

**REPORT OF THE  
VIRGINIA STATE CRIME COMMISSION  
ON LAW ENFORCEMENT LIABILITY INSURANCE**

**REPORTED TO  
THE GOVERNOR  
AND  
GENERAL ASSEMBLY OF VIRGINIA**



**HOUSE DOCUMENT NO. 13**

**COMMONWEALTH OF VIRGINIA  
Department of Purchases and Supply  
Richmond  
1976**

Lewis W. Hurst  
*Executive Director*

Laurence Leonard  
*Assistant Director*

# COMMONWEALTH OF VIRGINIA



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December 5, 1975

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From the Senate of Virginia  
Stanley C. Walker, *Chairman*  
George S. Aldhizer, II  
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A. L. Philpott

Attorney General of Virginia  
Andrew P. Miller

Appointments by the Governor  
Erwin S. Solomon, *Lieutenant Chairman*  
William N. Paxton, Jr.  
George F. Ricketts

TO: The Honorable Mills E. Godwin  
Governor of Virginia  
and  
The General Assembly of Virginia

This report is pursuant to House Joint Resolution 124 of the 1975 Session of the General Assembly which directed the Virginia State Crime Commission to study methods of insuring or indemnifying law enforcement officers against civil suits resulting from acts done in the performance of their duties.

The findings and recommendations of the Commission's study are contained in this document.

Respectfully submitted,

A handwritten signature in cursive script that reads 'Stanley C. Walker'.  
Stanley C. Walker

SCW/ne

LD2665

1 HOUSE JOINT RESOLUTION NO. 124

2 Offered February 15, 1974

3 *Directing the Virginia State Crime Commission to study methods of insuring or*  
4 *indemnifying law enforcement officers against civil suits resulting from acts done in*  
5 *the performance of their duties.*

6

7 Patrons—Messrs. Slaughter, Morrison, Philpott, and Anderson

8

9 Referred to the Committee for Courts of Justice

10

11 Whereas, each day a law enforcement officer performs his  
12 duties, he may be required to incur risks that may subject him to  
13 civil suit for damage; and

14 Whereas, because of the sovereign immunity of the State, such  
15 officers may be required to defend their actions personally, and be  
16 required to pay any damages awarded against them; and

17 Whereas, a study should be made as to the advisability and fea-  
18 sibility of either procuring liability insurance protection for law en-  
19 forcement officers of the Commonwealth and its political subdivi-  
20 sions, or in the alternative, indemnifying such officers against any  
21 loss they may incur; now, therefore, be it

22 Resolved by the House of Delegates, the Senate concurring,  
23 That the Virginia State Crime Commission is directed to make a  
24 study and report on the desirability and feasibility of obtaining lia-  
25 bility insurance coverage for law enforcement officers of the Com-  
26 monwealth and its political subdivisions, or in the alternative,  
27 whether the sovereign immunity of the Commonwealth should be  
28 removed in such cases, or whether a method should be established  
29 for indemnification of such officers by the Commonwealth against  
30 loss by them. The Commission shall study all aspects of the prob-  
31 lem, including, but not limited to, the availability and cost of such  
32 insurance. All interested agencies of the State shall assist the Com-  
33 mission in its study, upon request. The Commission shall complete  
34 its study and report to the General Assembly no later than Novem-  
35 ber one, nineteen hundred seventy-four.

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Official Use by Clerks

**Agreed to By**  
**The House of Delegates**  
with amendment  
without amendment

**Agreed to By The Senate**  
with amendment  
without amendment

Date: ..... Date: .....

.....  
Clerk of the House of Delegates

.....  
Clerk of the Senate

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VIRGINIA STATE CRIMINAL COMMISSION

REPORT ON

LAW ENFORCEMENT  
LIABILITY INSURANCE

DECEMBER 1975

MEMBERS OF THE VIRGINIA STATE CRIME COMMISSION

Senator Stanley C. Walker, Chairman

Delegate Erwin S. Solomon, Vice-Chairman

Senator George S. Aldhizer, II

Delegate Claude W. Anderson

Delegate L. Ray Ashworth

Delegate Raymond R. Guest, Jr.

Delegate John L. Melnick

Andrew P. Miller, Attorney General

Delegate Theodore V. Morrison, Jr.

Mr. William N. Paxton, Jr.

Delegate A. L. Philpott

Reverend George F. Ricketts

## Foreword

The initial research for this project was done in January, February and March 1975 by Ardath Lynn Olsen, a student at Michigan State University, on a volunteer basis to the Crime Commission as a course requirement.

The Commission expresses its sincere appreciation to her for her interest, enthusiasm and hard work.

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## Introduction

The job of a law enforcement officer is neither an easy nor a safe one. Often times localities make tremendous demands of their police personnel. Many officers are on call 24 hours a day on a seven day a week basis. There are times when a law enforcement officer must act without regard to his own personal safety or other risks connected with the law enforcement function in the performance of his duties.

Today, a law enforcement officer is required to meet higher standards than ever before. He is also personally liable for any negligent acts which may occur in the performance of this duty. Often it is necessary for him to make fast judgments without benefit of time to evaluate or study the circumstances which require action. If on the one hand, he acts decisively to perform his duty in a tense or dangerous situation, he may be subject to accusations of wrongful actions. On the other hand, if he should hesitate to make a decision, his efforts to aid may be futile. With the increase in public contact in the expanding role of law enforcement, the officer is continually placed in an uncertain position.

Within recent years, the incidence of civil suits brought against law enforcement officers has been steadily increasing. According to a nationwide survey sample by the International Association of Chiefs of Police, the total number of suits filed against police during the period from 1967 to 1971 increased over 100%. While over 81% of these suits were won by the police, damages awarded have ranged up to \$3,000,000 with an average of \$3,024<sup>1</sup>.

<sup>1</sup>Survey of Police Misconduct Litigation 1967-1971, Americans for Effective Law Enforcement, Inc., AELE Publications: Evanston, Ill.) 1974, p. 5.

The General Assembly recognized the problem law enforcement officers face and, in 1974 through House Joint Resolution 124, directed the Virginia State Crime Commission to make a study of insuring these officers against civil liability.

The Commission appointed a subcommittee headed by Delegate A. L. Philpott to conduct the study. Other members of the subcommittee were Delegate Claude W. Anderson and Delegate John L. Melnick.

#### Cases of Liability

Nationwide, the number of liability awards and the amounts of settlements made to plaintiffs have been increasing. Several have reached the seven-figure range including \$3,000,000 awarded to a New York City man who was struck by a Transit Authority policeman with a nightstick and severely wounded.<sup>1</sup>

Other cases of considerable settlements in and out of court during 1972 and 1973 are listed below:<sup>2</sup>

\$1,025,000 to a youth found shot in a looted Detroit store (Wilson v. City of Detroit)

\$1,000,000 settlement for a bystander shot during a Miami chase (Huggins v. City of Miami, 1973, unreported)

\$900,000 awarded to the family of a man killed and an infant wounded during a narcotics raid in California (Dyer v. Sweeney, et al, Los Angeles Supreme Court, June 1973)

\$800,000 to the family of a Denver couple killed when an unmarked police cruiser collided with their car (Estate of Gould v. City and County of Denver, Dist. Ct., 1974)

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<sup>1</sup>Salvaterre v. New York Transit Authority, et al, Sup. Ct., (NY, 1973)

<sup>2</sup>Most of these cases were gathered from a news service by the AELE. Many of them are unreported. Where available, citations are listed.

\$750,000 to a man injured by a police car which ran a red light (Goldman v. City of Detroit, et al, U.S. Dist. Ct., E.D. Mich., 1972)

\$700,000 to the family of a Los Angeles newsman killed by a deputy sheriff's misfired tear gas projectile (Salazar v. Pritchess)

\$375,000 settled out of court to the family of a man killed during a silent police chase in which neither siren nor signal was used (Coppola v. City of New York, 313 NYS2d 484 (1973))

\$250,000 settlement to a customer wounded by police when the silent alarm was accidentally tripped (Baldeneboro v. City of Los Angeles, unreported)

\$200,000 awarded to an entertainer claiming "mistreatment" by police and failure to give him medical aid, although he had not been placed under arrest (Rodgers v. City of Los Angeles, 1973)

\$169,000 verdict affirmed against a special deputy sheriff for shooting a speeder after chase (Cockrum v. Whitney, et al, 479 F.2d 84 (4th Cir. 1973))

\$150,000 awarded to an attorney in a false arrest suit when police wrongly arrested him to get access to his home where a wanted suspect was staying (Odom v. Gary, et al, 508 S.W. 2d 526)

\$137,000 compensatory and \$8,000 punitive damages awarded to a Detroit man and his great-aunt on an assault and battery and false imprisonment charge stemming from a New Year's Eve robbery in their pawnshop in 1971 (Detroit Free Press, April 26, 1975, Sec. 1. Page 3)

Over \$100,000 settlement to a disabled veteran for brutality by Connecticut State Police who entered his home in search of a car thief; a scuffle ensued, the man was arrested for assault. but was refused entry to the jail because of his condition. Later it was discovered at a hospital that he had suffered a stroke. (Zrinchak v. Connecticut State Police)

