



CAREERGUARD[®]

FEDERAL EMPLOYEE PROFESSIONAL LIABILITY INSURANCE POLICY (CLAIMS MADE AND REPORTED POLICY)

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” arising out of a “wrongful act” committed by the “insured”, provided that the “civil claim”:

1. Is not defended by the Department of Justice or other source; and
2. Occurs as a result of the “insured’s” “wrongful acts” while being engaged in activities that are within the course and scope of the “insured’s” employment, but only while the “insured” is acting on behalf of the federal government.

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” arising out of a “wrongful act” committed by the “insured”, provided that the “administrative claim”:

1. Is not defended by the Department of Justice or other source; and
2. Occurs as a result of the “insured’s” “wrongful acts” while being engaged in activities that are within the course and scope of the “insured’s” employment, but only while the “insured” is acting on behalf of the federal government.

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

If a “wrongful act” committed by the “insured” results in a “civil claim”, 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:

1. The Department of Justice or other source is providing such “insured” with a defense for a “civil claim”; and

2. The “civil claim” occurs as a result of the “insured’s” “wrongful acts” while being engaged in activities that are within the course and scope of the “insured’s” employment, but only while the “insured” is acting on behalf of the federal government.

However, the amount we will pay is limited as described in **SECTION II. DEFENSE, SETTLEMENTS AND SUPPLEMENTARY PAYMENTS** and **SECTION IV. LIMITS OF INSURANCE**.

D. Coverage D – Death Benefit Claim Coverage

We will pay a covered “death benefit claim” to the “insured’s” “beneficiary” in the event that the “insured” dies; provided that such death:

1. Is caused by a sudden accident that occurs and is reported to us during the “insured’s policy period” or Discovery Period, if applicable;
2. Occurs as a result of the “insured” being engaged in activities that are within the course and scope of the “insured’s” employment, but only while the “insured” is acting on behalf of the federal government; and
3. Occurs within 52 weeks of the sudden accident referred to in Paragraph 1. above.

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 “wrongful act” that results in the “civil claim” or “administrative claim” takes place on or after the retroactive date and before the end of the “insured’s policy period”;
2. The “civil claim” or “administrative claim” is first made and reported to us during the “insured’s policy period” or Discovery Period, if applicable;
3. The “insured” did not give notice of the “wrongful act” to any prior carriers; and
4. Prior to the “insured’s policy period”, the “insured” had no knowledge of any facts or circumstances concerning the “wrongful act” that might reasonably be expected to result in a “civil claim” or “administrative claim”.

SECTION II. DEFENSE, SETTLEMENT AND SUPPLEMENTARY PAYMENTS

A. We have the right to select counsel and the right and duty to defend any “claim” seeking “damages” insured under this policy, even if any of the allegations in such “claim” are groundless, false or fraudulent. However, we will have no duty to defend the “insured” against any “claim” seeking “damages” to which this insurance does not apply. We may, at our discretion, investigate any incident and settle any “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 the **Other Insurance** condition; 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”;
 - b. Under **Coverage B** when we have used up the applicable limit of insurance in payments of “defense costs”; and
 - c. Under **Coverage C** when we have used up the applicable limit of insurance in payments to provide “monitoring counsel”.

B. With respect to any “claim” we investigate, defend, or settle under Coverage A or Coverage B, 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 “claim”.
3. All actual loss of wages (but not loss of other income) incurred by the “insured”, up to a maximum of \$50 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.

4. "First aid" expense.

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

This Section does not apply to **Coverage C** or **Coverage D**.

SECTION III. EXCLUSIONS

We shall not be liable to make any payment for the following:

A. As respects "damages" in connection with any "civil claim" or "administrative claim" made against an "insured":

1. Aircraft, Auto Or Watercraft

For "bodily injury" or "property damage" "claims" arising out of, based upon or attributable to the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any "insured". Use includes operation and "loading or unloading".

This exclusion applies even if the "claims" against any "insured" allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that "insured", if the "wrongful act" which caused the "damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any "insured".

2. Bodily Injury, Personal Injury And Property Damage

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

3. Contractual Liability

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 the extent any liability does not arise under such express contract or agreement.

4. Fraudulent Act

Arising out of, based upon or attributable to:

- a. Any willful violation of a penal statute or ordinance;
- b. Any criminal or fraudulent act; or
- c. 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.

