



# COVERAGE AND LIABILITY ISSUES IN SEXUAL MISCONDUCT CLAIMS

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# INTRODUCTION

Munich Re is pleased to present the fifth edition of its comprehensive overview to Coverage and Liability Issues in Sexual Misconduct Claims. Like others in the industry, Munich Re has been handling sexual misconduct claims since the mid-1980's, and since the publication of the fourth edition, there has been continued activity.

Similar to other Munich Re publications that provide surveys of unique issues facing insurance professionals, this edition also offers state-by-state overviews of coverage and liability cases, along with detailed charts designed as a quick reference for those involved in analyzing sexual misconduct claims.

This booklet does not address each and every liability and coverage issue that may arise within the context of sexual misconduct claims. The information contained herein is not a substitute for substantive legal research. Readers are encouraged to conduct their own complete reading and analysis of the cases and to seek their own legal opinions before making significant decisions. Many decisions may be preliminary or under appeal; therefore, a further review of any developments in these cases is required.

Neither the authors nor Munich Re intend to provide legal or insurance advice or analysis. Further, nothing contained in this booklet should be construed as a position or opinion by Munich Re or the authors with respect to insurance coverage, applicable law or any specific claim.

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# CLAIMS AND COVERAGE TRENDS

Since publication of the fourth edition, one of the more significant trends has been the continuing resolution of multiple plaintiff lawsuits filed against various Roman Catholic Archdiocese throughout the United States. The nation's largest archdiocese, the Los Angeles Archdiocese paid \$660 million to settle with 508 claimants. The San Diego Archdiocese paid \$198 million in settlement with 144 claimants. Some estimate that \$1 billion was paid to settle all Southern California related Archdiocese molestation cases.

Although the Catholic Church has drawn tremendous amounts of attention over the past few years, sexual abuse allegations are not limited to a single religious denomination. Claims against the Baptist Church, Greek Orthodox Church, Orthodox Jewish community in Brooklyn, NY, and the Church of the Latter Day Saints have been asserted in recent years. "Survivor" websites track news reports and provide organization and support for many of these claimants. Some of the more prominent websites include: [www.snapnetwork.org](http://www.snapnetwork.org) and [www.survivorsforjustice.org](http://www.survivorsforjustice.org).

State legislation expanding discovery periods for statutes of limitation remains a continuing trend. This booklet contains a reference chart of each state's statute of limitations for childhood sexual abuse claims and notations where significant current legislation is pending.

# SEXUAL MISCONDUCT LIABILITY AND COVERAGE

Although religious institutions have predominated news of sexual misconduct claims, they are not the only entities facing such claims. Schools, camps, scouting organizations, and social service providers also are named as defendants in abuse actions.

The most common actions assert claims against the alleged perpetrator's employer or supervisor alleging negligence in supervision, negligence in hiring or retention, failure to warn or report misconduct or vicarious liability. Defendants in sexual misconduct claims may assert defenses relating to applicable statute of limitations, no prior notice of the perpetrator's actions, and that the acts are outside the scope of employment. Certain defendants may also assert defenses based on certain charitable immunities, First Amendment separation of Church and State, and certain professional privileges, such as physician-patient or clergy-penitent privileges.

From the insurance perspective, insurers started excluding sexual misconduct claims from their contracts by the mid-1980s. Eventually, insurers began offering sexual misconduct coverage, often as a separate coverage with smaller and aggregated limits, or on a claims made basis. Under such coverage, sexual misconduct claims may include actual or threatened sexual abuse, molestation or sexual harassment. It may also include coverage for negligent employment, supervision or retention of an employee held liable for sexual misconduct.

Modern insurance policies can vary greatly and any claim under such a policy requires, as in any claim, careful evaluation of the insurance contract and applicable facts. Policies may give rise to coverage issues pertaining to trigger of coverage, number of occurrences and application of certain policy or statutory intentional act exclusions.

Reference information is presented on a state-by-state basis for some common liability and coverage issues. We do not attempt to address every issue, nor should the booklet substitute for analysis or legal research. The booklet does provide an overview and desk reference for claims personnel and practitioners.

## TIMING AND NUMBER OF OCCURRENCES

Occurrence based insurance contracts often give rise to questions when a particular policy is “triggered” and how many occurrences took place for a particular claim. Sexual misconduct claims often present courts with challenges determining the appropriate triggered policy and a spectrum of potential outcomes, including one occurrence for each policy period during which the sexual misconduct took place, one occurrence per claimant, and one occurrence per perpetrator.

## COVERAGE FOR INTENTIONAL ACTS

Intentional acts are often excluded by specific policy language and statutory or public policy. Further, most courts have found that an injury arising from sexual misconduct, particularly involving minors, is expected or intended. For such activities, an intention to inflict injury is presumed.

Courts have generally found insurers owe a defense obligation for claims of negligent retention or supervision or for premises liability. When an insured knew or should have known that the employee’s sexual misconduct was substantially probable, many courts have found that the insurer has no indemnity obligation.

## SEXUAL MISCONDUCT EXCLUSIONS

Generally, courts have been willing to uphold sexual misconduct exclusions. Issues that arise when courts consider this exclusion include whether the exclusion applies to all insured defendants and whether the exclusion applies to all asserted claims or only those arising solely from, or are intertwined with, the misconduct.

## STATUTES OF LIMITATION

In recent years, state legislatures have expanded statutes of limitation to provide greater court access for alleged abuse plaintiffs. Issues include the application of a “discovery rule” that tolls the statute of limitations period, often until the plaintiff knew or should have discovered the wrongful action or until the plaintiff reaches a certain age. Generally, this is the particular state’s age of majority.

Other states have enacted legislation that specifically expands the limitations period for childhood sexual abuse claims.

## REPORTING LAWS

States maintain child abuse reporting laws that require persons designated as mandatory reporters (teachers, health care providers, etc.) to report known or suspected child abuse incidents.