In Washington, D.C. \$81,500 will come out of the city's general fund to pay judgment to the family of a taxi driver killed by a D.C. policeman (Washington Post, Jan. 19, 1975, page B8)

In Virginia, a number of policemen and sheriffs have been victims of suits.<sup>1</sup> In Dinwiddie County, a deputy in the sheriff's department was ordered to pay a settlement of \$250,000; at that time the department did not have liability insurance. In another case although it was dismissed, the Winchester Police Department was sued for \$10,300,000 by a released man who

<sup>1</sup>Unless cited, the information on the Virginia suits was obtained from telephone conversations during February and March, 1975.

had served time in the penitentiary for robbing a Western Union office in Winchester. Currently pending against the Augusta County Sheriff's Department are two suits for \$40,000. In 1973, the Arlington County Police Department was sued for \$250,000 in a brutality suit, with damages being sought against the former chief for failure to properly train and supervise his officers (Souders v. Fawver, et al, Arlington Co. Circuit Court (August 1972)).<sup>1</sup> A \$25,000 contempt of court fine was imposed by a federal judge against Virginia prison officials (United States ex rel v. Brown, et al, (E.D. Va. 1973)). In the Albemarle County Court, two sheriffs and deputies were dismissed of a \$120,000 suit over the death of a prisoner in a case claiming lack of medical attention (Fuller v. Bailey, et al, Albemarle Co. Ct. 1973). The Colonial Beach police reported that a suit for \$600,000 was recently dismissed. Currently pending in Danville is a \$1,000,000 false arrest suit against three Danville police officers by a man alleging excessive police force. Numerous other departments and officers have also been involved in liability suits within the past few years, although the majority have been either dismissed or dropped. (See Chart V)

In response to inquiries sent out to random police departments regarding any suits in which they may have been involved, the following were noted:

CHARLOTTESVILLE: A female sued police for illegal entry into her home. The officers and a citizen with a search warrant attempted to enter the home in search of the citizen's dog. She denied entry and attempted to slam the door. Officers pushed against the door and entered. Plaintiff struck the citizen in the face and broke his glasses. She was convicted for assault. As the police are not insured, the city is paying for the lawyer of the officers' choice.

Plaintiff having been stopped for a traffic violation became overbearing and boisterous. When the sergeant arrived, he asked the man to get back in his car. The man shoved the sergeant and struck him with his fist.

<sup>1</sup>AELE Legal Liability Reporter, June 1973.

The sergeant struck him back in the face, and the man was arrested and charged with assault. The man sued two police officers for striking him during the course of his arrest. Again, the city is allowing the officers to be represented by an attorney of their choice and will pay the fees.

A sergeant was involved in an accident at an intersection while he was responding to an emergency call which resulted in injuries to the citizens in the other car. Although both parties were charged in the accident, the citizen's insurance company is suing for negligence.

CHESAPEAKE: The plaintiff had already been convicted of disorderly conduct and resisting arrest when he sued for false arrest and detainment, and assault by officers. He asked for \$750,000 actual and punitive damages, but the suit was dismissed. The city paid the officers' legal fees of \$500 each, total \$3,500.

DANVILLE: In January 1974, a man on a motorcycle led a policeman on a chase that ended on a wet field when his motorcycle skidded from under him. The policeman's car struck the motorcycle as it also skidded to a stop. The cyclist was convicted for reckless driving and failure to obey traffic signs and a police siren. He was fined \$200 and given six months on the City Farm. In November, the cyclist filed suit charging the officer with bodily injury and property damage. The suit was eventually settled and the plaintiff was awarded \$1995.57, which was to be paid by the insurance company. (Although the department is insured for false arrest by the Hartford Insurance, the suit was defended by Royal Globe Insurance, which handles the police car fleet.)

NEWPORT NEWS: In the spring of 1972, a sailor was arrested on a drunk and disorderly charge. During the arrest, additional charges of resisting arrest and assault on an officer were added. The sailor later sued the city manager, the chief of police and the officer for \$100,000. The suit was dismissed in federal court.

In July of 1968, two women who were stopped for a traffic violation assaulted the officer. Force was subsequently necessary to make an arrest. The women sued, but the case was dismissed.

In 1966, an officer was chasing a group of persons who had committed an armed robbery. A woman pulled into the path of the police car, causing an accident. She sued the city for her injuries, but the case was dismissed.

ROANOKE: In 1966, an auxiliary policeman (a civilian volunteer, not sworn) fatally shot a fleeing car thief. A suit for \$10,000 was filed against the officers and the city, but the case was dismissed under the two-year rule for failure to prosecute. Outside counsel was employed for the officers to prevent a potential conflict of interest with the City Attorney. Fees for the hired attorneys were paid by the City Council.

In 1968, two officers were sued for \$5,000 in an alleged illegal search of a building and confiscation of property thought to be stolen. The case was not litigated, on recommendation of the plaintiff's attorney, as the plaintiff had previously been convicted of criminal offenses and was sentenced to eleven years in the penitentiary.

In the autumn of 1969, an officer, while trying to break up a fight, shot and killed a youngster. The mother filed a suit against the city and officer for \$75,000. Five years later the case was finally disposed of with a jury verdict in favor of the officer, and no recovery was had.

In 1974, a person, at one time suspected of having been involved in the murder of his parents, filed suit against several officers seeking \$200,000 damages for alleged violations of his civil rights. The case was decided in favor of the police.

VIRGINIA BEACH: A false arrest charge was brought against the city and the officer involved for arresting a Michael B., rather than a Michael D. Vogel. Settlement was \$750, and was paid by Aetna Life and Casualty Insurance under the city's Personal Injury Endorsement to the City's Comprehensive General Liability Policy.

WINCHESTER: In 1960, a man robbed the Western Union station in Winchester. He was arrested in Washington, D. C. and brought back to Winchester. He served ten years in Richmond; upon being released, he filed suit for \$10,300,000. The suit was dismissed in Federal Court; the plaintiff added more defendants, but the suit was dismissed again. He subsequently filed action in Richmond Federal Court. At the time of the suit, the officers were uninsured and had to employ and pay their own private counsel. Later, however, the officers were reimbursed for their expenses by the city.

We are not suggesting that these suits are all which have been brought against law enforcement officers in Virginia, but only a few from several localities selected by the Crime Commission staff for inquiry.

#### Current Law in Virginia and Other States

Current Virginia law provides defense representation for State Police officers only who are involved in liability suits, as stated in Title 52, Section 11 of the Code of Virginia:

§ 52-11. Defense of police officers. If any police officer appointed by the Superintendent of State Police shall be arrested or indicted or otherwise prosecuted on any charge arising out of any act committed in the discharge of his official duties, the Superintendent may employ special counsel approved by the Attorney General to defend such officer.

The compensation for special counsel employed, pursuant to this section, shall, subject to the approval of the Attorney General, be paid out of the funds appropriated for the administration of the Department of State Police.

Similar statutes exist for the officers of the Enforcement Division of the Alcoholic Beverage Control Board, Game and Inland Fisheries, the Department of Motor Vehicles and the Fire Marshall Division of the State Corporation Commission. These agencies are also required to provide their employees with surety bonds or liability insurance coverage. However, these statutes do not apply to local police or sheriffs' departments.

Commonwealth's Attorneys are responsible for defending sheriffs in civil litigation arising out of any matter connected with his official duty pursuant to Section 15.1-66.1 of the Code. This legal service provided by Commonwealth's Attorneys does not extend to deputy sheriffs.

During the 1975 Session of the General Assembly, the Crime Commission introduced legislation which passed that allows a governing body to pay legal expenses of a sheriff or deputy or local police officer who is arrested, indicted, or otherwise prosecuted on a charge arising out of an act committed in the discharge of his duties and the charge is subsequently dismissed or upon finding of not guilty. It should be noted that the municipality is authorized to pay expenses, not required to.

A number of other states do provide protection for state, as well as local, law enforcement officers. The Commission staff contacted some of these states regarding the type of protection they require by law. They are listed below:

**CALIFORNIA:** California law gives a local public entity the authority to insure any of its employees against liability resulting from acts committed within the scope of his employment. The public entity is not authorized to pay for any punitive damages. (California Government Code, § 990) (Assembly Bill 1059 was introduced this year to require state and public agencies to provide for liability through an appropriation of \$300,000. As an alternative, a prepaid legal defense fund for peace officers who are members of the Peace Officers' Research Association of California (PORAC) has been set aside for defense purposes.)