5. Medical Services

For "bodily injury" or "property damage" claims arising out of 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.

B. As respects "damages" or "defense costs" in connection with any "civil claim" or "administrative claim" made against an "insured":

1. Asbestos

Arising out of, based upon or attributable to "asbestos".

2. Collective Bargaining/ERISA

Alleging, 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.

3. Pending Or Prior Litigation

Arising out of, based upon or attributable to any pending or prior:

- a. Litigation; or
- b. State, local or federal proceeding or investigation,

of which an “insured” had notice, prior to the inception date of this policy, 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 investigation.

4. Pollution

Arising out of, based upon or attributable to “pollutants”.

5. Prior Knowledge Of Wrongful Act

Arising out of, based upon or attributable to the same, or essentially the same, facts or actual or alleged “wrongful act” that:

- a. The “insured” had knowledge of prior to the “insured’s policy period”; and
- b. Could reasonably be expected to result in a “claim” or litigation.

6. Prior Reported Claim

Arising out of, based upon or attributable to the same, or essentially the same, facts or actual or alleged “wrongful acts” that are alleged or contained in any “claim” which has been reported, or in any circumstances of which notice has been given, under any policy of which this policy is a renewal or replacement or which it may succeed in time.

7. Workers Compensation

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

A. Coverage A

1. The Civil Claims (Coverage A) Damages Limit Of Insurance shown in the Declarations is the most we will pay under **Coverage A** for all “damages” arising out of all “civil claims” first made against any one “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 Declarations is the most we will pay in “defense costs” for all “civil claims” first made against any one “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 Declarations is the most we will pay under **Coverage B** for all “defense costs” arising out of all “administrative claims” first made against any one “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 Declarations 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 an “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 Declarations is the most we will pay under **Coverage D** with respect to any one “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 the Discovery Period shall be part of, and not in addition to, the limit of insurance for the “insured’s policy period”. Further, any “claim” which is made subsequent to the “insured’s policy period” or Discovery Period, if applicable, pursuant to the **Notice/Claim Reporting Provisions** condition, is considered made during the “insured’s policy period” or Discovery Period and 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 actual trial 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. This policy may be cancelled by the “master policy holder” by surrendering the policy to us or any of our authorized agents or by mailing to us written notice stating when thereafter the cancellation will be effective.
2. We may cancel the policy, by mailing to the “master policy holder” at the address shown in this policy written notice stating when, not less than 60 days thereafter, such cancellation will be effective. In the event the “insured” fails to discharge when due any of its obligations in connection with the payment of premium for the policy or any installment thereof, whether payable directly to us or our agent or indirectly under a premium finance plan or extension of credit, the “member certificate” may be cancelled by us by mailing to the respective “insured” at the address on file with us, written notice stating when, not less than 10 days thereafter, such cancellation will be effective.
3. We may cancel an “insured’s” “member certificate” by mailing to the “insured” at the address on file with our agent written notice stating when, not less than 60 days thereafter, such cancellation will be effective, unless a longer notice period is required by law.
4. The mailing of notice will be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the “insured’s policy period”. Delivery of such written notice either by the “insured” or by us will be equivalent to mailing.
5. If the “insured” cancels, the earned premium will be:
 - a. A pro-rated portion of the premium paid if the “insured” retires or leaves federal service; or
 - b. 100% of the premium paid if the “insured” cancels for any other reason.
6. If we cancel for any reason other than non-payment of premium, the earned premium will be computed prorate. Premium adjustment may be made either at the time cancellation is effective or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

7. If we cancel for non-payment of premium, the earned premium will be 100% of the premium paid.

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” that occurs 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, the “insured” will have the right to a period of three years following the effective date of such cancellation or non-renewal (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 “wrongful act” occurring prior to the end of the “insured’s policy period” and 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” 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. Notice/Claim Reporting Provisions

