

Pursuant to Public Act No. 20-1 (the “**Act**”) passed by the State of Connecticut (“**Connecticut**”) General Assembly, the Police Accountability Task Force (“**Task Force**”) studying police transparency and accountability, established by Public Act 19-90, Section 6, has been expressly tasked with examining:

- (i) the merits and feasibility of requiring police officers to procure and maintain professional liability insurance (“**PL Insurance**”) as a condition of employment;
- (ii) the merits and feasibility of requiring a municipality to maintain PL Insurance on behalf of its police officers; and
- (iii) the impact that Section 41 of the Act (which modifies the scope of the “qualified immunity” defense available to a police officer if that police officer has been accused in a civil lawsuit of violating a person’s constitutional rights) will have on the ability of a police officer or municipality to obtain PL Insurance.

We are writing to you with the hope that you can provide us with some information relating to the above topics. Kindly answer the questions below so that we can compile this data for the Task Force for its consideration.

### **Procurement of Police Officer PL Insurance**

#### *General*

1. Do you think it will be possible for insurers to provide PL Insurance directly to police officers?
2. What should the scope of such PL Insurance be, as you envision it?
3. Do you think such coverage can be provided by an insurer *without* the need for additional financial backing/support from a municipality or Connecticut?
4. Do you think such insurance could be provided to police officers through a duly constituted police officer’s union?

#### *Underwriting*

1. What criteria do you think insurers should use to use to determine if a police officer qualifies for such insurance?
2. What impact should the prior disciplinary history of a police officer have on an insurer’s ability to provide PL Insurance to that officer, if any?
3. Are there any specific situations in which an insurer should automatically deny PL Insurance coverage to a particular police officer?
4. What types of matters specifically involving the police officer (e.g., civil or criminal lawsuits, administrative proceedings, formal grievance filings, press reports) should an insurer consider with respect to underwriting that police officer’s PL Insurance policy?

5. What types of matters involving the jurisdiction in which the police officer works (e.g., civil or criminal lawsuits, administrative proceedings, formal grievance filings, press reports involving the government, police department or other officers in the police department) should an insurer consider with respect to underwriting that police officer's PL Insurance policy?

#### *Premium Payable*

1. What factors should increase the premium payable by a police officer for PL Insurance? By how much?
2. Should the individual credit of a police officer be relevant in determining the premium payable by such police officer for a PL Insurance policy?
3. What impact should claims under the policy have on premium payments going forward?
4. If a claim were made, when should increases in premium, if applicable, come into effect?
5. Should increases in premium depend on the underlying merits on which the claim is based, or should increases in premium be tied solely to the number of claims made under the policy?
6. What factors should reduce the premium payable by a police officer in connection with such a policy?

#### *Claims*

1. What are the reasons for which an insurer should deny a claim made by a police officer under an individual PL Insurance policy?
2. Should an insurer fund the police officer immediately upon making a claim, so that funds would be available for legal defense costs?
3. What documentation should an insurer require from the police officer and/or the employer of the police officer with respect to making such a claim?
4. When should such a claim be filed?
5. At what point should an insurer stop funding a claim made by a police officer, assuming it has been made and the insurer has started funding the claim.
6. Under what circumstances should an insurer claw back amounts from a police officer for amounts funded in respect of a claim.

#### *Exclusions and Endorsements*

1. What acts of a police officer should expressly not be covered by an insurer's PL Insurance policy?
2. What other exclusions to coverage should an insurer have in such a policy?
3. What standard endorsements should an insurer include in such a policy?
4. Under what circumstances should an individual police officer's PL Insurance policy lapse?

#### *Impact of Section 41 of the Act*

1. As noted above, Section 41 of the Act modifies the scope of the “qualified immunity” defense available to a police officer if that police officer has been accused in a civil lawsuit of violating a person’s constitutional rights. Should/does that modification have any impact on an insurer’s ability to provide PL Insurance directly to a police officer?
2. How, specifically, should a PL Insurance policy change with respect to a particular police officer to account for adoption of Section 41 of the Act (e.g., reduction in coverage, increase in premium, other)?

### **Procurement of Municipal PL Insurance for its Police Officers**

#### *General*

1. Do you think it will be possible for insurers to provide PL Insurance to municipalities for its police officers?
2. What should the scope of such PL Insurance be, as you envision it?
3. Do you think such coverage can be provided by an insurer *without* the need for financial backing/support from Connecticut?

#### *Underwriting*

1. What criteria should an insurer use to determine if a municipality qualifies for PL Insurance?
2. What impact should the prior disciplinary history of one or more police officers have on an insurer’s ability to provide PL Insurance to a municipality on behalf of its police officers generally, if any?
3. Are there any specific situations in which an insurer should automatically deny PL Insurance coverage to a municipality?
4. What types of matters involving the municipality or its police officers (e.g., civil or criminal lawsuits, administrative proceedings, formal grievance filings, press reports involving the government, the police department or police officers in the police department) should an insurer consider with respect to underwriting the municipality’s PL Insurance policy for its police officers?

#### *Premium Payable*

1. What factors should increase the premium payable by the municipality? By how much?
2. Should the credit of a municipality be relevant in determining the premium payable by such municipality for such a policy?
3. What impact should claims under the policy have in respect of premium payments going forward?
4. If a claim were made, when should increases in premium, if applicable, come into effect?
5. Should increases in premium depend on the underlying merits on which the claim is based, or should increases in premium be tied solely to claims made under the policy?

6. What factors should reduce the premium payable by a municipality in connection with such a policy?

### *Claims*

1. What are the reasons for which an insurer should deny a claim made by a municipality under such a policy?
2. Should an insurer provide funds to the municipality immediately upon making a claim, so that funds would be available for legal defense costs?
3. What documentation should an insurer require from the municipality with respect to making such a claim?
4. When should such a claim be filed?
6. At what point should an insurer stop funding a claim made by a municipality, assuming it has been made and the insurer has started funding the claim.
7. Under what circumstances should an insurer claw back amounts from a municipality for amounts funded in respect of a claim.

### *Exclusions and Endorsements*

1. What acts of the municipality or its police officers should expressly not be covered by a PL Insurance policy of the municipality for its police officers?
2. What other exclusions to coverage should an insurer have in such a policy?
3. What standard endorsements should an insurer include in such a policy?
4. Under what circumstances should a municipality's PL Insurance policy for its police officers lapse?

### *Impact of Section 41 of the Act*

1. Section 41 of the Act modifies the scope of the "qualified immunity" defense available to a police officer if that police officer has been accused in a civil lawsuit of violating a person's constitutional rights. Should/does that modification have any impact on an insurer's ability to provide PL Insurance to a municipality?
2. How, specifically, should a PL Insurance policy change with respect to a municipality to account for adoption of Section 41 of the Act (e.g., reduction in coverage, increase in premium, other)?