



## ***Professional Liability Insurance***

### **CLAIM OFFICE:**

**Mail claims to:**  
945 E. Paces Ferry Rd.  
Suite 1800  
Atlanta, GA 30326-1160

**Fax claims to:**  
(404) 231-3755  
(Attn: Claims Department)

**Email claims to:**  
[reportclaims@rsui.com](mailto:reportclaims@rsui.com)



**EXCESS PROFESSIONAL LIABILITY  
POLICY DECLARATIONS**

**Landmark American Insurance Company**

(An Oklahoma Stock Co.)  
(hereinafter called "the Company")

EXECUTIVE OFFICES: 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160

Policy Number: [REDACTED] RENEWAL OF: NEW

Named Insured and Mailing Address:

Producer Name:

CITY OF PHILADELPHIA  
1515 ARCH STREET  
14TH FLOOR  
PHILADELPHIA, PA 19102

Policy Period: From: 7/15/2016 To: 7/30/2016 at 12:01 A.M. Standard Time at the Named Insured address as stated herein.

IN CONSIDERATION OF THE PAYMENT OF THE PREMIUM, IN RELIANCE UPON THE STATEMENTS HEREIN OR ATTACHED HERETO, AND SUBJECT TO ALL TERMS OF THIS POLICY, THE COMPANY AGREES WITH THE NAMED INSURED AS FOLLOWS:

1. **PROFESSIONAL SERVICES:** POLICE PROFESSIONAL LIABILITY COVERAGE PROVIDED SOLELY FOR THE DEMOCRATIC NATIONAL CONVENTION EVENTS TO BE HELD JULY 25-28, 2016
2. **LIMITS OF LIABILITY:** \$ 5,000,000 **Each Claim**  
\$ 5,000,000 **Aggregate Limit**
3. **RETROACTIVE DATE:** Not Applicable
4. **UNDERLYING INSURANCE**

**(A) Primary Policy:**

<u>Insurer</u>	<u>Policy Number</u>	<u>Limits</u>	<u>Retroactive Date</u>	<u>Policy Period</u>
Self Insured Retention	Not Applicable	\$500,000 Aggregate	Not Applicable	07/15/2016 - 07/30/2016

**(B) Underlying Excess Policy(ies):**

<u>Insurer</u>	<u>Policy Number</u>	<u>Limits</u>	<u>Retroactive Date</u>	<u>Policy Period</u>
Not Applicable				


5. **PREMIUM:**  
\$ 1,200,000.00 Not Subject to Audit

**FORM(S) AND ENDORSEMENT(S) MADE A PART OF THIS POLICY AT TIME OF ISSUE:**

See attached forms list.

THESE DECLARATIONS TOGETHER WITH A SIGNED COPY OF THE NAMED INSURED'S APPLICATION FOR THIS POLICY, COVERAGE FORM(S), FORMS AND ENDORSEMENTS, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

July 25, 2016  
Date

By:   
Authorized Representative

SubIdID#: 351490 BinderID#  
Created By: MS

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**SCHEDULE OF POLICY ATTACHMENTS AND FORMS**

<u>Form Number</u>	<u>Form Title</u>
RSG 51029 1114	Professional Liability Insurance Policy Jacket - Section 1
ENDT-99	Professional Liability Excess Dec - Follow Form
RSG 54081 0710	Schedule of Policy Attachments and Forms
ENDT-01	100% Earned Endorsement
ENDT-02	Amendatory Endorsement
ENDT-03	Biological Contaminants Exclusion - RSG 56010 0903
ENDT-04	Common Policy Conditions
ENDT-05	Consent To Settle Endorsement
ENDT-06	Coverage Limitation Endorsement - RSG 56093 0405
ENDT-07	Designated Operations Exclusion Endorsement - RSG 56024 0903
ENDT-08	Direct Patient Care Exclusion - RSG 56025 1009
ENDT-09	Employment Practices Liability Exclusion - RSG 56027 0903
ENDT-10	Exclusion - Asbestos - Hazardous Properties
ENDT-11	Exclusion - Communicable Diseases
ENDT-12	Exclusion - Facilities Accommodation
ENDT-13	Exclusion - Jail Operations
ENDT-14	Exclusion - Lead - Hazardous Properties
ENDT-15	Exclusion of Certified Acts of Terrorism
ENDT-16	Nuclear Energy Liability Exclusion - RSG 56058 0903
ENDT-17	Pennsylvania Surplus Lines Disclosure Notice - RSG 99091 0106
ENDT-18	Police Professional Liability Coverage Form
ENDT-19	Prior and Pending Litigation Exclusion - RSG 56069 0104
ENDT-20	Punitive Damages Endorsement

ENDT-21 Self Insured Retention Endorsement  
ENDT-22 Service Of Suit - RSG 94022 0407  
ENDT-23 Sexual Abuse Exclusion - RSG 56090 0903  
ENDT-24 State Fraud Statement - RSG 99022 0415  
ENDT-25 Tear Gas Coverage  
ENDT-26 Violation of Consumer Protection Laws Exclusion  
Final Application  
RSG 51029 1114 Professional Liability Insurance Policy Jacket - Section 2

Pennsylvania Premium: \$1,200,000.00  
Fees: \_\_\_\_\_  
Surplus Lines Tax: Exempt  
Stamping Fee: \$25.00

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Property and Casualty Insurance Guaranty Association.

Placed by:

Licensee Name: **Thomas F. Dillon**

Street Address: **10 S. LaSalle Street. Suite 2000**

City / State / Zip: **Chicago, IL 60603**

Policy No.: XXXXXXXXXX

RSG 54081 0710

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **100% EARNED ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

In the event of cancellation of this policy by the Insured, the minimum earned premium shall be 100% of the policy premium. Therefore, no return premium will be due the insured.

Nothing in this endorsement is deemed to affect the Company's cancellation rights which remain as indicated in the coverage form.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 7/15/2016  
Forms part of Policy Number [REDACTED]  
Issued to CITY OF PHILADELPHIA  
by Landmark American Insurance Company

Endorsement No.: 01

*This Endorsement Changes The Policy. Please Read It Carefully*  
**AMENDATORY ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

**POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

It is agreed that the Police Professional Liability coverage afforded under this policy shall only pertain to police professional activities or services arising out of the Democratic National Convention Events. No coverage is afforded for claims, "suits", or "occurrences" that arise outside of this event.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016  
forms part of Policy Number [REDACTED]  
issued to CITY OF PHILADELPHIA  
by: Landmark American Insurance Company

Endorsement No.: 02  
Date Processed : July 25, 2016

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **BIOLOGICAL CONTAMINANTS EXCLUSION**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

- I. In consideration of the premium charged, it is agreed that the following **Exclusion** is added to the policy:

**Biological Contaminant;**

- II. It is further agreed that the following **Definition** is added to the policy:

**Biological Contaminant** means any biological irritant or contaminant including but not limited to any form of mold, mildew, mushroom, yeast, fungus, bacteria, virus, insect, allergen and any other type of biological agent, including any substance produced by, emanating from, or arising out of such **Biological Contaminant**.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 7/15/2016  
Forms part of Policy Number [REDACTED]  
Issued to CITY OF PHILADELPHIA  
by Landmark American Insurance Company

Endorsement No.: 03

*This Endorsement Changes The Policy. Please Read It Carefully*  
**COMMON POLICY CONDITIONS**

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This endorsement modifies insurance provided under the following:

**POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

All Coverage Parts included in this policy are subject to the following conditions.

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**A. CHANGES**

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

**B. EXAMINATION OF YOUR BOOKS AND RECORDS**

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

**C. INSPECTIONS AND SURVEYS**

We have the right but are not obligated to:

1. Make inspections and surveys at any time;
2. Give you reports on the conditions we find; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

**D. PREMIUMS**

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

**E. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016  
forms part of Policy Number [REDACTED]  
issued to CITY OF PHILADELPHIA  
by: Landmark American Insurance Company

Endorsement No.: 04  
Date Processed : July 25, 2016



*This Endorsement Changes The Policy. Please Read It Carefully*  
**CONSENT TO SETTLE ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

**POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

We will not settle any claim or "suit" without the first Named Insured's consent. However, if the first Named Insured refuses to consent to the settlement of such claim or "suit" after receiving our request for consent to settle, and the first Named Insured elects to contest such claim or "suit" and continues legal proceedings for such claim or "suit", then our liability to pay damages under this policy will be the lesser of the following:

1. Up to and not to exceed the amount of the damages set forth in our request to settle, or
2. The Limits of Insurance as set forth as shown on the Declarations.

Additionally, all further legal expenses, costs, and supplementary payments, incurred by an insured after the date of such refusal of the consent to settle, will be the responsibility of such insured.

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016  
forms part of Policy Number [REDACTED]  
issued to CITY OF PHILADELPHIA  
by: Landmark American Insurance Company

Endorsement No.: 05  
Date Processed : July 25, 2016

*This Endorsement Changes The Policy. Please Read It Carefully.*

## COVERAGE LIMITATION ENDORSEMENT

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This endorsement modifies insurance provided under the following:

### POLICE PROFESSIONAL LIABILITY COVERAGE FORM

In consideration of the premium charged, it is agreed that the insurance provided by this policy does not apply to any **Claim** or **Claim Expenses** for liability arising out of any operation of the Named Insured other than those operations as described on the Declarations Page.