## OTHER

Some jurisdictions recognize a charitable or sovereign immunity. A small number of jurisdictions recognize respondeat superior liability in certain sexual misconduct claim circumstances.





State	Sexual Misconduct Exclusions	Statute of Limitations <sup>1</sup>	Respondeat superior liability? <sup>2</sup>	1st Amendment Bar? <sup>3</sup>
AL	Applied	2 years after majority for negligence claims	No	
AK	Applied	No limitation for felony sexual abuse. 3 years after majority or knowledge injuries caused by abuse for misdemeanors	Possible	
AZ	Applied	2 years from discovery	Possible	No
AR	Applied	3 years from discovery	No, where no notice	
CA	Applied	To 26th birthday or three years after knowledge injuries were caused by abuse	No	
CO	Applied	6 years after disability removed or cause of action accrues for claims against perpetrators	No	
CN	Applied	30 years after majority	No	No
DE	Applied	No limitation		
DC	Not Applied	7 years after majority or 3 years from victim's knowledge injuries caused by abuse, whichever is later	No	
FL	Applied	7 years after majority or 4 years after knowledge injuries were caused by abuse, whichever is later	No	No
GA	Applied	5 years after age of majority		
HI	Applied	2 years after majority. Discovery rule may apply	No	
ID		5 years after majority or from time child reasonably should have discovered abuse and causal relationship to injury, calculated from date of discovery of last act		
IL	Applied	10 years after majority, 10 years after legal disability removed, 10 years from date victim no longer subject to threats or fraud, or 5 years after knowledge injuries were caused by abuse	No	No
IN		2 years from date of discovery		No
IA		4 years from discovery that injuries were caused by abuse of child under age of 14	Possible	
KS	Applied	3 years from majority age or 3 years after knowledge injuries were caused by abuse, whichever is later	No	
KY		5 years after majority, 5 years from act, or 5 years after claimant knew or should have known of abuse	No	
LA	Applied	10 years after majority	Possible	Possible
ME	Applied	No limitations period		Possible
MD	Potential	7 years after majority	No	Yes for clergy malpractice
MA	Applied	3 years from alleged acts or 3 years after knowledge injuries were caused by abuse	Possible where intentional act ratified	No

State	Sexual Misconduct Exclusions	Statute of Limitations <sup>1</sup>	Respondeat superior liability? <sup>2</sup>	1st Amendment Bar? <sup>3</sup>
MI	Applied	2 years for assault & battery, 3 years for other claims. Sexually abused minor has 1 year from age of majority to file suit.	No	
MN	Applied	6 years after knowledge injuries were caused by abuse	Possible	No
MS	Applied	3 years after majority or 3 years from abuse	No	Possible for certain negligence claims
MO	Not Applied	By age 31 (10 years from age 21) or 3 years after knowledge injuries were caused by abuse, whichever occurs later	No	Possible for negligent ordination and supervision of clergy
MT	Applied	3 years after abuse or 3 years knowledge injuries were caused by abuse		
NE		4 years after majority (age 21)		
NV	Applied	10 years after age 18 or 10 years from discovery injuries were caused by abuse, whichever occurs later	No	
NH	Applied	12 years from claimant's 18th birthday or 3 years from discovery injuries caused by abuse		
NJ		2 years after discovery injuries were caused by abuse		Possible for clergy malpractice
NM	Applied	By age 24 or 3 years after knowledge injuries were caused by abuse, whichever is later		
NY		5 years from majority age against perpetrator, 3 years after majority against institution or others	No	Possible for actions arising out of adult counseling, but not negligent supervision
NC	Applied	3 years after bodily harm becomes apparent but no more than 10 years from last act		Possible for claims relating to hire or discharge decisions, but not for negligent retention or supervision
ND	Applied	2 years after knowledge injuries were caused by abuse. If abuse occurred while minor, must commence action within 2 years of 19th birthday	Possible	
OH	Applied	12 years from accrual of action. Accrual considered date victim reaches age of majority	No	Possible for negligent hiring and retention

State	Sexual Misconduct Exclusions	Statute of Limitations <sup>1</sup>	Respondeat superior liability? <sup>2</sup>	1st Amendment Bar? <sup>3</sup>
OK	Applied	2 years from act or 2 years after knowledge injuries were caused by abuse. Limitations period tolled to age 18 or 5 years from date perpetrator released from incarceration	No	
OR	Applied	By age 40 where abuse occurred before claimant was 18 or 5 years from discovery injuries caused by abuse, whichever is later	Possible	
PA	Applied	12 years after majority (18)	Possible	No
RI	Applied	Against perpetrator, 7 years from abuse or 7 years from discovery injury caused by abuse, whichever is later. For non-perpetrators, 3 years	No	Possible
SC		6 years after majority (21) or 3 years after discovery injuries were caused by abuse, whichever is later	No	
SD		3 years from abuse or 3 years from discovery injuries were caused by abuse, whichever is later	Possible	
TN		1 year after majority (18)	No, for criminal sexual assault	
TX	Applied	5 years after injury. Tolled to age of majority (18)	Possible if conduct within scope of employment	No
UT		4 years after age 18 or 4 years from discovery injuries were caused by abuse	No	
VT	Applied	6 years from abuse or 6 years from discovery injuries caused by abuse	No	Possible
VA		2 years from majority or 2 years from discovery injuries caused by abuse	Possible	
WA	Applied	3 years from abusive act or 3 years after discovery injuries caused by abuse	No	Possible
WV		2 years from majority and within 20 years from abuse		
WI	Applied	Before 35th birthday	No	Possible for negligent supervision claim
WY	Applied	8 years after majority (18) or 3 years after discovery injuries were caused by abuse		

<sup>1</sup> For childhood sexual abuse, whenever applicable.

<sup>2</sup> Vicarious liability, not negligent supervision, training, etc.

<sup>3</sup> Establishment and Free Exercise of Religion under First Amendment as bar(s) to claim.