**COLORADO:** (In July 1972 the doctrine of sovereign immunity of the state, school districts and counties was abolished by the Supreme Court. It is now recognized only by statute.) Any locality which chooses to insure itself against liability automatically waives the right of sovereign immunity. Any recoverable damages from a suit shall not be in excess of the limits of coverage of the policy. In the event the public employees are not insured, the locality will pay both defense and settlement costs, providing the omission from which the suit arose was not due to negligence. The decision to defend a suit is left to the discretion of the locality. If it takes the defense and the employee is found negligent, the employee will reimburse the defense costs. If the locality elects not to defend and the employee is not found negligent, the locality will reimburse the employee's defense costs. Compromised settlements may be made only with the consent of the public employees, and only if sovereign immunity is not available. Recoverable judgments are limited to \$100,000 for one person and \$300,000 for two or more unless the locality is insured, in which case the amount of judgment is limited to the amount of insurance coverage. (C.R.S. 1973, Article 10, 24-10-101 - 24-10-117)

**CONNECTICUT:** (Covers state police only) All state police officers are indemnified by the state against any expense, including legal costs, which may arise from a civil suit, as long as the state police officer was acting within the scope of his duties at the time of the incident. Legal fees for private counsel for the officer will be paid only if the attorney general has stated in writing that a conflict of interest would exist if he were to defend the case. (Public Act 73-617, and Section 29-8a, Conn. Gen. Statutes)

**ILLINOIS:** (Covers local police, as well as sheriffs, in the state code) Illinois has extensive protection of law enforcement officers, but essentially the statutes say that in a city of over 500,000 population, the municipality indemnifies the police officer for any judgment against him, except in cases of willful misconduct on his part. Municipalities of less than 500,000 population shall provide the same protection but with a \$50,000 limit to cover both defense and judgment costs. Sheriffs are indemnified for \$50,000, but this is to be paid by the counties. In no case will punitive damages be paid. Neither is the jurisdiction liable for injury caused by any libelous or slanderous actions. Insurance may be purchased with public funds for the above coverage. (Illinois Revised Statutes 1973; Chapter 24, 1-4-5; and 1-4-6; Chapter 34, 301.1; Chapter 85, 1-101. - 10-101.)

**MARYLAND:** (Covers state employees, county and deputy sheriffs.) Any state employee, which, in Maryland, includes county sheriffs and deputy sheriffs, may be represented by the Attorney General's office. The officer may, however, employ private counsel at his personal expense. Prior to undertaking the defense, the Attorney General shall investigate the facts upon which the suit is based. If the defendant is thought to be negligent, or insured by a carrier who provides legal defense, the Attorney General may decline to represent the officer. Should the Attorney General elect not to defend the officer, and the officer is found to have been within his employment scope, the state will reimburse the defendant's legal costs. The Attorney General's decision not to defend is not admissible as evidence. In every action, the jury shall return a special verdict as to whether the officer was within his duty at the time of the incident. If he is found negligent, the state is not



required to pay a settlement. The Attorney General may demand reimbursement only if information provided by the officer is incomplete, false or misleading. The Attorney General may compromise a judgment on any suit if agreeable to the defendant. If it is not agreeable, he may withdraw his defense. If the court finds any suit was instituted in bad faith or without substantial justification, the plaintiff may be required to pay court and attorney fees for the defendant. (Annotated Code of Maryland, Article 32A)

MICHIGAN: Governmental agencies are authorized, but not required, to pay for or furnish defense services and pay, settle, or compromise a judgment as long as the officer was acting within the scope of his employment. The governmental agency is also authorized to pay for insurance out of current funds. The insurance may be through endorsement, if a special policy is not available. The existence of any liability insurance policy is not a waiver of defense otherwise available to the governmental agency in defense of the claim. (Michigan Compiled Laws, 691.1407 - 691.1413)

NEW JERSEY: (Pertains to state and public employees) In New Jersey there is no distinction made between law enforcement personnel and any other state employee. The New Jersey Tort Claims Act provides for the defense and indemnification of the employee found to have acted within the scope of his duties. A fund has been established from which payment may be made if a settlement is claimed. Public employees below the state level are treated much the same except they do not have access to the fund. Localities do have the power to indemnify, and, according to the deputy attorney general, most New Jersey municipalities and many counties provide this protection through liability insurance. (N.J.S.A. 59:1-1 et seq., 59:10A1 et seq., 59:10-1 et seq., 59:10-2, 59:12-1, 59:10-4)

NEW YORK: All state employees are indemnified against loss as long as the act which brought about the suit was not willful. The Attorney General may assume control of the case. All cities over 1,000,000 population shall also be liable for and indemnify any police officer, both on and off duty, provided he was acting within the scope of his duties at the time of the incident. (New York Public Officers Law, Sec. 17; NY Gen. Mun. Law, Sec. 50-c and 50-j)

NORTH CAROLINA: The state shall provide for the defense of state employees provided that the employee was acting within the scope of his employment, that defense action by the state will not create conflict of interest and is in the best interest of the state. Counsel may be through the Attorney General, other employed counsel, an insurance company, or local municipality. The state shall pay any judgments or compromises up to \$20,000. (N.C.G.S., Article 31A, 143-300.2 - 143-300.5, and 143-300.6)

PENNSYLVANIA: Pennsylvania has two insurance policies for Commonwealth employees. The first is a policy with the Gulf Insurance Company which indemnifies Commonwealth employees against personal liability, including liability under the Federal Civil Rights Act. The other policy through the Houston Insurance Company, is for the Pennsylvania State Police and covers for false arrest, malicious prosecution, etc.

Nearly all litigation which involves the law enforcement officers of the Commonwealth and which is not covered by insurance is handled by the Department of Justice. Court costs are not borne by the defendant except in cases when he clearly acted outside the scope of his employment.

**UTAH:** Any public officer who desires the public entity to defend him shall request the entity to do so in writing within ten days after service of process of a claim. The public entity will defend him and pay any judgment so long as the officer was acting within his duties at the time of the incident in question. The entity is not authorized to pay any punitive damages. If the public entity pays all or part of a judgment, it may recover the amount paid if it is determined the employee acted, or failed to act, due to gross negligence, fraud or malice. (1974 Interim Supp. to Utah Code, 63-48-6 - 63-48-7.)

**WISCONSIN:** (Covers only state employees) At the request of the head of any department of state government, the Attorney General may appear for and defend any state officer or employee of the department for any act growing out of or committed in the lawful course of the officer's or employee's duties. The Attorney General may compromise and settle such action as he may determine to be in the best interests of the state. (Chapter 333, Laws of 1973, State of Wisconsin, Section 165.25 (6))

In Florida, the Attorney General has proposed an "Off-Duty Policeman's Samaritan Act", designed to make an off-duty law enforcement officer who renders aid at the scene of an emergency not liable for any civil damages which may result from his actions:

Congressman Richard H. Ichord of Missouri has introduced legislation in Congress which is intended to reduce the number of suits, most of which he feels are frivolous, filed against lawmen for activities exerted in performance of their official duties by requiring plaintiffs to post a surety bond in any such suits brought before Federal Court.<sup>1</sup> According to Mr. Ichord, this legislation is "especially urgent in view of the fact that this type of frivolous suit is becoming a popular approach by radicals, criminals and others who strive to disrupt the law enforcement apparatus."<sup>2</sup>

<sup>1</sup>U.S. House Resolution 651 to amend the Judiciary and Judicial Procedure Act of 1948, 93rd Congress.

<sup>2</sup>News release of Congressman Ichord, January 4, 1973.

The Records Administration Office of the U. S. Courts show 8,267 cases involving Section 1983 of Title 42 of the United State Code were filed in 1971, a 700% increase since 1967.<sup>1</sup> The proposed legislation requires that a surety bond be posted "conditioned on payment to defendants of reasonable costs of investigation and legal fees for defending such actions."<sup>2</sup> (This legislation, however, raises the question of fairness toward those who feel they have a legitimate claim against an officer but do not win the suit.)

#### Views of Virginia Law Enforcement Officers

Law enforcement officers in Virginia strongly support the idea of insurance to protect them against civil suits. The general feeling<sup>3</sup> is that insurance would give the officer a sense of security in performing his duties to the best of his ability and without hesitation when immediate action is called for. The majority feel that while an officer should not be made immune from civil suit he should be protected or indemnified in some manner.

There are, however, a number of lawmen who share the view of one metropolitan police chief who feels that a "good samaritan law" is needed which would recognize the vulnerable environment of the officer's working conditions and would free him from personal liability; thereby encouraging him to move actively to intervene in social crises.

Many law enforcement officers endorse the concept of a statewide insurance policy. They feel the overall premium rate would be low enough to be acceptable to even the smallest localities with limited financial capabilities.

<sup>1</sup>News release of Congressman Ichord, January 4, 1973.

<sup>2</sup>H.R. 651

<sup>3</sup>Based upon telephone conversations with every police and sheriff's department in the state and replies to letters of opinion inquiry sent out by the Commission staff.

Among those departments which are not insured, a number responded that they had attempted, without success, to persuade their localities to purchase this insurance for them.

#### Insurance Coverage of Virginia Law Enforcement Officers

Title 52, Section 7 of the Code of Virginia requires that police officers appointed by the Superintendent of State Police post a surety bond for \$75,000. In lieu of a bond, the officer may carry adequate liability insurance. Title 46.1, Section 39 makes the same requirements of police officers appointed by the Commissioner of the Division of Motor Vehicles. Of the seven state agencies which have limited law enforcement responsibilities, only the Enforcement Division of the State Corporation Commission and the Division of Motor Vehicles carry a surety bond. The other five divisions carry insurance.