It is further agreed that for any **Claim** made or suit brought which is excluded under the terms of this endorsement, the Company shall not have the obligation to defend, adjust, investigate or pay any cost for investigation, defense, adjustment or attorney fees arising out of such **Claims**.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 7/15/2016  
Forms part of Policy Number [REDACTED]  
Issued to CITY OF PHILADELPHIA  
by Landmark American Insurance Company

Endorsement No.: 06

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **DESIGNATED OPERATIONS EXCLUSION ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is understood and agreed that the **EXCLUSIONS** are amended by adding the following:

**Designated Operations:**

Any Medical Provider Services, as well as any Pastoral Counseling Services

This insurance does not apply to an act, error, omission, **Advertising Liability** or **Personal Injury** arising out of the rendering or failure to render Professional Services for the operations listed above.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 7/15/2016  
Forms part of Policy Number [REDACTED]  
Issued to CITY OF PHILADELPHIA  
by Landmark American Insurance Company

Endorsement No.: 07

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **DIRECT PATIENT CARE EXCLUSION**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

It is agreed that coverage under this policy shall not apply to any **Direct Patient Care** services.

For the purposes of this exclusion, **Direct Patient Care** is defined as:

1. Medical, surgical, dental, nursing, chiropractic or mental health examination or treatment to any person, including the furnishing of food or beverages in connection therewith; or
2. Furnishing or dispensing of drugs or medical, surgical, dental or chiropractic supplies or appliances; or
3. Handling of or performing post-mortem examinations on human bodies; or
4. Services by any person as a member of a formal accreditation or similar professional board or committee of the Named Insured, or as a person charged with the duty of executing directives of any such board or committee.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 7/15/2016  
Forms part of Policy Number [REDACTED]  
Issued to CITY OF PHILADELPHIA  
by Landmark American Insurance Company

Endorsement No.: 08

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **EMPLOYMENT PRACTICES LIABILITY EXCLUSION**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is agreed that no coverage shall apply to any **Claims** arising out of or in anyway related to:

1. Refusal to employ;
2. Termination of employment;
3. Coercion, demotion, performance evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment related practices, procedures, policies, acts or omissions;  
or
4. Consequential **Bodily Injury** or **Personal Injury** as a result of (1) through (3) above.

This exclusion applies whether the Insured may be held liable as an employer or in any other capacity and to any obligation to share **Damages** with or to repay someone else who must pay **Damages** because of the injury.

It is further agreed that no coverage shall apply under this policy to any **Claim** brought by or against any spouse, child, parent, brother or sister of the Insured or any other person.

The Company shall not have a duty to defend any **Claim**, suit, arbitration or any other form of a trial court proceeding.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 7/15/2016  
Forms part of Policy Number [REDACTED]  
Issued to CITY OF PHILADELPHIA  
by Landmark American Insurance Company

Endorsement No.: 09

*This Endorsement Changes The Policy. Please Read It Carefully*  
**EXCLUSION - ASBESTOS - HAZARDOUS PROPERTIES**

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This endorsement modifies insurance provided under the following:

**POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION 1 - COVERAGE**:

This insurance does not apply to any claim made against the insured for any loss, cost or expense arising out of, resulting from, caused or contributed to by asbestos or exposure to asbestos. This includes, but not limited to, any costs for abatement, mitigation, removal or disposal of asbestos.

This exclusion also includes, but is not limited to:

1. Any supervision, instructions, recommendations, requests, warnings or advice given or which should have been given in connection with the above; and
2. Any obligation to share damages with or repay someone else who must pay damages.

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016  
forms part of Policy Number [REDACTED]  
issued to CITY OF PHILADELPHIA  
by: Landmark American Insurance Company

Endorsement No.: 10  
Date Processed : July 25, 2016

*This Endorsement Changes The Policy. Please Read It Carefully*  
**EXCLUSION – COMMUNICABLE DISEASES**

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This endorsement modifies insurance provided under the following:

**POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION 1 -**

**COVERAGE:** This insurance does not apply to:

any claims, "suits" or "occurrences" directly or indirectly arising out of any transmission of or exposure to any communicable diseases, including but not limited to, Acquired Immune Deficiency Syndrome, tuberculosis, hepatitis, or staphylococcus.

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016  
forms part of Policy Number [REDACTED]  
issued to CITY OF PHILADELPHIA  
by: Landmark American Insurance Company

Endorsement No.: 11  
Date Processed : July 25, 2016

*This Endorsement Changes The Policy. Please Read It Carefully*  
**EXCLUSION – FACILITIES ACCOMMODATION**

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This endorsement modifies insurance provided under the following:

**POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION 1 - COVERAGE**:

This insurance does not apply to:

any claims, "suits", or "occurrences" directly or indirectly arising out of the failure of the Insured to provide any physical or service-related accommodation, adjustment or modification for physical or mental disabilities of inmates, staff, visitors, and/or contractors under any Federal, State or local law, statute or ordinance.

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016  
forms part of Policy Number [REDACTED]  
issued to CITY OF PHILADELPHIA  
by: Landmark American Insurance Company

Endorsement No.: 12  
Date Processed : July 25, 2016



*This Endorsement Changes The Policy. Please Read It Carefully*

## **EXCLUSION – JAIL OPERATIONS**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is hereby understood and agreed that this policy does not cover loss or damage in any way from Jail or Detention Facilities or operations.

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016  
forms part of Policy Number [REDACTED]  
issued to CITY OF PHILADELPHIA  
by: Landmark American Insurance Company

Endorsement No.: 13  
Date Processed : July 25, 2016

*This Endorsement Changes The Policy. Please Read It Carefully*

## **EXCLUSION - LEAD - HAZARDOUS PROPERTIES**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

The following exclusion is added to **SECTION 1 - COVERAGE**:

This insurance does not apply to any claim made against the insured:

1. For any damages arising out of, resulting from, caused by or contributed to by the toxic or pathological properties of lead, lead compounds or lead contained in any materials;
2. For any cost or expense to abate, mitigate, remove or dispose lead, lead compounds or materials containing lead;
3. For any supervision, instructions, recommendations, warnings or advise given or which should have been given in connection with parts 1, or 2, above; or
4. For any obligation to share damages with or repay someone else who must pay damages in connection with parts 1, 2, or 3. above.

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016  
forms part of Policy Number [REDACTED]  
issued to CITY OF PHILADELPHIA  
by: Landmark American Insurance Company

Endorsement No.: 14  
Date Processed : July 25, 2016

*This Endorsement Changes The Policy. Please Read It Carefully*

## **EXCLUSION OF CERTIFIED ACTS OF TERRORISM**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

**A.** The following exclusion is added: This insurance does not apply to: **TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
  - b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016  
forms part of Policy Number [REDACTED]  
issued to CITY OF PHILADELPHIA  
by: Landmark American Insurance Company

Endorsement No.: 15  
Date Processed : July 25, 2016

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **NUCLEAR ENERGY LIABILITY EXCLUSION**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

**This policy does not apply;**

- a. Under any Liability Coverage**, to bodily injury or property damage;
  - (1) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Associates of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (2) resulting from the hazardous properties of nuclear material and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization;
- b. Under any Medical Payments Coverage** or any Supplemental Payments provision relating to first aid, to expenses incurred with respect to bodily injury resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization;
- c. Under any Liability Coverage** to bodily injury or property damage resulting from the hazardous properties of nuclear material, if:
  - (1) the nuclear material (a) is at any nuclear facility owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
  - (2) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (3) the bodily injury or property damage arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility but if such facility is located within the United States of America, its territories or possessions, or Canada, this exclusion (3) applies only to property damage to such nuclear facility and any property thereat;
- d. As used in this Endorsement:**
  - (1) "Hazardous properties" include radioactive, toxic, or explosive properties;
  - (2) "Nuclear material" means source material, special nuclear material or byproduct material;
  - (3) "Source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
  - (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor,

This endorsement effective 7/15/2016  
 Forms part of Policy Number XXXXXXXXXX  
 Issued to CITY OF PHILADELPHIA  
 by Landmark American Insurance Company

Endorsement No.: 16

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- (5) "Waste" means any waste material (a) containing byproduct material and (b) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (6), (a) or (b) thereof;
- (6) "Nuclear facility" means:
- (a) any nuclear reactor;
  - (b) any equipment or device designed or used for (i) separating the isotopes of uranium or plutonium, (ii) processing or utilizing spent fuel, or (iii) handling, processing, or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste; and includes the site on which any of the foregoing is located, all operations conducted on such site, and all premises used for such operations;
- (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
- (8) "Property damage" includes all forms of radioactive contamination of property.

All other terms and conditions of this policy remain unchanged.

## ***IMPORTANT NOTICE***

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### **PENNSYLVANIA SURPLUS LINES DISCLOSURE NOTICE**

The insurer which has issued this insurance is not licensed by the Pennsylvania Insurance Department and is subject to limited regulation. This insurance is NOT covered by the Pennsylvania Insurance Guaranty Association.

**THIS POLICY PROVIDES OCCURRENCE COVERAGE. PLEASE READ IT CAREFULLY.**

## **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us” and “our” refer to the Company providing this insurance.

The word “insured” means any person or organization qualifying as such under **SECTION II-WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V-DEFINITIONS**.

### **SECTION I-COVERAGES**

#### **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**

##### **1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of “bodily injury” or “property damage” to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS-COVERAGES A AND B**. This insurance applies only to “bodily injury” and “property damage” which occurs during the policy period. The “bodily injury” and “property damage” must be caused by an “occurrence” and arise out of the performance of the insured’s law enforcement duties or out of the ownership, maintenance or use of the premises designated in the Declarations (including the ways immediately adjoining such premises on land) and all necessary and incidental operations. The “occurrence” must take place in the “coverage territory.” We will have the right and duty to defend any “suit” seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III-LIMITS OF INSURANCE**;
- (2) We may investigate and settle any claim or “suit” at our discretion; and
- (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of judgments or settlements under Coverages A or B.