# STATE CHART



State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
ALABAMA		<p>Inferred intent applied to claims involving sexual abuse of minor children and no coverage for perpetrator. <i>State Farm Fire &amp; Cas. Co. v. Davis</i>, 612 So. 2d 458 (Ala. 1993); See also <i>Horace Mann Ins. Co. v. Fore</i>, 785 F. Supp. 947 (M.D. Ala. 1992); cf. <i>State Auto Ins. Co. v. McIntyre</i>, 652 F. Supp. 1177 (N.D. Ala. 1987).</p>	<p>Subjective standard to determine whether intentional acts exclusions apply to non-perpetrators. See <i>Capital Alliance Ins. Co. v. Thorough-Clean Inc.</i>, 639 So. 2d 1349 (Ala. 1994); <i>Sphere Drake Ins. Co. v. Shoney’s Inc.</i>, 923 F. Supp. 1481 (M.D. Ala. 1996). However, the Alabama Supreme Court held that where a policy excluded coverage for bodily injury which is either expected or intended by “an” insured, there was no coverage for the perpetrator’s wife. <i>State Farm Fire and Casualty Co. v. Davis</i>, 612 So. 2d 458 (Ala. 1993).</p>
ALASKA		<p>Intentional act exclusion precludes coverage for perpetrators of sexual misconduct as intent is inferred. See <i>Kim and T.O. v. National Indemnity Co.</i>, 6 P.3d 264 (Alaska. 2000), overruled on other grounds, <i>Shaw v. State Farm Mut. Auto Ins. Co.</i>, 19 P.3d 588 (Alaska. 2001); <i>Allstate v. Roefls</i>, 698 F. Supp. 815 (D. Alaska 1987); Cf. <i>National Chiropractic Mutual Ins. Co. v. Doe</i>, 23 F. Supp. 2d 1109 (D. Alaska 1998)</p> <p>Inferred intent rule was codified by the Alaska legislature for victims of sexual abuse under the age of 16. Alaska Stat. § 9.55.650. If perpetrator is found to have committed more than one act of sexual abuse against the victim, the victim is not required to prove which specific act caused the injury.</p>	<p>Court found no coverage for claims against sexual misconduct perpetrator and negligence claims against perpetrator’s parents where intentional act exclusion negated coverage for bodily injury intentionally caused by “an insured person”. <i>Allstate v. Roefls</i>, 698 F. Supp. 815 (D. Alaska 1987). However, when the policy language contains no such limitation, the Alaska courts have held that intentional acts exclusions would not preclude coverage for claims of negligence against potentially liable third parties. See <i>C.P. ex rel. M.L. v. Allstate Ins. Co.</i>, 996 P.2d 1216 (Alaska. 2000); <i>St. Paul Fire and Marine Ins. Co., v. F.H.</i>, 55 F.3d 1420 (9th Cir. 1995), overruled on other grounds, <i>Government Employees Ins. Co. v. Dizol</i>, 133 F.3d 1220 (9th Cir. 1998).</p>

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>No coverage for negligence and vicarious liability alleged against the employer whose employee touched claimant in a sexually offensive manner and made sexual remarks, based on exclusion for injuries resulting from "sexual and/or physical abuse by any employee". CNA International v. CPB Enterprises Inc., 982 F. Supp. 831 (S.D. Ala. 1997); Cf. Sentry Ins. Co. v. Miller, 914 F. Supp. 496 (M.D. Ala. 1996), aff'd in part, rev'd in part, 114 F.3d 1202 (11th Cir. 1997) (Exclusion for "personal accidents ...arising out of . . . sexual molestation ..." did not preclude coverage for negligence claims alleging inadvertent contact).</p>	<p>No special limitations period for childhood sexual abuse. 2 year limitation for negligence, 6 years for assault and battery. Ala. Code §6-2-38 and § 6-2-34.</p> <p>The limitations period is suspended for minors until age 19. § 6-2-8.</p> <p>Repressed memory argument rejected in a sexual misconduct case and trauma/repression of the abuse is not insanity disability. Travis v. Ziter, 681 So. 2d 1348 (Ala. 1996).</p>	<p>Ala. Code § 26-14-1 et seq.</p>	<p>Employers are not liable under respondeat superior doctrine for employees' sexual misconduct. Doe v. Swift, 570 So. 2d 1209 (Ala. 1990); Joyner v. AAA Cooper Transp., 477 So. 2d 364 (Ala. 1985).</p>
<p>Sexual misconduct exclusion precludes coverage for abuse claims against the insured. Kim and T.O. v. National Indemnity Co., 6 P.3d 264 (Alaska. 2000), overruled on other grounds, Shaw v. State Farm Mut. Auto Ins. Co., 19 P.3d 588 (Alaska. 2001).</p>	<p>No limitations period for the following acts: (1) felony sexual abuse of a minor; (2) felony sexual assault; or (3) unlawful exploitation of a minor.</p> <p>For non-felonious sexual abuse, within 3 years from the age of majority or after the claimant discovered, or through the use of reasonable diligence should have discovered. Alaska Stat. § 9.10.065.</p>	<p>Alaska Stat. § 47.17.010 et seq.</p>	<p>An employer may be subject to vicarious liability for an employee's sexual misconduct. See Doe v. Samaritan Counseling Center, 791 P.2d 344 (Alaska. 1990), disapproval noted in VECO, Inc. v. Rosebrock, 970 P.2d 906 (Alaska 1999).</p>

