period Endorsement.

---

## ***SUBROGATION***

To the extent of any payment under this policy, WE will be subrogated to all of the NAMED INSURED's rights of recovery. The NAMED INSURED will do whatever is necessary to secure such rights. The NAMED INSURED will do nothing to prejudice these rights.

---

## ***ACTION AGAINST US***

No action shall lie against US unless:

- (1) The NAMED INSURED has fully complied with all the terms of this policy and
- (2) The amount of the NAMED INSURED's obligation to pay has been finally determined by judgment after trial and all appeals, if any, or by written agreement of the NAMED INSURED, the claimant and US.

No one may join US as a party to an action against the NAMED INSURED to determine the NAMED INSURED's liability under this policy. WE may not be impleaded by the NAMED INSURED. Bankruptcy or insolvency of the NAMED INSURED or his or her estate will not relieve US of any of OUR obligations.

---

## ***OTHER INSURANCE***

This policy is excess over any other insurance or other risk-shifting device including any automatic or optional extended reporting period, whether collectible or not, which provides insurance for such liability or DISCIPLINARY PROCEEDING, whether the insurance is stated to be primary, pro rata contributory, excess, contingent or otherwise. Risk-shifting device includes, but is not limited to, self-insurance and other risk-sharing agreements.

This provision does not apply to other insurance written specifically to be excess of this policy.

---

## ***CANCELLATION OR NON-RENEWAL***

This policy may be canceled by:

- (1) The NAMED INSURED by giving US written notice stating when thereafter cancellation is to be effective. Ninety percent of the pro-rata unearned premium will be returned to the NAMED INSURED.
- (2) US with ten days written notice for non-payment of premium. WE will give the NAMED INSURED notice of premium due and the date due at least ten days before the effective cancellation date.

WE may cancel this policy during the term of the policy with 60 days written notice in accordance with state statutes regulating mid-term cancellation.

OUR written notice will be made by first class mail addressed to the NAMED INSURED or by delivery to the NAMED INSURED'S last known address. The effective date of cancellation stated in the notice will become the end of the POLICY PERIOD. Earned premiums will be computed pro-rata. Premium adjustments will be made as soon as practicable. OUR tender of unearned premium is not a precondition of cancellation.

WE may non-renew for any reason or no reason on 60 days notice prior to the expiration of this policy. Changes in terms available on renewal will not be deemed to be a non-renewal of the policy.

---

## ***REPRESENTATION IN APPLICATION***

The application for coverage is a part of this policy. The application includes any renewal update forms.

By acceptance of this policy the NAMED INSURED agrees:

- (1) the statements in the application are the representations of the NAMED INSURED;
- (2) such representations are material as this policy is issued in reliance upon the truth of such representations; and
- (3) this policy embodies all of the agreements between the NAMED INSURED, US and/or OUR agent.

**CHANGES**

The terms of this policy shall not be waived or changed, except by written endorsement provided by US.

---

**ASSIGNMENT**

The NAMED INSURED may not assign this policy to any other person or entity.

---

**MUTUAL POLICY CONDITIONS**

The NAMED INSURED is a member of MLM Risk Retention Group, Inc. and shall participate in the distribution of dividends, to the extent and upon the conditions fixed and determined by the Directors.

The NAMED INSURED has one vote by virtue of this policy in the election of the Directors of MLM Risk Retention Group, Inc.

Policyholders are not assessable for the debts and obligations of the Company.

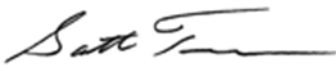
---

**NOTICE OF ANNUAL MEETING**

The NAMED INSURED is hereby notified that while this policy is in force, he, she or it is by virtue hereof a member of MLM Risk Retention Group, Inc. and that the annual meeting of said company is held each year at 3:30 p.m. Central Daylight Time on the fourth Tuesday of the month of June at the principal place of business of the MLM Risk Retention Group, Inc. unless the Board of Directors upon proper notice determines to hold the annual meeting at a different time or location.

---

*In witness thereof, WE caused this policy to be executed and attested*



---

Secretary

By



---

President