

Active Duty Law Enforcement Addendum
Personal Civil and Criminal Liability Coverage for Law Enforcement Officers

Active duty litigation coverage addendum to the Self Defense Fund (SDF) "Litigation Liability Terms and Conditions Coverage Agreement" which is personal to the named member only and does not carry over to, or become a part of, or in addition to, any other insurance coverage by your employment entity. This addendum applies only to active duty law enforcement officer in the performance of his or her employment. This addendum does not apply to off duty or working as security for another entity in which case coverage reverts back to the basic SDF member Litigation Liability Terms and Conditions Coverage Agreement.

SDF recognizes that Law Enforcement Officers have different needs than civilians. In recent years the job of law enforcement has created an increase in litigation and created a gray area when it comes to the legal assistance of the city, state, or federal employer.

Law enforcement officers face increasing scrutiny in light of recent events across the country. With such scrutiny comes an uptick in the number of criminal and civil lawsuits filed in relation to on-duty actions related to a law enforcement officer's employment.

In the past the employer's first line of defense has been "Qualified Immunity" which shields public officials from damages for civil liability litigation so long as the officials did not violate an individual's "clearly established" statutory or constitutional rights. Generally your employer's insurance applies to criminal charges only and does not cover any civil litigation. There is no guarantee that your employer will cover any litigation beyond qualified immunity. Most likely your department is and will remain solvent but there have been cases when a municipality goes bankrupt and individual law enforcement liability protections are no longer there.

Claims against police departments have become more commonplace in recent years, while awards have skyrocketed and the courts have routinely extended liability beyond the offending officers to superior officers, mayors, and other city leaders. Even if a case does not result in a settlement or judgment, the municipality still incurs budget-busting defense costs therefore the city may or most likely will not cover any cost if a case goes beyond qualified immunity.

The qualified immunity defense is available to law enforcement officers who are performing their jobs and are covered under that entities insurance policy. If law enforcement violates an individual's federal constitutional rights then that city, state, or federal law enforcement officer is protected from liability if he or she did not violate the rights spelled out by a "clearly established" law. In some instances, a police officer will be sued and the police department will not cover the legal expenses. SDF coverage is personal to the named member only and provides separate, stand-alone, attorney representation for the named member and /or optional added family members.

As a police officer, you should understand 42 USCS § 1983 known as the Bivens action which refers to a lawsuit which is brought against law enforcement official's for violations of constitutional rights. If there is a Bivens (civil rights action) brought against you then you can be held personally liable and you are most likely not covered under qualified immunity.

For officers a Section 1983 claim would usually arise from excessive use of force claims for allegedly shooting or beating an unarmed suspect when that force was more than necessary to accomplish the lawful restraint objective.

For corrections officers, the risk of a Section 1983 claim would usually arise from cruel and unusual punishment like an alleged denial of medical treatment for a known serious medical need, excessive restraint or isolation, deprivation of food or other necessities or for other allegedly cruel treatment.

First Amendment claims can arise when the involved officers direct their action toward silencing the claimant's speech or interfering with an assembly, such as in dispersing a public protest march.

Many people arrested allege excessive force claims, but they are very difficult to prove and many police officers will have these cases dismissed prior to a jury trial if their employer chooses to accept the case however times have changed and more cases are going to trial without the support of their employment entity.

Some of the most common claims against police officers which are covered by the SDF Addendum include:

Negligence	Accused sexual misconduct
Failure to protect	Accused manipulation of evidence
False arrest	Accused alteration of reports
Civil rights violations	Murder
Excessive use of force	Man slaughter
Cruel and unusual punishment	Wrongful death

SDF coverage is appropriate for a variety of different law enforcement agencies, including:

Police	Sheriff's
Constables	Deputy Sheriff
Marshals	College or University police
Port or airport authorities'	Border Patrol
Prison police	TSA

SDF attorneys are experienced in law enforcement defense by defending our police members with a down and dirty no-holds barred, Junkyard Dog, Rambo, style of defense because lawsuits against law enforcement can be combative. SDF attorneys are thoroughly vetted and are well

versed in the complicated laws involving the accusations of misconduct brought against law enforcement by people they have arrest in this highly litigious world of policing. Generally the bottom line of a successful legal defense comes down to how much money the accused officer has to spend on defense. As described in the Litigation Liability Terms and Conditions Coverage Agreement members have unlimited attorney fees plus a one million dollar bank roll for extras.