- b. Damages because of “bodily injury” include damages claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily injury.”

- c. “Property damage” that is loss of use of tangible property that is not physically injured shall be deemed to occur at the time of the “occurrence” that caused it.

##### **2. Exclusions.**

This insurance does not apply to:

- a. “Bodily injury” or “property damage” for which the insured is obligated to pay damages by reason of assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) Assumed in a mutual law enforcement assistance agreement or contract between political subdivisions; or
- (2) That the insured would have in absence of the contract or agreement.

- b. Any obligation of the insured under a workers’ compensation, disability benefits or unemployment compensation law or any similar law, including acts arising out of class action suits.

- c. “Bodily injury” or “property damage” to:

- (1) An employee of the insured or an auxiliary or volunteer law enforcement officer arising out of and in the course of employment by the insured; or

- (2) The spouse, child, parent, brother, or sister of that employee, auxiliary or volunteer law.



enforcement officer, as a consequence of (1) above.

This exclusion applies:

- (1)** Whether the insured may be liable as an employer or in any other capacity; and
  - (2)** To any obligation to share damages with or repay someone else who must pay damages because of "bodily injury or "property damage".
- d.** "Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading."
- e.** "Property damage" to:
- (1)** Property you own, rent, or occupy;
  - (2)** Property loaned to you;
  - (3)** Personal property in your care, custody or control, except property of persons in custody by virtue of arrest or detention;
- f.** Claims or "suits" for damages arising out of the willful violation of any federal, state or local statute, ordinance, rule or regulation committed by or with the knowledge or consent of any insured.
- g.** Claims or "suits" for damages arising out of acts or fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud;
- h.** To claims or "suits" arising out of the performance of any law enforcement activity for anyone other than the "Named Insured". This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any departmentally approved activities.
- i.** Any claims or "suits" seeking relief or redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the insured for any costs, fees or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief; however, we will afford defense to the insured for such claims or "suits", if not

otherwise excluded, where compensatory damages are requested.

- j.** Claims or "suits" against the insured for acts of another officer or employee unless said officer or employee is also insured for said acts in a policy if insurance issued by us.
- k.** "Bodily injury" arising out of any:
- (1)** Refusal to employ;
  - (2)** Termination of employment;
  - (3)** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, policies, acts or omissions; or
  - (4)** Consequential "bodily injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or to repay someone else who must pay damages because of the injury.

- l.** Any claim or "suit" seeking punitive or exemplary damages. If a suit shall have been brought against the insured for a claim falling within the coverage provided by this policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.
- m.** Any claim or "suit" arising out of the actual or alleged transmission of any communicable disease.
- n.** Any loss, cost, or expense arising, in the whole part, out of any of the following (1) the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time; or (2) any request, demand, or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effects of pollutants; or (3) any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way

responding to, or assessing the effects of pollutants. Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

## **COVERAGE B. PERSONAL INJURY LIABILITY**

### **1. INSURING AGREEMENT**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" to which this insurance applies. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS-COVERAGES A AND B. We will have the right and duty to defend any "suit" seeking those damages. But:

- (1) The amount we will pay for damages is limited as described in SECTION III-LIMITS OF INSURANCE;
- (2) We may investigate and settle any claim or "suit" at our discretion; and
- (3) Our right and duty to defend end when we have used up the applicable Limit of Insurance in the payment of the judgments or settlements under Coverages A or B.

b. This insurance applies to "personal injury" only if caused by an offense:

- (1) Committed in the "coverage territory" during the policy period; and
- (2) Arising out of the conduct of your law enforcement activities.

### **2. Exclusions.**

This insurance does not apply to:

a. "Personal injury"

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of the willful violation of any federal, state, or local statute, ordinance, rule, or regulation, committed by or with the knowledge or consent of any insured;

(4) Arising out of facts of fraud committed by or at the direction of the insured with affirmative dishonesty or actual intent to deceive or defraud; or

(5) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(a) Assumed in mutual law enforcement assistance agreement or contract between political subdivisions;

(b) That the insured would have in the absence of the contract or agreement.

b. "Personal injury" to:

- (1) An employee of the insured or an auxiliary or volunteer law enforcement officer arising out of and in the course of employment by the insured; or
- (2) The spouse, child, parent, brother or sister of that employee, auxiliary or volunteer law enforcement officer, as a consequence of (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

c. To claims or "suits" arising out of the performance of any law enforcement activity for anyone other than the "Named Insured". This exclusion shall not apply if the act or service arises as the result of a mutual law enforcement assistance agreement or contract between political subdivisions, nor does it apply to any departmentally approved activities.

d. "Personal injury" arising out of any :

- (1) Refusal to employ;
- (2) Termination of employment;

(3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or other employment-related practices, policies, acts or omissions; or

(4) Consequential "personal injury" as a result of (1) through (3) above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share with or to repay someone else who must pay damages because of "personal injury".

e. Any claims or "suits" seeking relief of redress in any form other than compensatory damages. Nor shall we have any obligation to indemnify the insured for any costs, fees or expenses which the insured shall become obligated to pay as a result of an adverse judgment for injunctive or declaratory relief, however, we will afford defense to the insured for such claims or "suits", if not otherwise excluded, where compensatory damages are requested.

f. Claims or "suits" against an insured for acts of another officer or employee unless said officer or employee is also insured for said acts in a policy of insurance issued by us.

g. Any claims or "suit" seeking punitive or exemplary damages. If a suit shall have been brought against the insured for a claim falling within the coverage provided by this policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.

h. A claim or "suit" arising out of any communicable disease.

#### **SUPPLEMENTARY PAYMENTS- COVERAGES A AND B**

We will pay, with the respect to any claim or "suit" we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments and appeal bonds required in any "suit" we defend, but only for bond amounts within the applicable Limit

of Insurance. We do not have to furnish these bonds.

3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit," including actual loss of earnings up to \$100 a day because of time off from work. Such expenses do not include salaries of officials or employees of the named insured.

4. All costs taxed against the insured in the "suit."

5. Pre-judgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable Limit of Insurance, we will not pay any pre-judgment interest based on that period of time after the offer.

6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited on court the part of the judgment that is within the applicable Limit of Insurance.

7. Expenses incurred by the insured for first aid to others at the time of an "occurrence", for "bodily injury" to which this policy applies.

These payments will reduce the Limit of Insurance.

#### **SECTION II - WHO IS AN INSURED**

1. Each of the following is an insured:

a. The insured name in the Declarations.

b. Your employees, but only for acts within the scope of their employment by you.

c. Volunteers or reserves while performing law enforcement activities for you at your request.

However, none of these employees, volunteers or reserves is an insured for:

(1) "Bodily injury" or "personal injury" to you or to a co-employee while in the course of his or her employment; or

(2) "Bodily injury" or "personal injury" arising out of his or her providing or failing to provide professional health care services; or

- (3) "Property damage" to property owned or occupied by or rented or loaned to that employee, volunteer or reserve or any of your other employees, volunteers or reserves.

- 2. The political subdivision in which you are located is an insured, but only with respect to liability of the political subdivision for which an insured, as defined in paragraph 1.a, 1.b, or 1.c above, is also liable.

### SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declaration and the Rules below fix the most we pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organization making claims or bringing "suits."
- 2. The annual Aggregate Limit is the most we will pay for the sum of damages under Coverage A and Coverage B.
- 3. Subject to 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages under Coverage A and Coverage B because of all "bodily injury", "property damage" and "personal injury" arising out of any one "occurrence."
- 4. Subject to 3. above, the Each Person Limit is the most we will pay under Coverage A and Coverage B because of all "bodily injury", "property damage" and "personal injury" to any one person.

The limits of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – POLICE PROFESSIONAL LIABILITY CONDITIONS

#### 1. Bankruptcy.

Bankruptcy or insolvency of the insured or of the insured's successor will not relieve us of our obligations under this policy.

#### 2. Duties In the Event of the "Occurrence", Claim or "Suit".

- a. You must see to it that we are notified promptly of the "occurrence" which may result in a claim. Notice should include:
  - (1) How, when and where the "occurrence" took place; and
  - (2) The names and addresses of any injured persons and witnesses.
- b. If a claim is made or "suit" is brought against any insured, you must see to it that we receive prompt written notice of the claim or "suit."
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with claim or "suit;"
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation, settlement or defense of the claim or "suit;" and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### 3. Legal Action Against Us.

No person or organization has a right under this policy:

- a. To join as a party or otherwise bring us into a "suit" asking for damages from and insured; or

- b. To sue us under this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable Limit of Insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **4. Other Insurance.**

- a. The insurance afforded by this policy is excess primary insurance, except when stated to apply in excess of or contingent upon the absence of other insurance. When this insurance is primary and the insured has other insurance which is stated to be applicable to the loss on an excess or contingent basis, the amount of our liability under this policy shall not be reduced by the existence of such other insurance.

When this insurance is excess, we will have no duty under Coverage A to defend any claim or "suit" that any other insurer has a duty to defend. If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
  - (2) The total of all deductible and self-insured amounts under all such other insurance.
- b. When both this insurance and other insurance apply to the loss on the same basis, whether primary, excess or contingent, we shall not be liable under this policy for a greater proportion of the loss than that stated in the applicable Method of Sharing provision below:
- c. Method of Sharing
    - (1) If all of the other insurance permits contribution by equal shares, we will follow

this method also. Under this method each insurer contributes equal amounts until it has paid its applicable Limit of Insurance or none of the loss remains, whichever come first.

