

PROFESSIONAL LIABILITY INSURANCE

Especially designed for Federal Employees

Lawsuits against Federal Government employees are increasing at an alarming rate. Members of the public, even fellow workers, can bring personal lawsuits against you. You are at risk whenever you are acting within the scope of your job including:

- * delegating assignments
- * making staff evaluations
- * working at your desk
- * meeting with the public

You could be the subject of an Administrative Hearing for any minor offense. Can you afford \$50,000 to \$60,000 for an attorney to protect your rights?

Federal Law requires that all federal agencies must reimburse qualified employees one-half of the annual premium for Professional Liability Insurance.

(Passed in 1996, part of the Omnibus Consolidated Appropriations Act for Fiscal Year 1997

Contact your payroll office for reimbursement details)

The Federal Tort Claims Act states that the government can choose whether or not to defend you. It cannot cover any monetary damages awarded against you personally. Even if the Justice Department refuses to defend you, this plan picks up the full cost of your legal defense and pays covered damages awarded against you (up to the \$1 million limit).

This Professional Liability Insurance, underwritten by an A rated insurance company, was specially designed to protect Federal Government employees. You are protected anywhere in the world against losses from lawsuits stemming from the performance of your official federal duties.

In the event defense of the Insured in any claim or suit is granted by the Department of Justice or its designee, the Insured may, nevertheless request the Company to provide him with an attorney selected by the Company to monitor and oversee the defense being provided by the United States.

Eligibility

Any full-time employee of the Federal Government working at least 17.5 hours per week is eligible for Professional Liability coverage

Description of Benefits

- ◇ \$1,000,000 of professional liability coverage for judgments arising from acts, errors, or omissions committed by you within the course and scope of your employment.
- ◇ Protection against judgments involving personal injury, bodily injury and property damage within the scope of your employment.
- ◇ Protection against lawsuits that existed before the effective date of coverage provided as an insured that you had no knowledge of such suits.
- ◇ A discovery period of 36 months is effective the day you retire.
- ◇ Administrative legal defense coverage up to \$100,000 to pay the costs of defense and monetary penalties during administrative proceedings for acts committed or alleged within the scope of your employment. Coverage is provided for Internal Agency Disciplinary Proceedings; Criminal Proceedings; and Judicial Sanctions for any monetary penalty.

*****NEW PARTICIPANT BENEFIT*****

- ◇ \$5,000 Accidental Death & Dismemberment Coverage for accidental death or dismemberment that occurs while you are acting within the course and scope of your employment.

This plan pays for your defense cost even against groundless or fraudulent suits. This is *in addition* to your liability limit and is *without limitation*. There is no deductible, and where allowed by state law, this plan pays punitive damages up to your coverage limit.

[Justice Department Consulted In Designing This Coverage](#)

This program was developed with the advice and consultation of attorneys in the Torts Claims Division of the Justice Department to provide the fullest protection possible for you as a government employee. They work in the field daily and are more acutely aware of your needs than anyone else. You should feel confident knowing this is the only professional liability policy developed with the advice of the Justice Department.

“Course and scope of employment” means an “incident” of any kind or character that has to do with and originates in the work, services, trade or profession of the employee’s federal agency and that is performed by the employee while engaged in or about the furtherance of the affairs or services of that federal agency.

[Enrollment](#)

1. Complete and return the application form with payment to:
[Mass Benefits Consultants, Inc.](#)
[P.O. Box 828](#)
[Annandale, VA 22003-0828](#)
2. (payroll deduction must be started by employee – call [1-800-221-3083](#) for assistance).

Coverage will begin on the first day of the month following receipt of the application and payment. (Payroll Deduction Option – Coverage begins on the first day of the pay period that the deduction is made.)

[The following examples are provided to show how the Professional Liability Insurance attorneys fight to protect Employee rights and livelihood:](#)

#An employee with a fourteen year career, outstanding performance reviews, and absolutely no prior discipline, developed a life-threatening condition that allowed him to work with certain accommodations and treatment. His treatments and medications left him physically exhausted. His supervisor, annoyed that the employee had filed an EEO complaint to get the agency to rearrange his work schedule, photographed him when he momentarily nodded off at his desk. The removal, after a year, was set-aside with an order for back pay and full benefits.