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
ARIZONA		<p>Intentional acts exclusion precludes coverage for insured perpetrators of child molestation as intent inferred. <i>Twin City Fire Ins. Co. v. Doe</i>, 788 P.2d 121 (Ariz. Ct. App. 1989); See also <i>State Farm Fire &amp; Cas. Co. v. Brown</i>, 905 P.2d 527 (Ariz. Ct. App. 1995); <i>K.B. v. State Farm Fire &amp; Cas. Co.</i>, 941 P.2d 1288 (Ariz. Ct. App. 1997). However, intent not presumed when the perpetrator is a minor. See <i>United States Auto. Ass'n v. DeValencia</i>, 949 P.2d 525 (Ariz. Ct. App. 1998).</p>	
ARKANSAS		<p>Inferred intent applied to enforce intentional act exclusion and preclude coverage to perpetrators of sexual misconduct. <i>CNA Ins. Co. v. McGinnis</i>, 666 S.W.2d 689 (Ark. 1984); <i>Silverball Amusement Inc. v. Utah Fire Ins. Co.</i>, 842 F. Supp. 1151 (W.D. Ark. 1994), <i>aff'd</i>, 33 F.3d 1476 (8th Cir. 1994).</p>	<p>Intentional act exclusion did not preclude coverage for negligence claims brought against employer of employee who sexually molested a minor. <i>Silverball Amusement Inc. v. Utah Fire Ins. Co.</i>, 842 F. Supp. 1151 (W.D. Ark. 1994), <i>aff'd</i>, 33 F.3d 1476 (8th Cir. 1994).</p>

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Sexual misconduct exclusion barred coverage for liability arising out of alleged sexual misconduct. Court did not address the applicability of sexual misconduct exclusion to a “mixed” claim alleging liability for both sexual and non-sexual misconduct. Chicago Ins. Co. v. Manterola, 955 P.2d 982 (Ariz. Ct. App. 1998).</p>	<p>Personal injury actions must be commenced within 2 years from accrual. Ariz. Rev. Stat. § 12-542. Limitations period suspended until age 18 or if claimant is of “unsound mind”. §12-502.</p> <p>Discovery rule applied in repressed memory claim. Doe v. Roe, 955 P.2d 951 (Ariz. 1998). Expert testimony not necessary to support repressed memory claim. Confidential Claimant No. 87/204 v. Roman Catholic Church, 319 Fed. Appx. 566 (9th Cir. 2009)</p> <p>Perpetrator’s threats to harm himself or his victim may toll limitations period during the period of duress. Doe v. Garcia, 5 F. Supp. 2d 767 (D. Ariz. 1998).</p>	<p>Ariz. Rev. Stat. § 13-3620 et seq.</p>	<p>Employer may be subject to respondeat superior liability for an employee’s criminal sexual assault, abuse and harassment if the acts were committed incident to employment. Test is whether the conduct was committed in the scope of authority or whether the employee used the actual or apparent authority of his position to commit the sexual assaults. State v. Schallock, 941 P.2d 1275 (Ariz. 1997).</p> <p>Free Exercise Clause of the First Amendment did not bar negligence claims against a church where pastor allegedly defrauded and seduced claimant. Rashedi v. General Board of Church of the Nazarene, 54 P.3d 349 (Ariz. App. 2002).</p>
<p>Sexual acts exclusion barred coverage where resident of a temporary facility sued the facility alleging rape by a fellow resident. See Western World Ins. Co. v. Branch, 965 S.W.2d 760 (Ark. 1998); See also Govar v. Chicago Ins. Co., 879 F.2d 1581 (8th Cir. 1989) (applying Arkansas law).</p>	<p>Any civil action based on sexual abuse that occurred when the injured person was a minor, but is not discovered until after the person reached the age of majority, must be brought within 3 years from the time of discovery of the abuse by the injured party. A claim based on an assertion of more than one act of sexual abuse is not limited to the injured party’s first discovery of the relationship between any of those acts and the injury, but may be based on the injured party’s discovery of the effect of the series of acts. Ark. Code Ann. § 16-56-130.</p>	<p>Ark. Code Ann. §12-12-501 et seq.</p>	<p>No vicarious liability for the sexual misconduct of employees absent evidence that the employer had notice of the misconduct. See Porter v. Harshfield, 948 S.W.2d 83 (Ark. 1997); Regions Bank &amp; Trust v. Stone County Skilled Nursing Home Facility, 49 S.W.3d 107 (Ark. 2001).</p> <p>In a case where members of a church filed discovery motions asserting a statutory right to financial data and other business information, dispute was ecclesiastical in nature. Gibson v. Brown, 749 S.W.2d 297 (Ark. 1988).</p>



State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
CALIFORNIA	<p>Where a childcare worker's husband molested three children over a period of many months and the policy provided that "repeated exposure" to the same "general conditions" is one occurrence, the court found one occurrence for each child that was abused. State Farm Fire and Casualty Co. v. Elizabeth N., 12 Cal. Rptr. 2d 327 (Cal. Ct. App. 1992).</p> <p>Where a foster parent negligently failed to stop her husband from molesting a child over a 3-year period and the policy provided coverage for "act(s), errors or omissions . . . occurring during the policy period" with limits of \$500,000 each claim, the court found there was \$1.5 million in insurance coverage available. National Union Fire Ins. Co. v. Lynette C., 33 Cal. Rptr.2d 496 (Cal. Ct. App. 1994).</p>	<p>Inferred intent applied to child abuse claims and no coverage for perpetrator because molestation constitutes an intentional act causing intentional harm. J.C. Penney Cas. Ins. Co. v. M.K., 278 Cal. Rptr. 64 (Cal. 1991); Quan v. Truck Ins. Exchange, 79 Cal. Rptr. 2d 134 (Cal. Ct. App. 1998); Farmer v. Allstate Ins. Co., 311 F. Supp. 2d 884 (C.D. Cal. 2004); Cf. State Farm Fire &amp; Cas. Co. v. Nycum, 943 F.2d 1100 (9th Cir. 1991. Duty to defend may exist where damages sought for sexual and non-sexual conduct. Horace Mann Ins. Co. v. Barbara B., 17 Cal. Rptr. 2d 210 (Cal. 1993); Cf. Coit Drapery Cleaners, Inc. v. Sequoia Ins. Co., 18 Cal. Rptr. 2d 692 (Cal. Ct. App. 1993).</p>	<p>Negligence based claims brought against supervisory defendant are excluded from coverage if the policy precluded coverage for acts of "any" insured as compared with "the" insured. Allstate Ins. Co. v. Gilbert, 852 F.2d 449 (9th Cir. 1988); American States Ins. Co. v. Borbor, 826 F.2d 888 (9th Cir. 1987); Farmer v. Allstate Ins. Co., 311 F. Supp. 2d 884 (C.D. Cal. 2004).</p>