The Virginia State Police are insured through a special liability policy written by the Royal Indemnity Company as an endorsement which provides \$75,000 coverage per person per incident. Although this policy does not cover for injury, death or damage caused by an automobile, it does cover for liability due to police dogs. Currently, over 1100 employees are covered at a yearly premium rate of approximately \$20 each. While many claims have been made on this policy for defense costs, no plaintiff has ever been awarded a settlement. The State Police have carried this policy for approximately 20 years. It was written especially for them because they were carrying another general liability policy with the Royal Indemnity Company previously. There seems to be some concern that the company will not renew the policy because of the dramatic rise in claims in recent years.

The Law Enforcement Division of the Alcoholic Beverage Control Board is covered through the Firemen's Fund of the American Insurance Company for \$100,000. This is a general liability policy which covers all ABC employees, not just law enforcement officers. With the advent of self-service stores, it was felt advisable to insure everyone for all types of liability. Therefore, this policy covers over 1,600 employees.

The State Fire Marshal's Division of the State Corporation Commission is insured through the Hartford Insurance Company for \$300,000 basic coverage with an excess, or umbrella, coverage of \$1,000,000.

The Law Enforcement Division of the Commission on Game and Inland Fisheries has its policy through a personal injury liability endorsement by the Home Insurance Company. At an annual premium rate of approximately \$1,800 per year, it gives coverage of \$250,000 per person aggregate and \$1,000,000 general aggregate. This policy appears to have been used on two occasions. One, a false arrest suit, was settled for \$1,000 humiliation damages and \$1,000 punitive damages in the Supreme Court. The other was dismissed in Circuit Court.

According to a telephone survey of all departments conducted by Commission staff in March, 1975, 50% of the police departments and 60% of the sheriffs' departments were covered by some type of civil liability insurance. In a written survey conducted by the Virginia Association of Chiefs of Police of its membership in August, 1975, 78%, or 43 departments out of the 57 which replied, said their agency was covered by false arrest and/or liability insurance. According to recent contact with many of the departments who were uninsured as of March, 1975, we found that a number of departments have either obtained some type of insurance or are investigating that possibility.

Of the municipal police and sheriffs' departments that do carry insurance, two policies are by far the leading insurers. A large majority of the 69 insured sheriff's departments carry policies through their memberships in the National Sheriffs' Association.<sup>1</sup> This insurance policy, titled "Law Enforcement Comprehensive Professional Liability Policy", is underwritten through the Appalachian Insurance Company of Providence or the affiliated FM Insurance Company. The policy is available only to members of the National Sheriffs' Association.

<sup>1</sup>See Charts II and IV.

The overwhelming popularity of the NSA policy among the Virginia sheriffs' departments may be directly attributed to its high visibility through advertising to members of the NSA as well as the knowledge that the state will pay two-thirds of the premium costs on this policy. The State Compensation Board pays two-thirds of operating costs of the sheriffs. According to the director of the Board, it was decided that since most departments are members of the NSA that the Board should also pay two-thirds of the premium for this optional insurance. Note, however, that NSA membership is not automatic, as neither is the insurance.

Police departments, on the other hand, seem to have gravitated to a policy underwritten by the American Home Assurance Company of New York.<sup>1</sup> This "Police Professional Liability Insurance Program" administered under a contract with the James F. Jackson and Associates, of Woodbine, Maryland, and Irby Seawell Company, Incorporated of Atlanta, Georgia, is again widely advertised but, unlike the NSA policy, it is available on an open basis with no special membership requirements. This policy is available on an agency basis, and cannot be subscribed to by individual officers.

Four police departments responded that they carried liability insurance through the American Federation of Police. However, the AFP does not offer liability insurance, but does have a Legal Assistance Fund to which members of the Federation may subscribe.

Of the other insurance policies carried by both police and sheriffs' departments, most of them appeared to be endorsements to existing general liability policies covering all municipal or county employees.<sup>2</sup> Still others appear to be written on a limited basis as special policies.<sup>3</sup>

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<sup>1</sup>See Charts I and IV.

<sup>2</sup>Policies written by the Traveler's, Nationwide, Hartford, Aetna, Home Insurance, Farm Bureau and Lincoln Life Companies.

<sup>3</sup>Through Southside, Great American. Insurance of North America, Minnesota Mutual, American Home Insurance and Home Indemnity.

### Available Insurance Protection

In investigating the insurance policies that are available to law enforcement officers, a number of questions arise that would need to be dealt with by any reliable insurance company. Among these questions are:

1. The total coverage allowed for each person involved, each occurrence, and as an overall aggregate.
2. Whether the insurance would provide legal defense; whether it would supply its own lawyer and pay court costs.
3. Are punitive damages covered? What are the other inclusions and exclusions in the policy?
4. Would it protect an insured person who may be named as a co-defendant for acts or omissions of other law enforcement officers under his control?
5. How would the policy provide for:
  - False arrest, imprisonment and detention
  - Assault and Battery
  - Malicious prosecution
  - False, erroneous or improper service of process
  - Wrongful eviction
  - Wrongful entry
  - Libel and slander
  - Defamation of character
  - Humiliation
  - Invasion of privacy
  - Deprivation of civil rights
  - Violation of property rights
6. Whether the policy could be written on an individual basis, or whether it is available only on a departmental basis.
7. Would the policy pay expenses of the insured including loss of wages incurred at the insurance company's request?

### Coverage Offered by Policies

A comparison of insurance policies carried by Virginia law enforcement is made here on the basis of a number of policies which were sent to us by police and sheriffs' departments carrying such policy.

#### Punitive Damages

None of the insurance policies available to us covered punitive damages. It was the opinion of insurance representatives with whom we discussed this matter that no insurance company would write a policy to cover punitive damages.

### Legal Expenses

All the insurance policies available to us stipulated specifically that it would be the right and duty of the insurance company to defend insureds. None would pay legal fees of an attorney of the insured's choice. The False Arrest Legal Defense Fund which is available through the American Federation of Police is not an insurance policy, but a fund which will assist in the paying of legal fees associated with false arrest suits. It will pay between \$100 and \$1,000 in legal fees based upon the case and years of membership in the fund.

### Criminal Acts

Both the National Sheriffs' Association policy and the Police Professional Liability policy (American Home Assurance) will defend allegations of criminal acts and will provide defense in the event of a suit for punitive damages. However, they will not pay the actual punitive damages nor will they pay damages for intentional criminal acts.

### Limits of Liability

The Police Professional Liability Insurance Program (American Home Assurance) lists seven levels of liability coverage from \$5,000 per person / \$25,000 per occurrence up to \$500,000 per person / \$1,000,000 per occurrence. The National Sheriffs' Association policy offers only two levels of liability limits. One being \$100,000 per person with \$300,000 per occurrence, the other being with the addition of \$1,000,000 — \$1,100,000 per person with \$1,300,000 per occurrence. (In order for sheriffs' departments to obtain this additional \$1,000,000 coverage, the entire unit of government in that locality would have to be insured under the policy).

At the time of our survey some 20 police departments were insured for at least \$1,000,000. At least 17 police departments carry coverage of \$100,000 per person and \$300,000 per occurrence. At least six departments carry coverage of \$50,000 per person and \$100,000 per occurrence. When we surveyed the sheriffs' departments some 50 to 60 departments are insured through the National Sheriffs' Association for \$100,000 per person and \$300,000 per occurrence. As far as we are aware, none of these departments have the additional \$1,000,000 coverage. There are at least four sheriffs' departments in the state which are covered for \$1,000,000; these departments carry policies through the AHA and Hartford Company.

Of the suits against police officers in Virginia which have come to attention of the Commission, there have been at least four which have been for \$1,000,000 or more. Two of these are pending currently.

We are of the opinion, after talking with people in the insurance business and others, that liability limits of \$100,000 / \$300,000 are the minimum adequate limits. We could say that limits of \$100,000 / \$300,000 have been adequate in the past, but for the future they would be the minimum adequate limits. Limits of \$250,000 / \$500,000 would probably be a medium coverage and limits of \$500,000 / \$1,000,000 would be the best possible coverage that a law enforcement officer could get. Of course one must keep in mind that each situation and each law enforcement department is different. The policy of the State Police with \$75,000 limit has certainly been adequate and there is no indication that it will not continue to be so. However, that is not to say such a policy would be suitable for other departments.



### Major Exclusions

American Home Assurance - Will not pay for damages arising from the willful violation of a statute or ordinance, or for any damages from use of boats, cars and airplanes. Neither will it pay for any liabilities under any workman's compensation or similar law or contract (does not expressly mention punitive damages).

American Home Insurance - Excludes payment of settlements from willful violation of the law and any liability assumed under a contract or agreement (does not expressly mention punitive damages).

National Sheriffs' Association Policy - will not pay liability due to contracts or agreements, cars, boats, planes, workmen's compensation, etc. Neither does it cover liability due to wars or riots, employment relations, punitive damages or to claims against the insured for acts or omissions against another officer unless that officer is also insured.

### Payment of Lost Wages

Both the NSA and AHA policies provide that a law enforcement officer can receive money from the insurance company for actual loss of wages or salary because of his attendance at a hearing or trial at the request of the insurance company. NSA will pay "reasonable expenses incurred by the insured at the company's request including actual loss of wages or salary ... not to exceed \$25 per day because of his attendance at hearings or trials at such request." The AHA will pay under the same circumstances up to a maximum of \$50 per day. In the policy of the State Police, the company will reimburse the insured for any expense other than loss of earnings incurred at the company's request.