#An employee with consistently outstanding performance reviews and a minor disciplinary record became a whistleblower when he exposed several instances of egregious fraud within the agency. Within days of blowing the whistle, the employee was reluctantly drawn into a conversation with a co-worker that quickly degenerated into a shouting match and a very brief physical confrontation. No one was hurt, and both parties were equally to blame. Unpopular with management because of his whistleblowing, however, the employee has become the subject of an administrative investigation and is currently the subject of a removal proposal. Incidentally, the agency has taken absolutely no action against his colleague who was equally to blame

#An employee with fourteen years of good service, but with two minor disciplinary actions (a letter of reprimand and a seven-day suspension), found himself fighting for his career for doing something he and his co-workers did everyday, using locker room talk and profanity. Frustrated with a request from his boss to do an unpleasant assignment, he mildly complained about the assignment using off-color language and mild profanity. The agency suddenly, and without notice, took offense to the off-color language and, coupled with the prior insignificant discipline, used the incident as the basis to propose the employee's removal. The prior discipline served to catapult and transform what would ordinarily deserve a slap on the wrist into imposition of a career death sentence.

#An employee found himself the subject of a multi-million dollar law suit as a result of a joke made to an arrestee. After a year long search for a member of the organized crime, the federal employee finally cornered and arrested the criminal at an airport. When the criminal asked how he tracked him down, the agent joked that he had placed a tracking device inside the criminal's rear-end. The criminal claimed to believe the obvious joke to be real. Sentenced to thirty years in prison and with nothing better to do, the criminal became a jailhouse lawyer and filed a frivolous lawsuit that took five years to resolve.

#An employee was ordered by his boss to prepare some reports to headquarters regarding the staffing levels that could be sacrificed due to cost cutting measures. Uncertain as to what to write, the employee asked the boss for guidance. The boss instructed the employee to minimize the numbers of available employees and, essentially, "cook the books." Believing he had an obligation to follow orders, but not realizing he was obligated not to follow an illegal order, the employee became the co-subject, with his boss, of an investigation into falsification of government documents.

#This employee enjoyed being a ladies man. After a two year relationship with a fellow worker, he decided to break off the relationship. Scorned, his ex decided to get even. She filed a charge with the Inspector General alleging she had been harassed for the last two years and that her recent decline on her performance evaluation (the supervisor being a friend of the so-called harasser) was the result of retaliation for the break-up that she now alleged was her decision.

Exclusions

Coverage under this plan does not apply:

a) to any obligation for which the Insured or any carrier as the insurer may be held liable under any workers' compensation, unemployment compensation, disability benefits law, or other similar law;

b) to damages arising out of the willful violation of a penal statute or penal ordinance committed by or with the knowledge or consent of the Insured, or damages arising out of acts of fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud;

c) to liability assumed by the Insured under any contract or agreement;

d) to Bodily Injury arising out of the ownership, operation, or the use of any land motor vehicle designed for use principally on public highways, including any machinery or apparatus attached thereto, or any aircraft or watercraft;

e) to Property damage to:

1. Property owned occupied by, or rented to the United States Government or Insured;
2. Property used by the Insured;
3. Property in the care or control of the Insured or as to which the Insured is for any purpose exercising physical control.

f. (1) Bodily Injury, Property Damage, Personal Injury, Advertising Injury or any Administrative Law Proceeding arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented to or loaned to any Insured;

(b) At or from any premises, site or location which is or was at any time used by or for any Insured or others for handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated disposed of, or processed as waste by or for any Insured or any person or organization for whom may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations;

(i) if the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or

(ii) if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any Insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants;

or

(b) Claim or Suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

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.

g. (1) Asbestos, asbestos fibers, asbestiform talc or any material and/or substances containing asbestos, asbestos fibers or asbestiform talc or any asbestos related bodily injury, property damage, personal injury, or administrative law proceeding, or exposure to asbestos, asbestos fibers or asbestiform talc in any form, and/or manifestation of any asbestos related bodily injury, including but not limited to asbestosis, mesothelioma and/or bronchogenic carcinoma; or

(2) Any alleged act, error or omission or duty involving asbestos, asbestos fibers or asbestiform talc or any material and/or substances containing asbestos, asbestos fibers or asbestiform talc its use, exposure, presence, existence, detection, removal, elimination or avoidance; or

(3) The use, exposure, presence, existence, detection, removal, elimination or avoidance of asbestos, asbestos fibers or asbestiform talc or any material and/or substances containing asbestos, asbestos fibers or asbestiform talc in any environment, building or structure.

h. Any procedures, including grievance procedures and arbitration hearings, that are provided by any collective bargaining agreements.

This article offers a brief description of the Professional Liability Insurance plan. Details can be found in the Certificate of Insurance, which will be available to you upon enrollment.

Although every attempt has been made to verify the accuracy of the information contained on this website, errors and omissions may occur. The Certificate of Insurance describing the exact coverage and benefits purchased will be available upon enrollment. This website explains the general purposes of the insurance described, but in no way changes or affects the insurance afforded under the group insurance policy actually issued. All coverage is subject to the actual policy conditions and exclusions.