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Sexual misconduct exclusions generally upheld. See <i>Farmer v. Allstate Ins. Co.</i>, 311 F. Supp. 2d 884 (C.D. Cal. 2004); <i>Northland Ins. Co. v. Briones</i>, 97 Cal. Rptr. 2d 127 (Cal. Ct. App. 2000); <i>Jane D. v. Ordinary Mutual</i>, 38 Cal. Rptr. 2d 131 (Cal. Ct. App. 1995); Cf. <i>National Union Fire Ins. Co. v. Lynette C.</i>, 279 Cal. Rptr. 394 (Cal. Ct. App. 1991), modified on remand, 33 Cal. Rptr. 2d 496 (Cal. Ct. App. 1994) (Coverage for foster mother who negligently failed to protect foster child from molestation where policy excluded coverage if insured acted with actual lasciviousness or immoral purpose and intent).</p>	<p>Claims against perpetrators are required to commence within 8 years of age of majority; or 3 years from discovery that psychological injury or illness occurring after the age of majority was caused by the sexual abuse, whichever is later. Cal. Code Civ. Proc. § 340.1(a).</p> <p>California Supreme Court recently granted review on case involving discovery prong of statute. <i>Quarry v. Doe 1</i>, 211 P.3d 1060 (Cal. June 10, 2009).</p> <p>California courts have discussed the application of the repressed memory rule. See <i>Lent v. Doe</i>, 47 Cal. Rptr. 2d 389 (Cal. Ct. App. 1995); <i>Tietge v. Western Province of the Servites, Inc.</i>, 64 Cal. Rptr. 2d 53 (Cal. Ct. App. 1997).</p> <p>Psychologist's testimony concerning repressed memory, or dissociative amnesia, not based on new scientific technique. <i>Wilson v. Phillips</i>, 86 Cal. Rptr. 2d 204 (Cal. App. 1999).</p>	<p>Cal. Penal Code § 11164 et seq.</p>	<p>Generally, no vicarious liability. <i>John R. v. Oakland Unified Minor School District</i>, 256 Cal. Rptr. 766 (Cal. 1989) (School district); <i>Jeffrey v. Central Baptist Church</i>, 243 Cal. Rptr. 128 (Cal. Ct. App. 1988); <i>Rita M. v. Roman Catholic Archbishop of Los Angeles</i>, 232 Cal. Rptr. 685 (Cal. Ct. App. 1986).</p>

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
COLORADO		<p>Intent to injure may be inferred as a matter of law for claims where an adult perpetrator engaged in sexual activities with a child. See Allstate Ins. Co. v. Troelstrup, 789 P.2d 415 (Colo. 1990); Colorado Farm Bureau Mut. Ins. Co. v. Snowbarger, 934 P.2d 909 (Colo. Ct. App. 1997).</p> <p>Intent to harm inferred where the perpetrator was a minor. Swenkowski v. Dawson, 881 P.2d 437 (Colo. Ct. App. 1994).</p>	<p>Intentional acts exclusion precludes coverage when “any insured” intended or expected harm bars coverage for parents in claim arising from minor son’s sexual assault on another minor. Swenkowski v. Dawson, 881 P.2d 437 (Colo. Ct. App. 1994).</p>

**Sexual Misconduct Exclusions****Statute of Limitations****Reporting Laws****Other**

Sexual misconduct exclusions generally upheld and not violative of public policy. *Bohrer v. Church Mutual Ins. Co.*, 965 P.2d 1258 (Colo. 1998); *Church Mutual Ins. Co. v. Klein*, 940 P.2d 1001 (Colo. Ct. App. 1996).

Actions based on a sexual assault or a sexual offense against a child must commence either 6 years after a disability has been removed for a person under disability or 6 years after a cause of action accrues, whichever occurs later. Col. Rev. Stat. § 13-80-103.7. The term "person under a disability" includes victims of sexual assault where there is a special relationship or where the victim resides in an institution. § 13-80-1037(3.5)(a). If a claimant brings a civil action 15 years or more after attaining age 18, the claimant may only recover damages for medical and counseling treatment and expenses plus costs and fees. § 13-80-103.7(3.5)(c).

Action accrues when both the injury and its cause are known or should have been known by the exercise of reasonable diligence. § 13-80-108. See also *In re Archdiocese of Denver Cases – Group I*, 2007 WL 1234831 (Colo. Dist. Ct. 2007); *Colburn v. Kopit*, 59 P.3d 295 (Colo. Ct. App. 2002); *Sailsbery v. Parks*, 983 P.2d 137 (Colo. Ct. App. 1999); *Cassidy v. Smith*, 817 P.2d 555 (Colo. Ct. App. 1991).

The 6-year limitations period does not apply to claims against parties other than the perpetrator. *Sandoval v. Archdiocese of Denver*, 8 P.3d 598.

Colo. Rev. Stat. § 19-3-301 et seq.

The trust funds of a charitable institution cannot be seized or appropriated to satisfy a tort liability. *Hemenway v. Presbyterian Hosp. Ass'n of Colo.*, 419 P.2d 312 (Colo. 1966); *Michard v. Myron Stratton Home*, 355 P.2d 1078 (Colo. 1960).

No vicarious liability for a clergy member's sexual acts with a parishioner. *Moses v. Diocese of Colo.*, 863 P.2d 310 (Colo. 1993), cert. denied, *Diocese of Colorado v. Moses*, 511 U.S. 1137 (1994); *Destefano v. Grabrian*, 763 P.2d 275 (Col. 1988); (Archdiocese may be liable for negligent supervision.)