### Insured Named as Co-defendant for Acts of Other Officers Under His Control

The NSA is the only policy available to us which addresses this question. That policy insures co-defendants so long as the other officer is insured.

### Other Coverage

Both the NSA and the AHA include coverage for false arrest, assault and battery, false imprisonment, malicious prosecution, false or improper service of process. In addition the AHA lists libel, slander, defamation of character, and violation of property rights. Even though NSA does not include those last items for coverage that policy contains a catch-all phrase which says in addition to the first mentioned items, such as false arrest, the company will pay all sums which the insured shall become legally obligated to pay as damages because of "other claims growing out of the performance of his duties of law enforcement officers." The AHA policy even though it lists the additional items to be covered for, it likewise has a catch-all phrase which says it will pay for any damages because of "deprivation of any rights, privileges or immunities secured by the Constitution and the laws of the United States of America or Canada for which law enforcement officers may be held liable..."

### Costs of Insurance

Unfortunately, a precise cost comparison of the various policies is impossible to compute. An insurance company with varying premium rates would

have to examine each locality on an individual basis before it could quote a rate. We discovered that most companies do not eagerly undertake this chore when there is no indication the locality will definitely insure with any company. Most insurance companies require that they be allowed to review the history of claims of the departments before citing premiums. Without access to these histories most companies cannot give a definitive statement.

However, based upon study of current policies, and talking with insurance representatives, we have found that coverage is available at a rate of approximately \$20 - \$60 per person per year for limits of liability of approximately \$100,000 per person and \$300,000 per occurrence. The exact cost would depend upon number of persons covered, type of personnel covered, and whether the policy is a separate one or an endorsement to a general liability contract. Cost figures for several policies used in Virginia are listed below:

National Sheriffs' Association Policy

For limits of liability of \$100,000 per person and \$300,000 per occurrence the cost per person per year is \$55 for a Class A officer (high hazard officer); \$25 for a Class B officer (correctional officer, process server, etc.); and \$5 for Class C personnel (other personnel).

The limits of liability can be extended by \$1,000,000 to provide for \$1,100,000 coverage per person and \$1,300,000 coverage per occurrence if all members of the unit of government are insured under this policy. The cost of extended coverage is 20% of the total premium of the group or \$500, whichever is the greater amount.

In addition to the above rates a \$7.50 administrative fee is charged for each person insured. Membership in the NSA, annual dues are \$15 for agency heads and \$10 for other officers, is required in order to subscribe to the policy.

American Home Assurance Company

For Class A officers, employees who exercise the power of arrest, the costs are as follows:

<u>Annual Rate Per Officer</u>	<u>Limits of Liability</u>	
	<u>Per Person</u>	<u>Per Occurrence</u>
\$59.00	\$100,000	\$300,000
\$62.00	\$250,000	\$500,000
\$65.00	\$500,000	\$1,000,000

The cost for Class B, which applies to personnel whose principal duties do not involve arrest but include, but not limited to, process serving and other duties involved with civil procedures, is 50% of the cost of Class A coverage listed on the previous page.

Coverage for Class C employees, all other personnel not included in Class A or Class B can be obtained for 10% of the above listed cost for Class A coverage.

This company has a minimum charge of \$100 per year for providing professional liability insurance to any organization.

#### Royal Indemnity Company

The Royal Indemnity Company insures the State Police for civil liability for approximately \$20 per officer per year. The policy has a liability limit of \$75,000 per person per occurrence. Their policy offers good coverage in terms of items covered and the cost is low for a number of reasons. One being that this policy is an endorsement of a general liability policy which the State Police carries. Another reason is the very fine reputation which the State Police enjoy across the state for being highly trained, highly qualified, etc.. A number of claims have been made on this policy for defense costs; however, to date no plaintiff has ever been awarded a settlement under this policy.

#### Home Insurance Company

The Enforcement Division of the Commission of Game and Inland Fisheries carries a policy with this company which is an endorsement onto a general liability policy carried by the Commission. It offers limits of liability of \$250,000 per person aggregate and \$1,000,000 general aggregate. The cost of their policy is approximately \$20 per person per year for the endorsement.

#### American Federation of Police Legal Assistance Fund

This is not an insurance policy but a false arrest legal defense fund whereby one who is sued for false arrest will be granted financial assistance of \$100 - \$1,000 for fees; the amount would be based upon the case and years of membership in the fund.

The cost of membership in the fund is \$15 per year in addition to AFP membership dues of \$16.00 per year.

#### Estimated Costs Through Other Companies

One insurance policy to cover all law enforcement in the state, estimated at some 8,000 officers, could be obtained at a cost of approximately \$10 - \$15 per officer per year, we were told by insurance representatives. However, in order to have all officers under one policy at that cost, there would have to be a limit of \$500,000 as an annual aggregate,<sup>1</sup> with other limits at \$100,000 per person and \$300,000 per occurrence. The same policy with identical limits

<sup>1</sup>One should bear in mind there are currently a number of suits pending in Virginia for twice that annual aggregate amount.

of liability, including the annual aggregate figure, to cover fewer officers, such as 600 officers or any group smaller, would cost approximately \$50 - \$75 per officer per year.

#### Conclusion

When Wayne LaFave studied police departments in Michigan, Kansas and Wisconsin in 1956 and 1957,<sup>1</sup> he found that police officers were relatively unconcerned about tort action. However, he did note that more suits were being threatened in recent years. The ambiguity of tort liability, citizens' sympathy for the police and uncertainty of monetary recovery dissuaded many would-be plaintiffs from filing civil suits.

Since LaFave's study, however, many of the inducements not to litigate have been wiped out. The question of whether liability is limited to instances where the plaintiff has actually suffered a consequence of a violation of his civil rights was answered by the U. S. Court of Appeals on January 10, 1975.<sup>2</sup> That suit brought under 42 U. S. C. §1983<sup>3</sup> sought recovery for an allegedly wrongful arrest and imprisonment by State Police officers. The Court rejected the officers' argument that constitutional rights are not deprived unless the deprivation is aggravated through excessive force or some means of detention. Judge Russell wrote that "there is no warrant for any separation of constitutional rights into redressable rights and non-redressable rights of major and minor unconstitutional deprivation."<sup>4</sup>

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<sup>1</sup>Wayne R. LaFave, Arrest: The Decision to Take a Suspect into Custody, (Little, Brown) 1965, pp. 411-435.

<sup>2</sup>Pritchard v. Perry, 508 F.2d 423 (4th Cir. Ct.) Decided January 10, 1975.

<sup>3</sup>The vast majority of civil action against law officers is brought under this 1871 civil rights act which reads:

"Every person who, under color of any statute, ordinance, regulation, custom, or usage, of any State or Territory, subjects, or causes to be subjected, any citizen of the United States or other person within the jurisdiction of it to the deprivation of any rights, privileges, or immunities secured by the Constitution and laws, shall be liable to the party injured in an action at law, suit in equity, or other proper proceeding for redress."

<sup>4</sup>Pritchard v. Perry, 508 F.2d 425

Sources of monetary recovery, also uncertain in 1956, have been made more available through state statutes, liability insurance or other special funds. For example, the Detroit Police Benevolent Association has a fund specifically created to pay judgments, as does the Policeman's Protective Association in Milwaukee and the Peace Officer's Research Association of California.

It is difficult to say for certain whether or not jury sympathy for the police officer is waning. The rising number and higher amounts of settlements against the officer would indicate that it is shrinking,<sup>1</sup> even though the majority of cases are still dismissed or settled in the defendant's favor. This may in part be due to the fact that the jury, or the judge has access to the plaintiff's past record and usually is familiar with his reputation. Ed Cray, in *The Enemy in the Streets: Police Malpractice in America*, (Anchor: New York), 1972 suggests that the plaintiff may be standing trial as a convicted criminal which is certain to affect the way a jury views the case (p.17). A new twist may turn litigation into a two-way street when two Nassau County, New York, policemen were awarded \$12,000 damages for injuries they received while arresting a man suspected of selling liquor to school children.<sup>2</sup>

Within the past two decades, Americans have been growing more and more suit conscious as far as violations of civil rights are concerned. A glance through court records will show an overwhelming number of suits ranging from allegations of racial discrimination to violations of First Amendment freedoms. Recently the tremendous number of medical malpractice suits was crippling the medical profession, with the result that many doctors were refusing to work except in grave emergencies. Conceivably the police could

<sup>1</sup>See cases noted on page 7 in Survey of Police Misconduct Litigation 1967-1971 conducted by the International Association of Chiefs of Police, published by the AELE.

<sup>2</sup>Crime Control Digest, February 17, 1975, p.7.

be next; they could decide it isn't worth the risk and refuse to protect society.

Due to the unique nature of law enforcement, the responsibility required and demands made of them in order to protect the public, we believe law enforcement personnel should be free of the threat of personal financial loss which could be incurred on an individual basis as a result of their executing the responsibilities of their office. In order that law enforcement may perform their duties to the best of their ability, we feel they should not personally bear responsibility for the consequences of their upholding the law for the Commonwealth of Virginia, with very important exceptions.