- (2) If any of the other insurance does not permit contribution by equal shares we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable Limit of Insurance to the total of applicable Limits of Insurance of all insurers.

The insurance afforded by this policy for the ownership, maintenance or use of the premises designated in the Declarations (including the ways immediately adjoining such premises on land) and all necessary and incidental operations thereto shall be in excess of any other valid and collectible premises liability insurance available to the insured, whether such premises liability is stated to be primary, contributing excess, contingent or otherwise, unless such other insurance is written only as a specific excess insurance over the limits of liability provided in this policy.

#### **5. Premium Audit.**

- a. We will compute all premiums for this policy in accordance with our rules and rates.
- b. Premium shown in this policy as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. The final premium shall be based on the average number of all paid law enforcement officers of the Named Insured, full and part time, during this policy period determined as follows:
  - 1. The Named Insured shall maintain records and report, within thirty days after the end of the policy period, the highest number of paid law enforcement officers on any one day in each month for each month the policy period was in effect.
  - 2. The average number of such officers shall be determined by dividing the sum of the number of such officers determined above by the number of the months the policy was in effect.

Audit premiums are due and payable on notice to the first Named and Insured. If the sum of the

advance and audit premiums for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

## **6. Representations.**

By accepting this policy, you agree that:

- a. The application for insurance completed in solicitation of this insurance is made a part of this policy as though set forth in full herein;
- b. The statements in the Declarations and Application for insurance are accurate and complete;
- c. Those statements are based upon representatives you made to us; and
- d. We have issued this policy in reliance upon your representations.

## **7. Separation of Insureds.**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

## **8. Transfer of Rights of Recovery Against Others to Us.**

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

## **9. Deductible**

- a. Our obligation under Section I Coverage A. and B. to pay damages on behalf of the insured applies only to the amount of damages in

excess of any deductible amount stated in the Declarations.

- b. The deductible amount stated in the Declarations, if any, applies to all damages because of "bodily injury", "property damage" and "personal injury" sustained by one person or organization as the result of any one "occurrence."
- c. The deductible amount stated in the Declarations if any applies to each "occurrence" and includes loss payments and adjustment, investigative and legal fees and costs, whether or not loss payment is involved.
- d. The terms of this insurance, including those with respect to (1) our right and duty to defend any "suits" seeking damages, and (2) your duties in the event of an "occurrence," claim or "suit" apply irrespective of the application to the deductible amount.
- e. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken; you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

## **10. Cancellation**

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The POLICY PERIOD will end on that date.

- e. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 11. Changes

This policy and the application contain all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## 12. Examination of Your Books and Records

We may examine and audit your books and records as they relate to this policy at any time during the POLICY PERIOD and up to five years afterward.

## 13. Premiums

The first Named Insured shown in the Declarations:

- a. Is responsible for the payment of all premiums; and
- b. Will be the payee for any return premiums we pay.

## 14. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

## 15. Inspections and Surveys

We have the right but are not obligated to:

- a. Make inspections and surveys at any time;
- b. Give you reports on the conditions we find; and
- c. Recommend changes

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

This condition applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

## SECTION V - DEFINITIONS

1. "Auto" means a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment. But "auto" does not mean "mobile equipment."
2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
3. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, provided the injury or damage does not occur in the course of travel or transportation to or from any place not included in a. above; or
  - c. All parts of the world if:
    - (1) The injury or damage out of the activities of a person whose home is in the territory described in a. above, but is away for a short time on your law enforcement activities; and
    - (2) The insured's responsibility to pay damages is determined in a "suit" on the

merits, in the territory described in a. above or in settlement we agree to.

**4. "Loading or unloading" means the handling of property:**

- a.** After it is moved from the place from where it is accepted for movement into or onto an aircraft, watercraft or "auto;" or
- b.** While it is on an aircraft, watercraft or "auto;" or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of mechanical device, other than hand truck, that it is not attached to the aircraft, watercraft or "auto."

**5. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment;**

- a.** Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler threads;
- d.** Vehicles, whether self propelled or not, maintained primarily to provide mobility to permanently mounted;

**(1)** Power cranes, shovels, loaders, diggers or drills; or

**(2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e.** Vehicles not described in a., b., c. or d. above that are not self propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

**(1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploring, lighting and well servicing equipment; or

**(2)** Cherry pickers and similar devices to raise or lower workers;

- f.** Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation or persons or cargo.

However self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos:"

**(1)** Equipment designed primarily for:

**(a)** Snow removal;

**(b)** Road maintenance, but not construction or resurfacing;

**(c)** Street cleaning

**(2)** Cherry pickers and similar devices mounted on automobile truck chassis and used to raise or lower workers; and

**(3)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

**6. "Occurrence" means an event, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury", or "personal injury", or "property damage" by any person or organization and arising out of the insured's law enforcement duties.**

All claims arising out of (a) a riot in insurrection, (b) a civil disturbance resulting in an official proclamation of a state of emergency, (c) a temporary curfew, or (d) martial law are agreed to constitute one "occurrence".

**7. "Personal injury" means injury, other than "bodily injury" arising out of one or more of the following offenses:**

**a.** False arrest, detention or imprisonment;

**b.** Malicious prosecution;

**c.** Wrongful entry into, or eviction of a person from, a room, dwelling or premises that the



person occupies, invasion of the right of private occupancy, or denial of public occupancy;

- d. Oral or written publication of material that slanders or libels a person or organization or disparages or person's or organization's goods, products or services;
- e. Oral or written publication of material that violates a person's right of privacy;
- f. Assault and battery;
- g. Erroneous service of process;
- h. Violation of property rights;
- i. Discrimination, unless insurance thereof is prohibited by law;
- j. Humiliation or mental anguish;

- k. Violation of civil rights protected under 42 USC 1981 et seq. or State Law;

provided that no offense shall be deemed to be or result in "personal injury" unless committed in the regular course of duty by the insured.

8. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property; or
- b. Loss of use of tangible property that is not physically injured.

9. "Suit" means a civil proceeding in which damages because of "bodily injury," "property damage," or "personal injury" to which this insurance applies are alleged. "Suit" includes an arbitration proceeding or any other alternative dispute resolution proceeding alleging such damages to which you must submit or submit with our consent.

This Policy shall not be binding upon the **Company** unless completed by a signed **Application**, a Declarations Page and countersigned on the aforesaid Declarations Page by a duly authorized representative of the **Company**.



*This Endorsement Changes The Policy. Please Read It Carefully.*

## **PRIOR AND PENDING LITIGATION EXCLUSION ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is agreed that this policy does not apply to any **Claim(s)** arising from:

1. any **Claim** or litigation against any Insured occurring prior to, or pending as of July 15, 2016 including (but not limited to) **Claims**, demands, causes of actions, legal or quasi-legal proceedings, decrees, or judgments;
2. any subsequent litigation or **Claims** arising from, or based on substantially the same matters as alleged in the pleadings of such prior or pending litigation;
3. any act, error, omission, **Personal Injury** or **Advertising Liability** of any insured(s) which gave rise to such prior or pending litigation or **Claims**.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 7/15/2016  
Forms part of Policy Number [REDACTED]  
Issued to CITY OF PHILADELPHIA  
by Landmark American Insurance Company

Endorsement No.: 19

*This Endorsement Changes The Policy. Please Read It Carefully*  
**PUNITIVE DAMAGES ENDORSEMENT**

---

This endorsement modifies insurance provided under the following:

**POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

The following exclusions are deleted in their entirety from:

***SECTION 1. COVERAGES, COVERAGE A. Bodily Injury and Property Damage, Subsection 2. Exclusions.***

1. Any claim or "suit" seeking Punitive or Exemplary Damages. If a "suit" shall have been brought against the insured for a claim falling within the coverage provided by this policy, seeking compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.

and

***SECTION 1. COVERAGE, COVERAGE B. Personal Injury Liability, Subsection 2. Exclusions.***

- g. Any claim or "suit" seeking punitive or exemplary damages. If a suit shall have been brought against the insured for a claim falling within the coverage provided by this policy, seeking both compensatory and punitive or exemplary damages, we will afford a defense to such action, but we shall not have an obligation to pay for any cost, interest, or damages attributed to punitive or exemplary damages.

This endorsement only applies if punitive and exemplary damages are allowed in the jurisdiction where the action is filed.

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016

forms part of Policy Number [REDACTED]

issued to CITY OF PHILADELPHIA

Endorsement No.: 20

by Landmark American Insurance Company

Date Processed : July 25, 2016

MANUSCRIPT

*This Endorsement Changes The Policy. Please Read It Carefully*  
**SELF INSURED RETENTION ENDORSEMENT**

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This endorsement modifies insurance provided under the following:

**POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

This insurance is subject to the following additional provisions. In the event of conflict with any provision elsewhere in the coverage form, the provisions of this endorsement will control the application of insurance to which the coverage part applies.

1. Our total liability for all damages will not exceed the limits of liability as stated in the Declarations and will apply in excess of the insured's self-insured retention (the "Retained Limit"). "Retained Limit" is the amount shown below, which you are obligated to pay, and only includes damages otherwise payable under this policy.
2. "Retained Limit"                      \$500,000                      Annual Aggregate
3. Any expenses we incur (also known as claim expenses) insured under the provisions of this policy are included in the "Retained Limit".