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
CONNECTICUT		<p>Intent to harm inferred when adults sexually assault children. <i>United Services Auto. Ass'n v. Marburg</i>, 698 A.2d 914 (Conn. App. 1997); See also <i>Colonial Penn Ins. Co. v. Dimitriadis</i>, 2003 WL 22904286 (Conn. Super. Nov. 14, 2003). See also, <i>Covenant Ins. Co. v. Sloat</i>, 2003 WL 21299384 (Conn. Super. May 25, 2003) (15-year-old abuser held to intend to cause harm)</p> <p>An insured can rebut the presumption of intentional misconduct by producing evidence of a mental disease or illness. <i>Mount Vernon Fire Ins. v. Morris</i>, 2004 WL 1730133 (Conn. Super. July 1, 2004).</p>	
DELAWARE		<p>Intentional acts exclusion precludes coverage for bodily injury expected or intended by an insured perpetrator based on the "inferred intent" doctrine that sexual molestation of a minor is, by its nature, intended or expected to cause injury. <i>Motley v. Maddox</i>, 1992 WL 52206 (Del. Super. Ct. Feb 19, 1992); See also <i>Nationwide Mutual Ins. Co., v. Flagg</i>, 2001 WL 845705 (Del. Super. Ct. July 3, 2001).</p>	<p>Exclusion for intentional acts of "an insured" precludes coverage for all claims against any insured arising out of sexual misconduct, including claims against a non-perpetrator. <i>Motley v. Maddox</i>, 1992 WL 52206 (Del. Super. Ct. Feb. 19, 1992).</p>
DISTRICT OF COLUMBIA			

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Abuse and molestation exclusion precluded coverage for pre-school in suit arising out of molestation of female student by minor male students. <i>Community Action for Greater Middlesex County, Inc. v. Am. Alliance Ins. Co.</i>, 757 A.2d 1074 (Conn. 2000). Sexual misconduct exclusion upheld in connection with negligence claims against a daycare for an employee's sexual abuse of a minor child. <i>Mount Vernon Fire Ins. v. Morris</i>, 877 A.2d 910 (Conn. App. 2005);</p>	<p>Actions to recover damages for personal injury to a minor, including emotional distress, caused by sexual abuse, sexual exploitation or sexual assault, may be brought 30 years from the date such person attains the age of majority. Conn. Gen. Stat. § 52-577d</p> <p>§ 52-577d applies to all claims for personal injury to a minor caused by sexual abuse, not just claims against perpetrators. <i>Todd M. v. Richard L.</i>, 696 A.2d 1063 (Conn. Super. Ct. 1995); <i>Doe v. Indian Mountain School</i>, 921 F. Supp. 82 (D. Conn. 1995); <i>Nutt v. Norwich Roman Catholic Diocese</i>, 921 F. Supp. 66 (D. Conn. 1995).</p>	<p>Conn. Gen. Stat. § 17a-101 et seq.</p>	<p>No vicarious liability for sexual abuse by priest as abuse is outside the scope of employment. <i>Beach v. Jean</i>, 746 A.2d 228 (Conn. Super. Ct. 1999); <i>Doe v. Hartford Roman Catholic Diocesan Corp.</i>, 716 A.2d 960 (Conn. Super. Ct. 1998); <i>Nutt v. Norwich Roman Catholic Diocese et al.</i>, 921 F. Supp. 66 (D. Conn. 1995); Cf. <i>Mullen v. Horton</i>, 700 A.2d 1377 (Conn. App. Ct. 1997).</p> <p>The First Amendment does not bar claims against religious institutions for negligent hiring, training, retention and supervision of clergy. <i>Martinelli v. Bridgeport Roman Catholic Diocesan Corp.</i>, 196 F.3d 409 (2d Cir. 1999); <i>Rosado v. Bridgeport Roman Catholic Diocesan Corp.</i>, 716 A.2d 967 (Conn. Super. Ct. 1998); <i>Doe v. Hartford Roman Catholic Diocesan Corp.</i>, 716 A.2d 960 (Conn. Super. Ct. 1998); <i>Nutt v. Norwich Roman Catholic Diocese et al.</i>, 921 F. Supp. 66 (D. Conn. 1995).</p>
<p>Sexual molestation exclusion which precluded coverage for acts of sexual molestation "by or at the direction of an insured, an insured's employee or any other person" precluded coverage to both the policyholder and her son who sexually abused a minor at the policyholder's day care center. <i>Motley v. Maddox</i>, 1992 WL 52206 (Del. Super. Ct. Feb. 19, 1992).</p>	<p>No limitations period for childhood sexual abuse. 2 year revive period expired on July 9, 2007. Del. Code Tit. 10, § 8145.</p>	<p>Del. Code Tit. 16, § 902 et seq.</p>	<p>The Delaware Courts have rejected the doctrine of charitable immunity. <i>Quinn v. Kent Gen. Hosp., Inc.</i>, 617 F. Supp. 1226 (D. Del. 1985). However, volunteers and workers of nonprofit organizations are immune from civil liability for alleged negligent acts or omissions in connection with the organization's activities, except for willful and wanton or grossly negligent misconduct. Del. Code Ann. Tit. 10, § 8133(b) &amp; (d).</p>
<p>Sexual action exclusion no bar to negligent hiring and supervision claims involving counselor's sexual contact with a mentally ill patient. <i>Potomac Residence Club v. Western World Ins. Co.</i>, 711 A.2d 1228 (D.C. 1998), rehearing en banc granted, 711 A.2d 1250 (D.C. 1998) (settled before decision).</p>	<p>Action arising out of sexual abuse while the victim was a minor -- 7 years from the date that the victim attains the age of 18, or 3 years from when the victim knew, or reasonably should have known, of any act constituting abuse, whichever is later. §12-301(11).</p> <p>Discovery rule applied to cases where claimants claim repressed memory. See <i>Farris v. Compton</i>, 652 A.2d 49 (D.C. 1994); Cf. <i>Cevenini v. Archbishop of Washington</i>, 707 A.2d 768 (D.C. 1998).</p>	<p>D.C. Code Ann. § 4-1301.01 et seq.</p>	<p>No respondeat superior liability involving sexual assault because sexual assault could never fall within the scope of office or employment or further an employer's business, even if the assault was committed while the employee was "on duty". <i>Guzel v. State of Kuwait</i>, 818 F. Supp. 6 (D.D.C. 1993); See also <i>Boykin v. District of Columbia</i>, 484 A.2d 560 (D.C. 1984) (School district); <i>Sebastian v. District of Columbia</i>, 636 A.2d 958 (D.C. 1994).</p>