The Commission found that there is a need in Virginia to insure or indemnify law enforcement officers against civil suits. We found adequate insurance coverage to be available at a reasonable cost. In addition to professional liability insurance, there are a number of options available and adaptable to individual needs and circumstances.

#### Recommendations

The Commission recommends that local jurisdictions insure or indemnify their law enforcement personnel against all loss so long as the act which brought about the suit was within the scope of their law enforcement duties, with these specific exceptions:

1. A loss incurred as a result of a criminal act
2. Activities of the individual not carried on in his professional capacity as a law enforcement person
3. For any loss based upon or attributable to a person gaining in fact any personal profit or advantage to which they are not legally entitled.

4. If a judgment or final adjudication of any action brought against the individual shall be based on a determination that acts of fraud or dishonesty were permitted by the personnel
5. For any liability assumed by the individual under any written contract or agreement
6. For punitive damages

Law enforcement personnel should be defended against or reimbursed for expenses in defending themselves against the accusation of a criminal act; however, once it is determined that a criminal act was committed, then all future obligation to that individual should cease.

Some have suggested that the state purchase insurance coverage for all law enforcement officers in the state. However, the subcommittee does not believe that to be the most practical solution. The state provides liability coverage for the State Police. Additionally, the state, through the Compensation Board, will pay two-thirds the cost of liability insurance coverage for sheriffs and deputy sheriffs. As was pointed out previously, in order to insure all officers under one policy at a low rate, the policy would of necessity have an inadequate limit for an annual aggregate sum. We were informed by insurance representatives that it would not be feasible at this point to attempt to develop one policy which would cover all law enforcement officers which the localities could buy into; different localities would want different levels of coverage and individual items included to fit local needs.

Localities can provide protection to law enforcement in a number of ways. Some options are listed below:

1. An individual subdivision could self-insure their commitment and pay any legal defense charges or awards made against the law enforcement personnel out of a general fund or an appropriation. Some municipalities perhaps would provide this defense from their internal

legal staff and then pay judgments out of a general fund if a judgment be rendered.

2. The individual municipality could purchase insurance through various contracts which are currently available in amounts which they deemed appropriate to their needs. Both the National Sheriffs' Association policy underwritten by the Appalachian Insurance Company of Providence or the affiliated FM Insurance Company and the Police Professional Liability Insurance Program underwritten by the American Home Assurance Company of New York are readily available and at reasonable prices.
3. Another form of insurance can be obtained by an individual municipality's adding their employees as additional insureds to their comprehensive general liability contract. This will afford the same protection to the individual as it afforded to the municipality. Insurance companies will generally charge 5% -15% of the cost of the municipality's insurance program for adding employees to their contract as additional insureds. However, it should be pointed out that adding employees as additional insureds to a general liability contract is a stop-gap measure. It is better than no coverage at all, but it does not replace professional liability insurance. A professional liability insurance contract is significantly broader in coverage than an endorsement would be; it adds specific perils which would not be covered in an endorsement. Although an endorsement is not the best type coverage to have, it would be a real possibility for localities who currently have no coverage.
4. Municipalities, depending upon their size, might consider purchasing an insurance program and use deductibles somewhere in the range of



\$25,000 to \$100,000. This would decrease the cost of the insurance program. As an example, a municipality, depending upon its financial capabilities, might choose a \$50,000 deductible to an insurance policy. The municipality would then pay the first \$50,000 of any defense or judgment costs incurred in any one year and it would be insured to pay any loss above \$50,000 up to a limit of say \$1,000,000. Apparently there are many combinations available to suit individual needs.

The approaches mentioned above should pay for the cost of legal defense and judgments rendered against individuals as a result of damages which they caused others as a result of their committing a negligent act in the following manner:

- Bodily Injury
- False Arrest
- Imprisonment and Detention
- Assault and Battery
- Malicious Prosecution
- False, Erroneous or Improper Service of Process
- Wrongful Eviction
- Wrongful Entry
- Libel / Slander
- Defamation of Character
- Humiliation
- Invasion of Privacy
- Deprivation of Civil Rights
- Violation of Property Rights.

The Crime Commission strongly urges all municipalities which have not done so to develop a plan of insurance or indemnification against civil suits for their law enforcement personnel.

CHART I

INSURANCE COVERAGE OF POLICE DEPARTMENTS  
MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE		SUITS
			COVERAGE	
			\$500,000 - P	
Abingdon	Clifton Agency		\$1,000,000 - 0	-
Alberta	Hartford		\$300,000	-
			\$50,000 - P	
Alexandria	AHA		\$100,000 - 0	
Altavista	AHA			-
Amherst	AHA		\$1,000,000	S-D (1) - not covered by insurance
Appalachia	Aetna		\$1,000,000	-
			\$100,000 - P	
Appomattox	NSA		\$300,000 - 0	-
			\$500,000	
Arlington Co.	AHI		\$250,000 - PD	-
Ashland	none			-
	Covered under general policy of Bassett Industries			-
Bassett				-
Bedford	AHA		\$300,000	-
			\$100,000 - P	
			\$300,000 - 0	-
Berryville	Blue Ridge Agency		\$1,000,000 - A	
Big Stone Gap	none			-
Blacksburg	none			-
			\$250,000 - P	
Blackstone	AHI		\$500,000 - 0	-
Bluefield	AHA		\$20,000	-
Boones Mill	(under jurisdiction of Franklin County sheriff)			
Bowling Green	none			-
Boyce	none			-
			\$100,000 - P	
Boydton	NSA		\$300,000 - 0	-
Bovkins	AHA			-

POLICE DEPARTMENTS

MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE COVERAGE	SUITS
Bridgewater	none		-
Bristol	none		-
Broadway	NSA	\$100,000 - P \$300,000 - O	-
Brodnax	(unable to contact)		
Brookneal	none		-
Buchanan	none		-
Buena Vista	none		DIS (1) - on appeal, handled by Com. Attorney
Burkeville	none		
Cape Charles	bonded only	\$5,000 (chief covered under own policy)	-
Cedar Bluff	none		-
Charlottesville	none		S-D (2); P (1)-city paid attorney fees
Chase City	NSA	\$100,000 - P \$300,000 - O	-
Chatham	AHA	\$500,000 - P \$1,000,000 - O	-
Cheriton	(under jurisdiction of Northampton County)		
Chesapeake	Hartford	\$300,000 - A \$1,000,000 - U	DIS (1) - \$750,000 city paid attorney fees
Chesterfield Co.	bonded only		DIS (1) - in Supreme Court
Chincoteague	none		-
Christiansburg	none		DR (1); DIS (1); at- torney hired by town
Clarksville	Great American	\$1,000,000	-
Clifton	(under jurisdiction of Fairfax County)		
Clifton Forge	none		-
Clintwood	none		P (1) - first hearing will be in March
Coeburn	yes		DIS (1)

POLICE DEPARTMENTS

MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE COVERAGE	SUITS
Colonial Beach	none		DIS (1) - \$600,000 sought
Colonial Heights	AHA	\$50,000 - P \$100,000 - 0 \$50,000 - P	-
Courtland	AHI	\$100,000 - 0	-
Covington	AHA	\$100,000 - P \$300,000 - 0	-
Craigsville	(no police force)		
Crewe	none		-
Culpeper	AHA	\$300 000	-
Damascus	AFP		-
		\$100,000 - P \$300,000 - 0	
Danville	Hartford	\$1,000 000 - U	S-D (1) \$1995.57 P (1) \$1,000.000
Dayton	Erie Insurance	\$25,000 - PD \$200,000 -BI	-
Dendron	none		-
Dillwvn	none		-
Drakes Branch	(under jurisdiction of Mecklenburg County)		
Dublin	bonded only		-
Dumfries	Home Indemnity	\$500,000	DR or DIS (several)
Edinburg	AFP		-
Elkton	Aetna	\$100 000 \$100,000 - P	P (1) looks favorable for police
Emporia	NSA	\$300 000 - 0	-
Exmore	none		-
Fairfax Co.	Appalachian Ins. Co.	\$750,000 - P \$1 000 000 - 0 \$500,000 - P	DR, DIS or S-D (several)
Fairfax City	AHA	\$1,000.000 - 0 \$50,000 - P \$100,000 - 0	P (1)
Falls Church	Minnesota Mutual	\$300.000 - A	P (1)

POLICE DEPARTMENTS  
MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE		SUITS
			COVERAGE	
Farmville	AHA		\$100,000 - P \$300,000 - 0	-
Fieldale	bonded only			-
Floyd	none			-
Franklin	none			-
Fredericksburg	AHA		\$100,000 - P \$300,000 - 0	-
Fries	(unable to contact)			-
Front Royal	AHA		\$500,000 - P \$1,000,000 - 0	-
Galax	none			-
Glade Spring	bonded only		\$5,000	-
Glasgow	Great American		\$100,000 - P \$300,000 - A	-
Glen Lyn	none			-
Gordonsville	none			-
Gretna	bonded only			-
Grottoes				-
Grundv	none			S (1) out-of-court
Hamilton	(under jurisdiction of Loudoun Co.)			
Halifax	INA		\$100,000	-
Hallwood	(under jurisdiction of Accomack Co.)			
Hampton	individual policies		varies	DIS or S-D several
Harrisonburg	none			DR (1) - \$100,000
Henrico Co.	Leatherby Ins.		\$150,000 - P \$300,000 - 0	S-D (several)
Herndon	U. S. Fire Insurance		\$1,000,000	