**SECTION IV – POLICE PROFESSIONAL LIABILITY CONDITION, Duties In the Event of the "Occurrence", Claim or "Suit"** shall apply whenever the "occurrence" involving one of the following:

- A) Fatality, or
- B) Serious bodily injury (e.g., brain damage, amputation, burns, other than first degree superficial, paralysis, permanent disability), or
- C) Personal Injury, or
- D) Any other "Police Professional Activities",

**Items A through B above all solely apply to The Democratic National Convention Events to be held July 25-28, 2016.**

Please send all claim information to:

Attention: Claims Dept.  
 RSUI Group, Inc.  
 945 East Paces Ferry Road, Suite 1800  
 Atlanta, Georgia 30326-1160  
 Or Via Email:  
[reportclaims@rsui.com](mailto:reportclaims@rsui.com)

4. We have the right in all cases, at our expense, to assume charge of the defense and/or settlement of any claim where your liability is reasonably expected to exceed the Self-Insured Retention and, upon written request from us, you will tender such portion of the Self-Insured Retention as we may deem necessary to complete the settlement of such claim.
5. Your bankruptcy, insolvency or inability to pay the "Retained Limit" shall not increase our obligations under this policy.
6. Should any claim arising out of any negligent act error or omission appear likely to exceed the "Retained Limit", no loss or claim expenses or legal expenses may be incurred on our behalf by you without our prior consent.

All other terms and conditions of this policy remain unchanged.

This endorsement effective    7/15/2016  
 Forms part of Policy Number    XXXXXXXXXX  
 Issued to    CITY OF PHILADELPHIA  
 by    Landmark American Insurance Company



*This Endorsement Changes The Policy. Please Read It Carefully.*

## SERVICE OF SUIT

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This endorsement modifies insurance provided under the following:

### ALL COVERAGE PARTS

In the event of our failure to pay any amount claimed to be due, we, at your request, will submit to the jurisdiction of any court of competent jurisdiction within the United States of America. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any Court of competent jurisdiction in the United States, to remove an action to a United States District Court or seek a transfer of a case to another Court as permitted by the laws of the United States or of any state in the United States, moreover, this endorsement is not an agreement that the law of a particular jurisdiction applies to any dispute under the policy.

Service of process in such suit may be made upon the Senior Claims Officer of RSUI Group, Inc. 945 East Paces Ferry Road, Suite 1800, Atlanta, GA 30326-1160, or his designee. In any suit instituted against any one of them upon this contract, we will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above named is authorized and directed to accept service of process on our behalf in any such suit and/or upon your request to give a written undertaking to you that we will enter a general appearance upon our behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States of America, which makes provision therefore, we hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for the purpose in the statute, or his successor or successors in office, as our true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by you or on your behalf or any beneficiary hereunder arising out of this contract of insurance, and we hereby designate the above named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

All other terms and conditions of the policy remain unchanged

This endorsement effective 7/15/2016  
Forms part of Policy Number [REDACTED]  
Issued to CITY OF PHILADELPHIA  
by Landmark American Insurance Company

Endorsement No.: 22

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **SEXUAL ABUSE EXCLUSION**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is agreed no coverage shall apply under this policy to any claims involving the use of excessive influence or power on any patient, or the actual or alleged inappropriate physical contact or contact that is deemed by or alleged by the plaintiff to be sexual or in any way unwelcome.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 7/15/2016  
Forms part of Policy Number [REDACTED]  
Issued to CITY OF PHILADELPHIA  
by Landmark American Insurance Company

Endorsement No.: 23



**State Fraud Statements  
Fraud Statements – Signature Required for New York Only**

**ARKANSAS, LOUISIANA, RHODE ISLAND, TEXAS AND WEST VIRGINIA FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**ALASKA FRAUD STATEMENT**

A person who knowingly and with intent to injure, defraud, or deceive an insurance company files a claim containing false, incomplete, or misleading information may be prosecuted under state law.

**ALABAMA FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

**ARIZONA FRAUD STATEMENT**

For your protection Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

**CALIFORNIA FRAUD STATEMENT**

For your protection, California law requires that you be made aware of the following: Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**COLORADO FRAUD STATEMENT**

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

**DELAWARE FRAUD STATEMENT**

Any person who knowingly, and with intent to injure, defraud or deceive any insurer, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

**DISTRICT OF COLUMBIA FRAUD STATEMENT**

**WARNING:** It is a crime to provide false, or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

**FLORIDA FRAUD STATEMENT**

Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

### **HAWAII FRAUD STATEMENT**

For your protection, Hawaii law requires you to be informed that any person who presents a fraudulent claim for payment of a loss or benefit is guilty of a crime punishable by fines or imprisonment, or both.

### **IDAHO FRAUD STATEMENT**

Any person who knowingly, and with intent to defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is guilty of a felony.

### **INDIANA FRAUD STATEMENT**

Any person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

### **KANSAS FRAUD STATEMENT**

Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

### **KENTUCKY FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

### **MAINE FRAUD STATEMENT**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

### **MARYLAND FRAUD STATEMENT**

Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

### **MINNESOTA FRAUD STATEMENT**

Any person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

### **NEW HAMPSHIRE FRAUD STATEMENT**

Any person who, with a purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

### **NEW JERSEY FRAUD STATEMENT**

Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

### **NEW MEXICO FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

### **OHIO FRAUD STATEMENT**

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

### **OKLAHOMA FRAUD STATEMENT**

**WARNING:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

### **OREGON FRAUD STATEMENT**

Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents materially false information in an application for insurance may be guilty of a crime and may be subject to fines and confinement in prison.

### **PENNSYLVANIA FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

### **PUERTO RICO FRAUD STATEMENT**

Any person who knowingly and with the intention of defrauding presents false information in an insurance application, or presents, helps, or causes the presentation of a fraudulent claim for the payment of a loss or any other benefit, or presents more than one claim for the same damage or loss, shall incur a felony and, upon conviction, shall be sanctioned for each violation by a fine of not less than five thousand dollars (\$5,000) and not more than ten thousand dollars (\$10,000), or a fixed term of imprisonment for three (3) years, or both penalties. Should aggravating circumstances be present, the penalty thus established may be increased to a maximum of five (5) years, if extenuating circumstances are present, it may be reduced to a minimum of two (2) years.

### **TENNESSEE, VIRGINIA, AND WASHINGTON FRAUD STATEMENT**

It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

### **SIGNATURE REQUIRED**

### **NEW YORK FRAUD STATEMENT**

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

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Insured/Applicant/Claimant

---

By (Authorized Representative)

---

Title

---

Date

*This Endorsement Changes The Policy. Please Read It Carefully*  
**TEAR GAS COVERAGE**

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This endorsement modifies insurance provided under the following:

**POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

In consideration of the premium charged, it is hereby agreed that **Section I. Coverage A. Sub-Section 2. Exclusions**, n. is amended to include the following:

This Exclusion shall not apply to the handling or use of tear gas, mace, pepper spray or any similar substance used by an Insured in the ordinary course of "Police Professional Activities".

Nothing contained herein shall be held to vary, waive, alter, or extend any of the terms, conditions, agreements or declarations of the policy, other than as herein stated.

All other terms, conditions and warranties remaining unchanged.

This endorsement effective 7/15/2016  
forms part of Policy Number [REDACTED]  
issued to CITY OF PHILADELPHIA  
by: Landmark American Insurance Company

Endorsement No.: 25  
Date Processed : July 25, 2016

*This Endorsement Changes The Policy. Please Read It Carefully.*

## **VIOLATION OF CONSUMER PROTECTION LAWS EXCLUSION**

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This endorsement modifies insurance provided under the following:

### **POLICE PROFESSIONAL LIABILITY COVERAGE FORM**

This insurance does not apply to any **Claim** based upon or arising directly, or indirectly, out of any actual or alleged violation of consumer protection laws including, but not limited to, the following:

1. The False Claims Act (FCA), including any amendment of or addition to such law;
2. The Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank), including any amendment of or addition to such law;
3. The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA);
4. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
5. The Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 (CAN-SPAM Act), including any amendment of or addition to such law;
6. Any federal, state or local statute, ordinance or regulation that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information;
7. Any other law, ordinance, regulation or statute relating to any communication, distribution, publication, sending or transmission via telephone, telephone facsimile machine, computer or other telephonic or electronic devices, including claims asserted under the common law; or
8. **Claims** brought by any state or federal government agency, or any person or entity on their behalf, including qui tam **claims**, seeking to enforce any consumer protection law.

All other terms and conditions of this policy remain unchanged.

This endorsement effective 7/15/2016  
Forms part of Policy Number [REDACTED]  
Issued to CITY OF PHILADELPHIA  
by Landmark American Insurance Company

Endorsement No.: 26

Save As/Print

# LAW ENFORCEMENT LIABILITY APPLICATION

Reset Form

Type of Application - Select One

☒ New ☐ Renewal

IF THIS APPLICATION IS FOR A CLAIMS-MADE POLICY. SUBJECT TO ITS TERMS, THIS POLICY WILL APPLY ONLY TO CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER DURING THE POLICY PERIOD OR ANY EXTENDED REPORTING PERIOD THAT MAY APPLY.