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
FLORIDA	Coverage under a claims-made policy is triggered by insured's discovery of a claim and the provision of notice to insurer within the policy term. <i>Panatropic Power Products, Inc. v. Fireman's Fund Ins. Co.</i> , 141 F. Supp. 2d 1366 (S.D. Fla. 2001).	Inferred intent applied to sexual abuse of minors and intentional acts exclusion precludes coverage for the perpetrator. <i>Landis v. Allstate Ins. Co.</i> , 546 So. 2d 1051 (Fla. 1989); <i>Allstate Ins. Co. v. Bailey</i> , 723 F. Supp. 665 (M.D. Fla. 1989); <i>Allstate Ins. Co. v. McCranie</i> , 716 F. Supp. 1440 (S.D. Fla. 1989); <i>State Farm Fire &amp; Casualty Co. v. Tippett</i> , 864 So. 2d 31 (Fla. App. 4th Dist. 2003).	Negligent hiring and supervision claims against daycare center arising out of purported student molestation by teachers were covered under liability policy. <i>United States Fidelity &amp; Guaranty v. Toward</i> , 734 F. Supp. 465 (S.D. Fla. 1990); Cf. <i>Sunshine Birds &amp; Supplies, Inc. v. U.S. Fidelity &amp; Guaranty Co.</i> , 696 So. 2d 907 (Fla. App. 3d Dist. 1997); (If insured had actual knowledge of employees' proclivity to molest young children, not insurable risk.); <i>Allstate Ins. Co. v. McCranie</i> , 716 F. Supp. 1440 (S.D. Fla. 1989), <i>aff'd</i> , 904 F.2d 713 (11th Cir. 1990).
GEORGIA		Inferred intent to harm when adults sexually assault children. <i>Roe v. State Farm Ins. &amp; Cas. Co.</i> , 376 S.E.2d 876 (Ga. 1989); <i>Allstate Ins. Co. v. Jarvis</i> , 393 S.E.2d 489 (Ga. Ct. App. 1990); <i>Harden v. State Farm &amp; Cas. Co.</i> , 605 S.E.2d 37 (Ga. Ct. App. 2004).	No coverage to insured for claims arising from insured's husband's sexual abuse where policy excluded coverage for bodily injury "expected or intended ... [or] which is the result of willful and malicious acts of an insured," husband was co-insured under policy and the claim was the "result of" husband's willful acts. <i>Harden v. State Farm Fire &amp; Cas. Co.</i> , 605 S.E.2d 37 (Ga. Ct. App. 2004).
HAWAII	Employee's claim of ongoing sexual harassment in workplace and retaliatory wrongful discharge constituted one occurrence under CGL coverage with only one policy limit available. <i>C.I.M. Ins. Corp. v. Masamitsu</i> , 74 F. Supp. 2d 975 (D. Hawaii 1999).		