POLICE DEPARTMENTS  
MARCH 1975

DEPARTMENT	COMPANY	INSURANCE COVERAGE	SUITS
Hillsville	none		-
Honaker		\$50,000 - P	
Hopewell	Western World	\$100,000 - O \$300,000 - A	
Hurt	none		-
Independence	Traveler's	\$300,000	-
Iron Gate	none		-
Jarratt	(under jurisdiction of Greensville County)		
Jonesville	none		-
Keller	(no police department at present)		
Kenbridge	none		-
Kilmarnock	(under jurisdiction of Lancaster County Sheriff)		
La Crosse	none		-
Lawrenceville	Southside Insurance		-
Lebanon	none		
Leesburg	Mort Clemons Co. and AFP		-
Lexington	none		-
Louisa	NSA	\$100,000 - P \$300,000 - O	-
Luray	none		
Lynchburg	AHA	\$100,000 - P \$300,000 - O	-
Manassas	AHA	\$500,000 - P \$1,000,000 - O	S-P (2) S, DIS, DR - several
Manassas Park	AHA	\$500,000 - P \$1,000,000 - O	-
Marion	none		-

POLICE DEPARTMENTS

MARCH 1975

DEPARTMENT	COMPANY	INSURANCE COVERAGE	SUITS
		\$50,000 - P	
Martinsville	AHA	\$100,000 - 0	-
McKenney	Southside Insurance	\$100,000	-
Middleburg	NSA	\$100,000 - P \$300,000 - 0	-
Middletown	AHA	\$500,000 - P \$1,000,000 - 0	-
Mineral	(unable to contact)		
Mount Jackson	In process	\$300,000	-
Narrows	AHA	\$500,000 - P \$1,000,000 - 0	-
New Market	none		-
Newport News	none		DIS (3) Officer must arrange for, pay attorney
Norfolk	AHA	\$100,000 - P \$300,000 - 0	Numerous incidents but none S-P
Norton	yes	\$300,000	-
Occocuan	(under Prince William County)		
Onancock	none		-
Orange	none		-
Painter	(under jurisdiction of Accomack County)		
Parksley	none		-
Pearisburg	AHA	\$100,000 - P \$300,000 - 0	-
Pembroke	none		-
Pennington Gap	Nationwide Insurance		-
Petersburg	AHA	\$100,000 - P \$300,000 - 0	-
Phenix	(under jurisdiction of Charlotte County)		
Pocahontas	AFP		-
Poguosan	none		-



POLICE DEPARTMENTS

MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE		SUITS
			COVERAGE	
Portsmouth	AHA	\$500,000 - P	\$1,000,000 - 0	S-D (1) - \$1,000; P (1) \$1,000,000 + punitive
Pound	Nationwide	\$15,000		-
Prince William	AHA	\$500,000 - P	\$1,000,000 - 0	S-P (1) - \$2,500
Pulaski	AHA	\$500,000 - P	\$1,000,000 - 0	S (1) P (1)
Purcellville	Travelers	\$1,000,000		-
Quantico	(under Prince William County)			
Radford	(Chief has own)			-
Remington	NSA	\$100,000 - P	\$300,000 - 0	-
Rich Creek	Nationwide	\$100,000 - P	\$300,000 - A	
Richlands	none			S-D (1)
Richmond Bureau	yes			-
Roanoke	none			S-D (1)
Rocky Mount	none			
Rural Retreat	none			-
St. Paul	none			-
Salem	Hartford			-
Saltville	bonded only	\$1,000,000		-
Scottsville	NSA	\$100,000 - P	\$300,000 - 0	
Shenandoah	insurance dropped			-
Smithfield	none			DR (1)
South Boston	yes	\$25,000	\$100,000 - P	-
South Hill	Styvesant Insurance	\$300,000 - 0	\$500,000 - A	DIS (1)

# POLICE DEPARTMENTS

MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE COVERAGE	SUITS
Stanley	none		-
Stanleytown	none		-
Staunton	none	city pays if innocent	S-D (1)
Stephens City	none		-
Strasburg	none		-
Suffolk	Suffolk Insurance	\$100,000 \$300,000	DIS, DR or S-D (several)
Tangier	none		-
Tappahannock	AHA		-
Tazewell	AHA		-
Urbanna	none		-
Victoria	TNA	\$300,000	-
Vienna	(under Price William County)		
Vinton	none		-
Virginia Beach	Aetna	\$500,000 \$5,000,000	S-D (1); S-P (1) \$75 DR (1)
Wakefield	none		-
Warrenton	IACP (?)	\$500,000	-
Warsaw	Traveler's	\$300,000 - FI \$300,000 - BI \$100,000 - PD	-
Waverly	none		-
Waynesboro	Traveler's	\$50,000 - PD \$100,000 - BI \$300,000 - O	-
Weber City	none		-
West Point	none		-
White Stone	Utica Mutual	\$300,000 - BI \$25,000 - PD	-

POLICE DEPARTMENTS

MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE COVERAGE	SUITS
Williamsburg	none		-
		\$500,000 - P	DIS (1) \$10,300,000
Winchester	AHA	\$1,000,000 - 0	attorney fees paid by city
Windsor	(under jurisdiction of Isle of Wight County)		
Wise	none		-
	(NPOA cancelled their policy, now have		
Woodstock	AFP		-
Wytheville	none		-

NSA-National Sheriffs' Association; AFP-American Federation of Police;  
 AHA-American Home Assurance; AHI-American Home Insurance; P-per person;  
 O-per occurrence; A-aggregate; BI-bodily injury; PI-personal injury;  
 PD-property damage; S-D-settled in defendant's favor; P-pending; DIS-  
 dismissed; DR-dropped; S-settled; S-P-settled in plaintiff's favor;  
 U-umbrella

## CHART II

## INSURANCE COVERAGE OF SHERIFFS' DEPARTMENTS

MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE		SUITS
			COVERAGE	
			\$100,000 - P	DIS (2) - \$120,000;
Albemarle	NSA		\$300,000 - 0	P (2)
Accomack	AHI		\$100,000	-
Alexandria City	Lincoln Life			-
			\$300,000 - P	
Allegheny	NSA		\$500,000 - 0	DIS; S-out-of-court
Amelia	none			
			\$500,000 - P	DR (6) never got
Amherst	AHA		\$1,000,000 - 0	to trial stage
			\$100,000 - P	
Appomattox	NSA		\$300,000 - 0	-
				S-\$500
Arlington	AHI		\$500,000	several DIS or DR
			\$100,000 - P	P-\$40,000
Augusta	NSA		\$300,000 - 0	P-\$40,000
Bath	none			-
			\$100,000 - P	
Bedford	NSA		\$300,000 - 0	-
Bland	none			-
			\$100,000 - P	
Botetourt	NSA		\$300,000 - 0	
			\$100,000 - P	
Bristol City	NSA		\$300,000 - 0	-
			\$100,000 - P	
Brunswick	NSA		\$300,000 - 0	-
			\$100,000 - P	
Buchanan	NSA		\$300,000 - 0	-
Buckingham	none			-
Buena Vista City	none			-
			\$500,000 - P	DR (2) no trial, did
Cambell	AHA		\$1,000,000 - 0	not notify ins. agent
			\$100,000 - P	
Caroline	NSA		\$300,000 - 0	-
			\$100,000 - P	S-D (2) never used
Carroll	NSA*		\$300,000 - 0	insurance
Charles City Co.	none			-
			\$100,000 - P	
Charlotte	NSA		\$300,000 - 0	-
Charlottesville				P-1;
City	none			others S-D

\* Each officer pays own insurance.