## I. GENERAL INFORMATION

Name of Municipality: City of Philadelphia

Address: 1515 Arch St., 14th Floor City: Philadelphia State: Pa Zip code: 19102

Type of Jurisdiction: ☐ County ☒ City ☐ Township ☐ Village ☐ Other (specify) \_\_\_\_\_

Population of Municipality: 30,000 City Employees Seasonal Population: Total Population Served: 1,560,297

Administrator: Risk Manager Title: ☐ Sheriff ☐ Chief ☐ Jail Commander ☒ Other (specify) \_\_\_\_\_

Phone: 215-683-1710 Website: www.phila.gov

## II. INSURANCE INFORMATION REQUESTED:

Effective date: TBD

Continuous Claims Made Retro-Active date: \_\_\_\_\_

Each Wrongful Act Limit: \$ 5,000,000 Aggregate Limit: \$ 5,000,000

Deductible: \$ \_\_\_\_\_ OR SIR: \$ \_\_\_\_\_

If SIR, TPA Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_ Phone: \_\_\_\_\_

### PRIOR LAW ENFORCEMENT COVERAGE:

YEAR	COMPANY NAME	POLICY #	RETRO DATE	LIMITS	DEDUCTIBLE	PREMIUM
2000	Chartis	[REDACTED]	—	\$1M/\$3Magg	—	\$100,000

### PRIOR GENERAL LIABILITY COVERAGE:

Does it cover jail premises? ☒ YES ☐ NO

YEAR	COMPANY NAME	POLICY #	RETRO DATE	LIMITS	DEDUCTIBLE	PREMIUM
Self Insured						

Has similar Professional Liability coverage been cancelled, non-renewed or lapsed? ☐ YES ☒ NO

If yes, please explain: \_\_\_\_\_

### III. PERSONNEL CLASSIFICATION (List personnel only once under primary classification)

#### Class A employees (30005) (Check box and provide number to be insured)

- a. ☒ Sheriff/Chief # 1 - Police Commissioner  
b. ☒ Chief Deputy/Deputy Chief # 3 - Deputy Commissioners  
c. ☒ Personnel with rank of Sergeant or higher # 943  
d. ☒ Full-time personnel with regular street/road duties and detectives & investigators # 5,252 (Do not incl #3)  
e. ☐ Jail Administrators # N/A  
f. ☒ Policy Dogs (Provide certificate of training for dog and handler) # 27

#### Class B employees (30006) (Check box and provide number to be insured)

- a. ☒ Full-time jailers/matrons (below rank of Sergeant) # 66 + 8 Corporals  
☐ a.1. Part-time, including dispatchers performing as jailers on a part-time basis # N/A  
b. ☐ Civil Process # N/A  
c. ☐ Court Security # N/A  
d. ☐ Part-time/auxiliary/reserve officers armed or with arrest authority # N/A  
e. ☒ Mounted police patrols (Horses) # 17

#### Class C employees (30007) (Check box and give number to be insured)

- a. ☒ School crossing guards (employed by law enforcement agency) # 855  
b. ☐ Animal control officers (employed by law enforcement agency) # N/A  
c. ☒ Medical Personnel:
- |   | Employed                 | Contracted                          | Prof Liability Cert?     | Count        |
|---|--------------------------|-------------------------------------|--------------------------|--------------|
| <input checked="" type="checkbox"/> Jail Nurses | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | # <u>6</u>   |
| <input type="checkbox"/> Doctors/Phys. Asst.    | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | # <u>N/A</u> |
| <input type="checkbox"/> Coroners               | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | # <u>N/A</u> |
| <input type="checkbox"/> Dentists or other      | <input type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | # <u>N/A</u> |
- d. ☐ Unarmed part-time/auxiliary/reserve officers without arrest authority # N/A  
e. ☒ Communication/dispatcher # 277 (Police Radio)

#### Class D employees (30008) (Check box and give number to be insured)

- a. ☒ Clerical personnel employed by law enforcement agency # 792  
b. ☐ Jail Cooks # \_\_\_\_\_  
c. ☐ All personnel not covered above # \_\_\_\_\_ Explain: \_\_\_\_\_

#### IV. POLICY AND PROCEDURES

- a. Do you have a manual of department policy and procedures? ☒ YES ☐ NO
- b. Date of manual: 12-20-15 Latest date of update: 3-24-16
- c. Is the manual reviewed annually by legal counsel? ☒ YES ☐ NO By whom: Capt Francis Healy Esq.
- d. Is manual distributed to all personnel? ☒ YES ☐ NO
- e. Are employees required to acknowledge review & receipt of the manual and updates? ☒ YES ☐ NO
- f. Is manual reviewed as part of the training programs? ☒ YES ☐ NO
- g. Do you have written policies and procedures governing the following law enforcement operations? ☒ YES ☐ NO

#### 5.27 ATTACH COPY OF MANUAL

- |      |   |  |                                 |   |         |
|------|---|--|---------------------------------|---|---------|
| 10.1 | Use of deadly force   | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              | Arrests and investigatory stops | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 12.8    |
| 10.2 | Use of non-deadly force   | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              | Searches - 5.7                  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 5.22    |
| 10.3 | Use of force reports  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              | Service of warrant 5.7/5.22     | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 5.5/7   |
| 10.3 | Use of TASER and STUN guns  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              | Use of volunteers               | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |         |
| 9.4  | Vehicle pursuits  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              | Domestic violence response      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 3.9     |
| 3.2  | Motor vehicle stops & searches                                    | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              | Handling of intoxicated persons | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 5.6     |
| 5.5  | Transportation of prisoners                                       | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              | Positional asphyxiation         | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO | 4.5/5.1 |
| 4.8  | Canines   | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> N/A |                                 |   | 99-1    |
| 4.21 | Use of Body Cameras   | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              |                                 |   |         |
| 10.9 | 7.8 Handling of Learning Impaired or Mentally Handicapped persons | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              |                                 |   |         |
| 3.15 | Communicable diseases including Blood Borne Pathogens             | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              |                                 |   |         |
| 6.11 | Approved secondary employment (moonlighting)                      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                              |                                 |   |         |

#### V. EDUCATION AND TRAINING

- a. Minimum educational requirement for hiring officers?
- ☐ High School ☒ Some College ☐ College Graduate ☐ Other (explain) \_\_\_\_\_
- b. Identify background investigations completed prior to hiring:
- ☒ State and/or Federal-criminal background ☒ Credit ☒ Motor vehicle ☒ Drug testing ☒ Medical History
- ☐ Pre-hire psychological testing ☒ Prior employment ☒ Personal references ☐ Other (explain) \_\_\_\_\_
- c. Is all training documented? ☒ YES ☐ NO # 40 hours of annual in-service training
- |  | Formal academy  | No. of hours | Other (explain) |
|--|---|--------------|-----------------|
| 1. <u>Armed street officers</u>                | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |              |                 |
| 2. <u>Part-time/Auxiliary officers</u>         | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |              |                 |
| 3. <u>Full-time Jail/Correctional Officers</u> | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |              |                 |
| 4. <u>Part-time Jail/Correctional Officers</u> | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO |              |                 |
5. Is formal training required prior to active duty for all officers listed in III - Classification above? ☒ YES ☐ NO
- If NO, verify that they are unarmed and accompanied by trained personnel ☐ Verified
- d. Do officers receive annual training and re-qualified in the following areas?
- |  |  |
|--|--|
| 1. Firearms operations                 | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO                        |
| 2. Taser & Stun guns                   | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT USED |
| 3. Mace/chemical                       | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT USED |
| 4. Baton                               | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT USED |
| 5. Control holds                       | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                        |
| 6. Non-lethal projectiles              | <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> NOT USED |
| 7. Vehicle Ops/Driving                 | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                        |
| 8. First Aid/CPR/Blood Borne Pathogens | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                        |
| 9. Positional asphyxiation             | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                        |
| 10. Hostage situations                 | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                        |
| 11. Terrorism protocols                | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO                        |



## VI. ADDITIONAL UNDERWRITING INFORMATION

- a. Do you contract law enforcement to any other public or private entity? ☐ YES ☒ NO  
IF YES, ATTACH COPY OF CONTRACT(S)
- b. Are you a party to any mutual aid, reciprocal, or regional task force? ☐ YES ☒ NO  
IF YES, ATTACH COPY OF CONTRACT(S)
- c. If there is a seasonal population change, are there any borrowed officers? ☐ YES ☒ NO ☐ N/A  
If YES, are they trained in your agency's policies and procedures? ☐ YES ☒ NO
- d. Do you authorize moonlighting?  
1. If YES, PROVIDE A LIST of authorized "Moonlighting" employers  
2. If YES, confirm not allowed in bars, taverns, dance clubs, or concert venues. ☐ CONFIRMED
- e. Total number of full-time employees: Current 1255 Prior year 1174 Two years prior 7092
- f. What is the largest city and its population within a 25-mile radius of your entity? Upper Darby, PA, 821
- g. Do you require that your department be named as an additional insured for any subcontractor's work and for approved events which may require specific law enforcement involvement (i.e., parades, rallies, races, rodeos)?  
☒ YES ☐ NO Explain: VARIOUS JNC RALLIES AND EVENTS
- h. Have you received any formal Accreditation(s)? ☒ YES ☐ NO  
From whom: Pennsylvania Law Enforcement Accreditation Commission (PLEAC)  
ATTACH COPY OF REPORT(S)

## VII. DISPATCHING

- a. Does your entity handle your own dispatch? ☒ YES ☐ NO
- b. Does your entity dispatch for other entities? ☐ YES ☒ NO
- c. What is the total population served? 1,560,297 according to July, 2014 U.S. Census
- d. Are incoming calls to dispatchers recorded? ☒ YES ☐ NO
- e. How long are recorded calls maintained? ☒ YES ☐ NO - 40 days for voice recording
- f. What services are provided? ☐ Emergency medical ☐ Fire dispatch ☒ Police dispatch
- g. What training do the dispatchers received?  
Eight weeks of classroom training to include 168 hours of PA. STATE MANDATED training and 4 months of on the job training.