1. The “insured” will give us or our authorized representative written notice of any “claim” made against an “insured” as soon as practicable and any time during the “insured’s policy period” or during the Discovery Period, if applicable.
2. If written notice of a “claim” has been given to us pursuant to Paragraph 1. above, then any “claim” subsequently made against an “insured” and reported to us alleging, arising out of, based upon or attributable to the facts alleged in the “claim” for which such notice has been given, or alleging any “wrongful act” alleged in the “claim” of which such notice has been given, shall be considered made at the time such notice was given.
3. If during the “insured’s policy period” or during the Discovery Period, if applicable, an “insured” becomes aware of any circumstances which may reasonably be expected to give rise to a “claim”, then written notice shall be given to us of the circumstances and the reasons for anticipating such a “claim”, with full particulars as to dates, persons and entities involved. Any “claim” which is subsequently made against an “insured” and reported to us alleging, arising out of, based upon or attributable to such circumstances or alleging any “wrongful acts” which is the same or related to any “wrongful act” alleged or contained in such circumstances, shall be considered made at the time such notice of such circumstances was given.
4. 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, is 100% fully earned and is not subject to adjustment unless we cancel for reasons other than non-payment of premium, as stated in Paragraph 6. of the **Cancellation** Condition.

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 investigation regarding the “insured’s” “wrongful acts”, 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; or
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.

Self-propelled vehicles with the following types of permanently attached equipment shall also be considered “autos”:

1. Snow removal;
2. Road maintenance (other than construction or resurfacing equipment);
3. Street cleaning; and
4. 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. "Claim" means:
1. An "administrative claim";
 2. A "civil claim"; or
 3. A "death benefit claim".
- G. "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.
- H. "Criminal proceeding" means any 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.
- I. "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 is not without legal recourse to an "insured"; or
 7. Matters which may be deemed uninsurable under the law pursuant to which this policy shall be construed.
- J. "Death benefit claim" means a written demand for monetary relief made by the "insured's" "beneficiary".
- K. "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/or 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.
- L. "Disciplinary proceeding" means any proceedings, including investigations, 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". "Disciplinary proceedings" includes "security clearance proceedings". However, "disciplinary proceedings" does not include:
1. "Performance proceedings", disciplinary, or administrative actions for alleged failure to perform or for performance reasons or deficiencies;
 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”; and
 - 6. Any appeal after a final decision by the Merit Systems Protection Board (MSPB).
- M.** “First aid” means immediate and temporary treatment of a sudden injury or illness rendered before “professional medical care” is available.
- N.** “H.R. 218 wrongful act” means any act, error or omission directly related to the carrying of a concealed firearm across state lines that is committed by an “insured” who, at the time of the subject act, error or omission:
- 1. Was a “qualified law enforcement officer” and was acting in his or her capacity as such; and
 - 2. Was entitled to the protections within the Law Enforcement Officers Safety Act, 18 U.S.C. § 926.
- O.** “Insured” means:
- 1. With regard to **Coverage A, Coverage B, and Coverage C**, an individual who, on the date that the “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 “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.

An independent contractor is not an “insured”.

- P.** “Insured’s policy period” means the period of time from the earlier of the retroactive date shown in the “insured’s” “member certificate” or the inception date shown in the “insured’s” “member certificate” to the earlier of the expiration date shown in the Declarations or the effective date of cancellation of the policy.
- Q.** “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.
- R.** “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;
 - 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”.
- S.** “Master policy holder” means the entity designated as such in the Declarations.
- T.** “Member certificate” means a certificate of insurance issued to an “insured” by us or our agent granting coverage under this policy.
- U.** “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.
- V.** “Performance proceeding” means an investigation, demotion, removal, determination, appraisal, or process by which an “insured” is evaluated, measured, rated, or disciplined 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.
- W.** “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;
- X.** "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.
- Y.** "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.
- Z.** "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.
- AA.** "Property damage" means physical injury to tangible property, including and 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.
- BB.** "Qualified law enforcement officer" means an employee of a governmental agency who:
1. Is not an independent contractor;
 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 to arrest;
 3. Is authorized by the agency to carry a firearm;
 4. Is not the subject of any disciplinary action by the agency;
 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.
- CC.** "Security clearance proceeding" means an investigation, determination, appraisal or process involving an "insured's" ability to achieve required governmental approval and/or access to classified information, including but not limited to Executive Order 12968 of August 2, 1995 and its successors.
- DD.** "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.
- EE.** "Wrongful act" means any:
1. Act, error or omission committed by an "insured" while such "insured" is acting in his/her capacity as a permanent employee of a federal agency and while acting on behalf of the federal government; or
 2. "H.R. 218 wrongful act".