SHERIFFS' DEPARTMENTS

MARCH 1975

DEPARTMENTS	COMPANY	INS URANCE		S UITS
			COVERAGE	
Chesapeake City	Hartford		\$300,000 - 0 \$1,000,000 - U	-
Chesterfield	none			-
Clarke	none			-
Clifton Forge	none			-
Colonial Heights	none			-
Craig	none			-
Culpeper	NS A		\$100,000 - P \$300,000 - 0	Won by default
Cumberland	NS A		\$100,000 - P \$300,000 - 0	-
Danville City	none			S-D
Dickenson	none			P (1) - \$250,000 - all costs paid by depts. S-\$250,000 -
Dinwiddie	Southside			—
Essex	NS A		\$100,000 - P \$300,000 - 0	-
Fairfax	several companies			S-by county for several thousand
Fauquier	NS A		\$100,000 - P \$300,000 - 0	P; DIS; S-D (2)
Floyd	NS A		\$100,000 - P \$300,000 - 0	S-D (several)
Fluvanna	NSA		\$100,000 - P \$300,000 - 0	-
Franklin	Farm Bureau		\$300,000 \$500,000	
Frederick	NS A		\$100,000 - P	-
Fredericksburg	field depts. only		\$300,000 - 0	-
City	none			-
Giles	none			-
Gloucester	unsure			-
Goochland	Aetna			-
Grayson	NS A		\$100,000 - P \$300,000 - 0	P (1) - \$100,000 in Federal Court

# SHERIFFS' DEPARTMENT

MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE COVERAGE	SUITS
Greene	none		DR (1)
		\$100,000 - P	
Greensville	NSA	\$300,000 - 0	-
		\$100,000 - P	
Halifax	NSA	\$300,000 - 0	P (1)
Hampton City	with city		
		\$100,000 - P	
Hanover	NSA	\$300,000 - 0	S-D (1)
Henrico	none		-
		\$100,000 - P	
Henry	NSA	\$300,000 - 0	-
Highland	none		-
		\$100,000 - P	
Hopewell City	NSA	\$300,000 - 0	-
Isle of Wight	none		-
James City Co.	none		-
King George	none		-
King & Queen	none		-
		\$100,000 - P	
King William	NSA	\$300,000 - 0	DR (1)
		\$100,000 - P	DR (1) after
Lancaster	NSA	\$300,000 - 0	reaching Grand Jury DIS (1) spurred in- surance coverage
Lee	Nationwide	\$100,000	
		\$100,000 - P	
Loudoun	NSA	\$300,000 - 0	-
Louisa	none		DIS (1) deputies pay own attorney
Lunenburg	none		DR (1)
		\$50,000 - P	S (1) out-of-court
		\$100,000 - 0	prior to insurance
Lynchburg City	AHA	\$300,000 - A	coverage
		\$100,000 - P	
Madison	NSA	\$300,000 - 0	DR (1)
Martinsville City	Connecticut General indiv. policy-Sheriff has AFP		-
Mathews		\$100,000 - P	
Mecklenburg	NSA	\$300,000 - 0	-

# SHERIFFS' DEPARTMENTS

MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE COVERAGE	SUITS
Middlesex	none		-
Montgomery	NSA	\$100,000 - P \$300,000 - 0	DIS (1) covered by insurance
Nelson	none		-
New Kent	NSA	\$100,000 - P \$300,000 - 0	-
Newport News	NSA	\$100,000 - P \$300,000 - 0	-
Norfolk City	NSA	\$100,000 - P \$300,000 - 0	DR (1) - covered by insurance
Northampton	AFP (indiv.)	\$5,000	-
Northumberland	NSA	\$100,000 - P \$300,000 - 0	-
Norton City	bonded only	\$2,500	-
Nottoway	Southside Insurance	\$100,000 - P \$300,000 - 0	DIS (1)
Orange	NSA	\$100,000 - P \$300,000 - 0	-
Page	none		S (1)-3 deputies paid \$25 fine
Patrick	none		-
Petersburg City	NSA	\$100,000 - P \$300,000 - 0	P (4)
Pittsylvania	none		S-D (1)
Portsmouth City	NSA	\$100,000 - P \$300,000 - 0	DIS (1)
Powhatan	none		-
Prince Edward	none		-
Prince George Sheriff & PD	NSA	\$100,000 - P \$300,000 - 0	
Prince William	bonded only		-
Pulaski	bonded only		DR (1)
Radford City	bonded only		-
Rappahannock	bonded only		-

# SHERIFFS' DEPARTMENTS

MARCH 1975

DEPARTMENTS	COMPANY	INSURANCE COVERAGE	SUITS
Richmond City		\$100,000 - P	
Sergeant	NSA	\$300,000 - 0	S (1)-out-of-court
		\$100,000 - P	
Richmond City	NSA	\$300,000 - 0	
		\$100,000 - P	
Richmond Co.	NSA	\$300,000 - 0	-
Roanoke City	bonded only		S-D (1)
		\$100,000 - P	
Roanoke Co.	NSA	\$300,000 - 0	-
		\$100,000 - P	
Rockbridge	NSA	\$300,000 - 0	-
		\$100,000 - P	
Rockingham	NSA	\$300,000 - 0	DIS (1)
		\$100,000 - P	
Russell	NSA	\$300,000 - 0	-
Salem City	none		-
Scott	none		-
		\$100,000 - P	
Shenandoah	NSA	\$300,000 - 0	S-D (1)
		\$100,000 - P	
Smyth	NSA	\$300,000 - 0	P (1)
		\$500,000 - P	
Southampton	AHA	\$1,000,000 - 0	-
		\$100,000 - P	
Spotsylvania	NSA	\$300,000 - 0	-
		\$100,000 - P	
Stafford	NSA	\$300,000 - 0	-
Staunton City	none		-
Suffolk City	AHI	\$300,000	-
		\$100,000 - P	
Surry	NSA	\$300,000 - 0	-
Sussex	none		-
		\$100,000 - P	
Tazewell	NSA	\$300,000 - 0	DR (1)
Virginia Beach City	none		DR (1) after reaching Federal Court
		\$100,000 - P	
Warren	AHA	\$300,000 - 0	DIS (1)-\$1,000,000 in Federal Court
		\$500,000 - A	
		\$100,000 - P	
Washington	NSA	\$300,000 - 0	-
Waynesboro City	none		-



# SHERIFFS' DEPARTMENTS

MARCH 1975

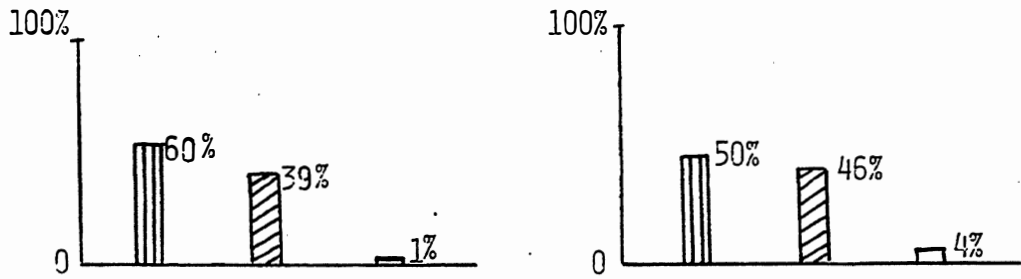
DEPARTMENTS	COMPANY	INSURANCE	COVERAGE	SUITS
Westmoreland	none			
Williamsburg City	none			-
Winchester City	none			
Wise	none			S-D (1) but had to pay own attorney's fees
Wythe	Hartford		\$100,000 - P \$300,000 - O	-

NSA-National Sheriffs' Association; AFP-American Federation of Police;  
 AHA-American Home Assurance; AHI-American Home Insurance; P-per person;  
 O-per occurrence; A-aggregate; U-umbrella; P-pending; DIS-dismissed;  
 DR-dropped; S-settled; S-D-settled in defendant's favor; S-P-settled in  
 plaintiff's favor

INSURED STATUS

SHERIFFS

POLICE






-  - INSURED
-  - NOT INSURED
-  - UNKNOWN OR QUESTIONABLE

CHART IV

DISTRIBUTION OF INSURANCE AS CARRIED BY  
SHERIFF AND POLICE DEPARTMENTS

<u>SHERIFF</u>		<u>POLICE</u>
<u>%</u>	<u>COMPANY NAME</u>	<u>%</u>
73	NATIONAL SHERIFFS' ASSOCIATION	11
7	AMERICAN HOME ASSURANCE	35
4	AMERICAN HOME INSURANCE	4
3	HARTFORD	5
1	AETNA	4
3	SOUTHSIDE	2
1	NATIONWIDE	4
8	OTHER OR NOT KNOWN	22
	TRAVELERS'	5
	AMERICAN FEDERATION OF POLICE	5
	GREAT AMERICAN	2
	INSURANCE OF NORTH AMERICA	2

CHART V

DISPOSITION AND DISTRIBUTION OF CIVIL SUITS  
AMONG SHERIFFS' AND POLICE DEPARTMENTS

SHERIFFS' DEPARTMENTS

CASES

	Dismissed	Dropped	Pending	Settled	Settled for Plaintiff	Settled for Defense
Insured Departments <sup>1</sup>	27%	27%	21%	10%		15%
Uninsured Departments <sup>2</sup>	6%	27%	14%	6%		47%
All Departments <sup>3</sup>	33%	27%	19%	9%		21%

POLICE DEPARTMENTS

CASES

	Dismissed	Dropped	Pending	Settled	Settled for Plaintiff	Settled for Defense
Insured Departments <sup>4</sup>	31%	20%	10%	7%	7%	25%
Uninsured Departments <sup>5</sup>	38%	22%	7%	3%		30%
All Departments <sup>6</sup>	33%	21%	8%	6%	5%	27%

<sup>1</sup>Number of insured departments with suits = 31 (44.9%)

<sup>2</sup>Number of uninsured departments with suits = 12 (24.5%)

<sup>3</sup>Number of all departments with suits = 43 (35.0%)

<sup>4</sup>Number of insured departments with suits = 18 (21.4%)

<sup>5</sup>Number of uninsured departments with suits = 14 (18.2%)

<sup>6</sup>Number of all departments with suits = 32 (19.0%)

Note: Where response to inquiries for number of suits was "several", the number 3 has been used.