## VIII. CLAIMS AND LITIGATION INFORMATION

ATTACH A CURRENTLY VALUED FIVE YEAR LOSS RUN FROM THE PRIOR CARRIER(S)

- a. During the past five years, have there been ANY claims, or has notice been given, whether insured or not, against you?  
☐ YES ☐ NO Explain: \_\_\_\_\_
- b. Does any official, employee, volunteer, or board member have knowledge of acts, errors, and/or omissions that may reasonably give rise to a claim or lawsuit? ☐ YES ☐ NO  
Explain: \_\_\_\_\_
- c. Have all known acts, errors, and/or omissions that may reasonably give rise to a claim been reported to the current insurer? ☐ YES ☐ NO  
Explain: \_\_\_\_\_

THE INSURER SHALL NOT BE LIABLE TO MAKE ANY PAYMENTS FOR DAMAGES IN CONNECTION WITH ANY CLAIM OR LAWSUIT MADE AGAINST ANY INSURED BASED UPON OR ARISING OUT OF OR IN ANY WAY INVOLVING ANY LAWSUIT, WRITTEN DEMAND, ADMINISTRATIVE PROCEEDING OR CIRCUMSTANCES SET FORTH OR THAT SHOULD HAVE BEEN SET FORTH IN THIS APPLICATION.

# IX. CORRECTIONAL AND JAIL FACILITY OPERATIONS

If more than one category applies, OR if there is more than one location, please complete a separate Section IX for each facility or location. Enter the number of facilities \_\_\_\_\_

- a. Do you operate: ☐ Jail ☒ Holding Cell ☐ Correctional Facility (County or Regional) ☐ None (skip this section)
- b. Year facility built \_\_\_\_\_ Year renovated 1996 Dec.
- c. Average number of daily inmates 60 Jailer to inmate ratio 14 C/O's
- d. State certified capacity NO
- e. Do you place juveniles in any holding facility? ☐ YES ☒ NO
- f. Are juveniles ever housed with adults? ☐ YES ☒ NO ☐ N/A
- g. Are full-time jailers on duty 24 hours per day? ☒ YES ☐ NO
- h. Are part-time jailers utilized? ☐ YES ☒ NO If yes, what % of time \_\_\_\_\_ %
- Explain: \_\_\_\_\_
- i. Does dispatcher act as jailer: ☐ YES ☒ NO If yes, what training is required? \_\_\_\_\_
- j. In the last 3 years have there been any:  
 Jail suicides? ☒ YES ☐ NO Explain: one male on last sat - hanging  
 Attempted suicides ☒ YES ☐ NO Explain: 2-3 Documented to get medical treatment
- k. Are 30-minute walk-through inspections of the facility performed and documented? ☒ YES ☐ NO
- l. Describe your suicide watch/surveillance procedures:  
5 minutes by C/O - police Sgt. lance on bar / Lt 2-x - 2 men
- m. Are there audio/video systems in:  
 1. ☐ Booking area ☐ Audio ☒ Video  
 2. ☐ Cell Area ☐ Audio ☒ Video  
 3. ☐ Sally port / Intake area ☐ Audio ☒ Video
- n. Are jail premises regularly inspected by? ATTACH COPY OF INSPECTION REPORTS  
 1. Department of Corrections ☐ YES ☒ NO  
 Date of last inspection \_\_\_\_\_ Recommendations completed? ☐ YES ☐ NO  
 2. County, City or State Fire ☒ YES ☐ NO  
 Date of last inspection 2/2016 Recommendations completed? ☒ YES ☐ NO  
 3. Department of Health ☐ YES ☒ NO  
 Date of last inspection \_\_\_\_\_ Recommendations completed? ☐ YES ☐ NO
- o. Do you have smoke detectors in jail area? ☒ YES ☐ NO
- p. Is an evacuation plan posted throughout the facility? ☒ YES ☐ NO
- q. DOES YOUR JAIL OPERATIONS MANUAL COVER: ATTACH COPY OF MANUAL  
 1. Intake screening & classification of inmates ☐ YES ☒ NO  
 2. Strip searches ☒ YES ☐ NO -Directive  
 3. Riot Protocols ☐ YES ☒ NO  
 4. Jail Evacuation ☒ YES ☐ NO can't find plan  
 5. Medical treatment/sick call ☐ YES ☒ NO  
 6. Storage & administration of medication ☐ YES ☒ NO -nurse stores meds  
 7. Suicide ID guidelines ☒ YES ☐ NO -medical check list  
 8. Visual observation of inmates ☒ YES ☐ NO -Directive  
 9. Handling of intoxicated and mentally disabled ☐ YES ☒ NO -no policy  
 10. Date of Manual: \_\_\_\_\_ Date of last revision: \_\_\_\_\_
- r. Is jail under a court order or consent decree? ☐ YES ☒ NO
- s. Do you have an INMATE HANDBOOK? ☐ YES ☒ NO

## X. DECLARATIONS

**Please Read Carefully** The undersigned, acting on behalf of all Insureds, declares that the statements set forth in this application are true and correct and that thorough efforts were made to obtain requested information from each Insured proposed for this insurance to facilitate the proper and accurate completion of this application.

The undersigned agrees that the information provided in this application and any material submitted herewith are the representations of all Insureds are the basis for issuance of the insurance policy provided by us.

The undersigned further agrees that the application and any material submitted herewith shall be considered attached to and a part of the policy. Any material submitted with the application shall be maintained on file (either electronically or paper) with the Insurer and shall be deemed to be attached hereto as if physically attached.

It is further agreed that:

1. If any Insureds discover or become aware of any significant change in the condition of the Insured Entity between the date of this application and the policy inception date, which would render the application inaccurate or incomplete, notice of such change will be reported in writing to us immediately;
2. Any policy issued, will be in reliance upon the truthfulness of the information provided in this application; provided, however, with respect to such information, no knowledge or information possessed by any Insureds shall be imputed to any other Insureds;
3. If any person or persons knew as of the policy inception date that such information contained in the application was untrue, inaccurate or incomplete, then this policy will be void as to that person or persons if such information was material to issuance of the policy. (Not applicable in Georgia or Louisiana).

**Georgia:** If any person or persons knew as of the policy inception date that such information contained in the application was untrue, inaccurate or incomplete, then this policy may be cancelled and the insurer may deny coverage under the terms and conditions of the policy, if such information was material to the acceptance of the risk or to the hazard assumed by the insurer and issuance of the policy.

**Louisiana:** If any person or persons knew as of the policy inception date that such information contained in the application was untrue, inaccurate or incomplete and was provided with the intent to deceive, then this policy will be void as to that person or persons if such information was material to the risk and issuance of the policy.

The information requested in this application is for underwriting purposes only and does not constitute notice to the Insurer under any policy of a claim or potential claim.

The signing of this application does not bind the undersigned to purchase the insurance.

## XI. FRAUD NOTICES

Please read the fraud warning statement applicable to your state. If your state is not shown below, refer to the **GENERAL FRAUD WARNING STATEMENT**:

**GENERAL FRAUD WARNING STATEMENT:** Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects the person to criminal and civil penalties.

**ALABAMA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**ARKANSAS:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**CALIFORNIA:** For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

**COLORADO:** It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**DISTRICT OF COLUMBIA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**FLORIDA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**KANSAS:** Any person who, knowingly and with intent to defraud, presents, causes to be presented or prepares with knowledge or belief that it will be presented to or by an insurer, purported insurer, broker or any agent thereof, any written statement as part of, or in support of, an application for the issuance of, or the rating of an insurance policy for personal or commercial insurance, or a claim for payment or other benefit pursuant to an insurance policy for commercial or personal insurance which such person knows to contain materially false information concerning any fact material thereto; or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act.

**KENTUCKY:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**LOUISIANA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**MAINE:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines and denial of insurance benefits.

**MARYLAND:** Any person who knowingly or willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly or willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**NEBRASKA:** Any person who knowingly and with intent to defraud any insurance company or another person files an application for insurance containing any materially false information, or conceals for the purpose of misleading information concerning any fact material thereto, may be committing a fraudulent insurance act, which may be a crime and may subject the person to criminal and civil penalties.

**NEW JERSEY:** Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

**NEW MEXICO:** ANY PERSON WHO KNOWINGLY PRESENTS A FALSE OR FRAUDULENT CLAIM FOR PAYMENT OF A LOSS OR BENEFIT OR KNOWINGLY PRESENTS FALSE INFORMATION IN AN APPLICATION FOR INSURANCE IS GUILTY OF A CRIME AND MAY BE SUBJECT TO FINES AND CONFINEMENT IN PRISON.

**NEW YORK (OTHER THAN AUTO):** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties not to exceed five thousand dollars and the stated value of the claim for each such violation.

**OHIO:** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**OKLAHOMA:** Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading.

**OREGON:** Any person who knowingly and with intent to defraud or solicit another to defraud the insurer by submitting an application containing a false statement as to any material fact may be violating state law.

**PENNSYLVANIA (OTHER THAN AUTO):** Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**RHODE ISLAND:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

**TENNESSEE (OTHER THAN WC):** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**VIRGINIA:** It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

**WASHINGTON:** It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

**WEST VIRGINIA:** Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

## XII. APPLICANT'S ATTESTATION

Authorized signer of this application attests to the best of his or her knowledge that statements set forth herein are true. Further acknowledged that the signing of this application does not bind the signer to purchase the insurance, but it is agreed this form is the basis of the contract should a policy be issued, and this form will become a part of the policy.

The official designated to receive any and all notices from the insurer to the entity concerning any policy issued as a result of this application is listed below.

Authorized Representative Signature: Barry Scott Date: 4/13/16

Printed Name: Barry Scott Title: Deputy Director of Finance Date of Hire: 2/27/94

Producer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Email: \_\_\_\_\_

Agency: \_\_\_\_\_ Agency Address: \_\_\_\_\_

## **POLICE LIABILITY QUESTIONS FOR THE DEMOCRATIC CONVENTION DETAIL**

### **Rating Basis:**

**Just need approximate numbers of outside law enforcement personnel who will play a role with your D.N.C details.**

**Q1: How many officers from the host city and how many officers from the surrounding communities will be involved?**

**Answer:** As of today, Friday, 04-08-16, The Philadelphia Police Department plans on using 7-Chief Inspectors, 11-Inspectors, 30-Captains, 77-Lieutenants, 190-Sergeants, 13-Corporals, 176-Detectives, 1,870-Police Officers, 6-Tow Truck Drivers. As far as surrounding communities are concern, the Department will be utilizing the services of police and law enforcement personnel from Radnor Township, Bensalem Township, Lower Makefield, Newtown Township, and Plymouth Township of Montgomery Township. Also working alongside Philly PD, will be personnel from some of the University police departments. I don't have exact numbers from the Townships as much of the deployment plan is still a work in progress. I can add that a majority of the outside law enforcement staffing will consist of the specially trained officer such as Bomb, K-9, SWAT, etc.

### **Enforcement Coordination:**

**Q2: Who is ultimately responsible for coordination? NSSE, the City or other entity?**

**Answer:** Due to the Convention being a NSSE declared event, local law enforcement is supporting the protective/security mission as informed by coordination with or direction from United States Secret Service.

**Q3: Where does the line between police jurisdiction and governmental jurisdiction get drawn? Who is responsible for what?**

**Answer:** The geographical and legal boundaries for the Philadelphia Police Department and the City of Philadelphia are the same. The primary jurisdiction of the Philadelphia Police Department is the entire city and county of Philadelphia.

## **POLICE LIABILITY QUESTIONS FOR THE DEMOCRATIC CONVENTION DETAIL**

**Q4: What arrangements have been made to adequately hold and quickly process detainees?**

**Answer:** The Police Department will be designating our Major Crimes Unit as the lead unit to process and arrange for detainment of those individuals arrested under those incidents determined to be part of mass arrests. It is very important to note that personnel in Major Crimes are experienced and well trained in processing mass arrests situations that result from special events. Arrests deemed non-mass arrest will be handled in accordance with Departmental policy and within all appropriate local, state and federal laws.

**Q5: What special training will officers (and any security contractors) receive to properly handle such an event?**

**Answer:**

1. Urban Disorder Training: This training was for Patrol Officers and Supervisors.
2. Remedial refresher training for bike patrol officers was conducted with an 'Urban Disorder' block in the afternoon for the DNC Mobile Field Force detail.
3. We also have a planned an additional Media Law and Privileges class, for as many people as possible. We are going to try to plan 2-hour blocks of supervisors and officers. This will be scheduled after approval and final preparation is completed.

Also, please additional documentation regarding training.

**Q6: Any private security contractors being hired? If so, what is their role in the overall security planning? How many security staff? How are they being directed to coordinate as part of the NSSE planning and execution?**

**Answer:** Private security personnel will be utilized at the Wells Fargo Center and Penna. Convention Center Private security will come under the direction of their management teams, At this time private security will operate as greeters, handle small matters of disagreements among event goers.

## **POLICE LIABILITY QUESTIONS FOR THE DEMOCRATIC CONVENTION DETAIL**

### **Safety Coordination:**

**Q7: What is the overall plan for crowd control? What methods of non-lethal crowd control will be used and how will they ensure crowds will have the ability to disperse quickly and peacefully?**

Answer: Overall crowd control will be conducted utilizing the presence of uniformed police personnel who will be well supervised, and receive training for their assignments. Regarding protesting activity, the Philadelphia Police Department's Civil Affairs Unit will serve as the lead agency for any and all protests. A large platoon of Bike Equipped police who are well trained in crowd control tactics will be assigned to the various events, barricading will be used to control crowds and to provide safe ingress and egress for the events. Senior Command personnel will oversee the deployment of police personnel and use of tactics at all crowd driven events.

SUBMITTED ON FRIDAY, 04-08-16



Q: -What other special events of this size has Philadelphia hosted in the past and what has their experience been like for these events?

A: 2000: Philadelphia successfully hosted the RNC.

2005: Successfully hosted the Biotech Conference.

2005: Successfully hosted Live 8.

2008: Successfully hosted the National Governors' Association.

2013: Successfully hosted the IACP (International Association Chiefs of Police) Convention; and has been selected to host again in 2017.

2014: Successfully hosted the FBINAA (FBI National Academy Associates).

2015: Successfully hosted the Papal Visit which was an NSSE event of even larger magnitude.

Annually, Philadelphia successfully hosts numerous large scale events such as Welcome America, Made in America, The Broad Street Run and The Philadelphia Marathon, The Philadelphia International Bike Race, Penn Relays and periodically hosts the PIFA Street Festival and the Army/Navy Football Game as well as numerous holiday parades including the annual Mummers' parade just to name a few.

It has been the Philadelphia Police Department's experience to plan for the worst case scenario which has proven to provide a successful outcome time and time again. Philadelphia does large events and we do them well.

Q:-Looking at the loss runs provided the largest ones are at \$2.5M – is this total amount or are these capped at all?

A: Please specifically clarify the loss information that is being referred to.

Q:-Where does the line between police jurisdiction and governmental jurisdiction get drawn? Who is responsible for what?

A: Please specifically clarify the information that is being requested.

Q:-How does the police force interact with convention leadership?

A: The Philadelphia Police Department is represented on all 20 DNC Planning Sub-Committees and is represented on the executive level on the DNC Executive Steering Committee. There are numerous DNC weekly planning meetings that are attended by numerous representatives on the Police Department. There is good communication

between the leadership of the Police Department and the Convention leadership and planning is progressing successfully.

Q:-Is the police department deployed inside convention venues?

A: Yes, it is important to note that police personnel assigned inside of the venues are specially assigned to these events based on their experience, training and skill set.

Q:-What procedures will officers follow with respect to crowd control? Specifically, how will escalating and violent crowds be handled? What are guidelines on use of force?

A: The Philadelphia Police Department has had much success in the past with response to demonstrations and will not deviate from our normal response procedures. The Philadelphia Police Department will respond with only the reasonable amount of police action to ensure the safety of the public, while also ensuring that the right to free speech is not violated. Additionally, the City (which includes several upper level Police Officials) has been actively communicating with the ACLU and has had monthly meetings with representatives of the ACLU to ensure transparency, establish an open dialogue and establish an understanding of the level of expectations from both sides.

Q:-How is intelligence shared between the different law enforcement agencies?

A: Intelligence is being shared with our law enforcement partners, United States Secret Service, FBI, State Police, via telephone conversations, email, and DNC related meetings. We have also been in contact with representatives from the Cleveland Police Department via email and telephone. Additionally, information is shared through the HSIN (Homeland Security Information Network) which is a secure DHS hosted internet network for all members of each DNC Sub-Committee.

Q:-Are protest groups allowed/being given protest permits? How many?

A: Current information is attached.

**Follow-Up Questions For Police Liability Insurance****05-18-16**

<b>Event Date(s)</b>	<b>Sponsoring Org.</b>	<b>Event Name</b>	<b>Event Description</b>	<b># of Participants</b>	<b>Location (Address)</b>	<b>Status</b>
7/24/2016	Food & Water Watch	March for Clean Energy Revolution	One mile march for clean energy technology and practices	5,000	Market Street from City Hall to Independence Mall	Approved (Permit Issued)
07/24-07/28/16	N/A	March for Bernie at DNC	Rally @ FDR Park in support of candidate Bernie Sanders	30,000	FDR Park	Approved (Permit Issued)
7/24/2016	N/A	March for Bernie	Rally with various speakers in support of candidate Bernie Sanders	3,000	Thomas Paine Plaza	Approved (Permit Issued)
7/25/2016	LigoranoResse	The American Dream Project	Political rally featuring an ice sculpture with political messaging	100-200	City Hall Courtyard/Thomas Paine Plaza	Pending
7/25/2016	Equality Coalition for Bernie Sanders	March on the DNC 2016	Protest march based on unfair treatment of candidates by the DNC	200	Start @ City Hall; March SB on Broad Street to Stadium Complex Area	Pending
7/25/2016	Poor People's Economic Human Rights Campaign	March for Our Lives	March to end homelessness in America	500	Start @ City Hall; March SB on Broad Street to FDR Park	Disapproved
7/25-7/28/2016	Global Zero	Race to Zero	Demonstration involving inflatable rocket to call for an end to nuclear weapons	200	FDR Park	Pending
7/26/2016	N/A	March for Bernie	Rally with various speakers in support of candidate Bernie Sanders	3,000	Thomas Paine Plaza	Approved (Permit Issued)
07/27-07/28/16	Black Men for Bernie	We the People Restoration Rally	Rally to address economic inequality, human rights, poverty, criminal justice reform and lack of ownership	2,000	Thomas Paine Plaza	Approved (Permit Issued)



Your policy has been signed on our behalf by our President and by our Secretary and Treasurer. However, your policy will not be binding on us unless it is also countersigned by one of our duly authorized agents.

A handwritten signature in black ink, reading "Gus Buonsignore". The signature is fluid and cursive, with the first name "Gus" being more prominent.

President

**Landmark American Insurance Company  
Covington Specialty Insurance Company**

A handwritten signature in black ink, reading "Ronald T. Haden". The signature is cursive and extends to the right with a long, sweeping line.

Secretary

**Landmark American Insurance Company  
Covington Specialty Insurance Company**