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Sexual abuse exclusion precluded coverage for negligence claims against a day care operator arising out of sexual battery of minors. Casualty Indemnity Exchange v. Small Fry, Inc., 709 F. Supp. 1144 (S.D. Fla. 1989); See also TIG Ins. Co. v. Sweet Factory, Inc., 748 So. 2d 337 (Fla. App. 5th Dist. 1999); Guideone Elite Ins. Co. v. Old Cutler Presbyterian Church, Inc., 420 F.3d 1317 (11th Cir. 2005).</p>	<p>An action founded on alleged abuse must be commenced within 7 years after the age of majority, or within 4 years after the injured person leaves the dependency of the abuser, or within 4 years from the time of discovery by the injured party of both the injury and the causal relationship between the injury and the abuse, whichever occurs later. Fla. Stat. Ann. § 95.11(7).</p> <p>Neither the extended limitations period nor the continuing tort doctrine applied to claimant's claims she was sexually abused by father over 26 year period because she knew that she had been the victim of abuse and that she suffered injury. <i>Tobin v. Damian</i>, 772 So. 2d 13 (Fla. App. 4th Dist. 2000). 4-year limitation period applied where alleged negligent hiring and retention against church and bishop for alleged sexual abuse of a minor by a priest, as extended limitation period applies to intentional tort. <i>Doe v. Dorsey</i>, 683 So. 2d 614 (Fla. App. 5th Dist. 1996), abrogated on other grounds, <i>Malicki v. Doe</i>, 814 So. 2d 347 (Fla. 2002).</p>	<p>Fla. Stat. Ann. § 39.201 et seq.</p>	<p>No vicarious liability for pastor's sexual assault as it was outside the scope of his employment. <i>Elders v. United Methodist Church</i>, 793 So. 2d 1038 (Fla. App. 3d Dist. 2001); <i>Iglesia Cristiana La Casa Del Senor, Inc. v. L.M.</i>, 783 So. 2d 353 (Fla. App. 3d Dist. 2001).</p> <p>The Free Exercise Clause of the First Amendment does not bar claims against church, diocese and bishop alleging breach of fiduciary duty, negligent hiring, supervision and retention based on pastor's relationship with parishioner. <i>Doe v. Evans</i>, 814 So. 2d 370 (Fla. 2002). See also <i>Malicki v. Doe</i>, 814 So. 2d 347 (Fla. 2002); <i>Elders v. United Methodist Church</i>, 793 So. 2d 1038 (Fla. App. 3d Dist. 2001).</p>
<p>Coverage for insured's sexual misconduct not contrary to public policy. <i>Am. Home Assurance Co. v. Smith</i>, 462 S.E.2d 441 (Ga. Ct. App. 1995).</p>	<p>Action must commence within 5 years from reaching age of majority for childhood sexual abuse claims. Ga. Code Ann. § 9-3-33.1.</p> <p>Causes of action arising out of sexual contact accrue at the time of the acts, even if claimant did not recognize or discover the full impact of the harm until later. <i>Hickey v. Askren</i>, 403 S.E.2d 225 (Ga. Ct. App. 1991).</p> <p>Discovery rule does not apply to claims governed by § 9-3-33.1. <i>M.H.D. v. Westminster Schools</i>, 172 F.3d 797 (11th Cir. 1999).</p>	<p>Ga. Code Ann. § 19-7-5 et seq.</p>	<p>Charitable institutions not liable for the negligence of officers and employees unless they fail to exercise ordinary care in the selection or retention of such officers and employees. Ga. Code Ann. § 51-1-20; See also <i>Harrell v. Louis Smith Memorial Hosp.</i>, 397 S.E.2d 746 (Ga. Ct. App. 1990); <i>Y.M.C.A. v. Bailey</i>, 130 S.E.2d 242 (Ga. Ct. App. 1963).</p>
<p>Sexual activity exclusion barred coverage for psychologist in malpractice claim for sexual misconduct. <i>Chicago Ins. Co. v. Griffin</i>, 817 F. Supp. 861 (D. Hawaii 1993).</p>	<p>Childhood sexual abuse claims must commence within 2 years from age of majority. Hawaii Rev. Stat. §§ 657-7 &amp; 657-13. Discovery rule may apply to claims of childhood sexual abuse where a claimant was unable to discover psychological injury caused by the abuse. <i>Dunlea v. Dappen</i>, 924 P.2d 196 (Hawaii 1996), abrogated on other grounds, <i>Hac v. University of Hawaii</i>, 73 P.3d 46 (Hawaii 2003).</p>	<p>Hawaii Rev. Stat. § 350-1 et seq.</p>	<p>No respondeat superior liability as therapist's sexual misconduct with a patient not within the scope of employment. <i>Sharples v. State of Hawaii</i>, 793 P.2d 175 (Hawaii 1990).</p>



State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
IDAHO		Inferred intent in sexual misconduct cases and intentional act exclusion precludes coverage to perpetrators. State Farm Fire & Cas. Co. v. Doe, 946 P.2d 1333 (Idaho 1997); Mutual Of Enumclaw v. Wilcox, 843 P.2d 154 (Idaho 1992).	Where molestation victims sued a day care center employee for negligently failing to warn of or report her husband's sexual abuse of children, employee's alleged negligence was not an occurrence, because it was the husband's abusive conduct that caused the injury. Mutual of Enumclaw v. Wilcox, 843 P.2d 154 (Idaho 1992).

**Sexual Misconduct  
Exclusions**

**Statute of Limitations**

**Reporting  
Laws**

**Other**

Childhood sexual abuse claims: 5 years from age of majority or, after the child reaches majority, within 5 years from time victim discovers or reasonably should have discovered the act, abuse or exploitation and its causal relationship to an injury suffered, whichever occurs later. Idaho Code § 6-1704. The date of discovery is computed from the date of discovery of the last act by the same perpetrator. § 6-1704. Parent or guardian knowledge not imputed to a minor child. *Id.* This statute applies to causes of action that occurred on or after July 1, 1989. § 6-1705.

No tolling of statute of limitations for repressed memories. See *Bonner v. Roman Catholic Diocese of Boise*, 913 P.2d 567 (Idaho 1996).

5 year limitation period does not apply to claims against a non-perpetrator school district. See *Osborn v. Salinas*, 958 P.2d 1142 (Idaho 1998); See also *Steed v. Grand Teton Council of the Boy Scouts of America, Inc.*, 172 P.3d 1123 (Idaho 2007).

Idaho Code  
§ 16-1601 et  
al.

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
ILLINOIS	<p>Where priest sexually abused female minor over multiple policy periods, court found negligent supervision constituted an “occurrence” in each policy period in which abuse took place. The loss was allocated between policy periods based on the number of months of abuse within each period divided by the total number of months where there was sexual abuse. The court also found that a separate retention and policy limit were potentially available to cover the loss. Roman Catholic Diocese of Joliet v. Interstate Fire Ins. Co., 685 N.E.2d 932 (Ill. App. Ct. 1997).</p>	<p>Intent to harm inferred by conduct and exclusion for bodily injury expected and intended by the perpetrator upheld. See Hartford Ins. Co. of Ill. v. Kelly, 723 N.E.2d 288 (Ill. App. Ct. 1999); State Farm Fire &amp; Casualty Co. v. Watters, 644 N.E.2d 492 (Ill. App. Ct. 1994); Western States Ins. v. Bobo, 644 N.E.2d 486 (Ill. App. Ct. 1994); Scudder v. Hanover Ins. Co., 559 N.E.2d 559 (Ill. App. Ct. 1990).</p> <p>Intent to harm will not be inferred where the perpetrator is a minor. Country Mutual Ins. Co. v. Hagan, 698 N.E.2d 271 (Ill. App. Ct. 1998).</p>	<p>Allegations in complaint examined to determine whether non-perpetrator’s actions are intentional and thus excluded from coverage. See Westfield National Ins. Co. v. Continental Community Bank, 804 N.E. 2d 601 (Ill. App. Ct. 2003); Cf. American Family Mut. Ins. Co. v. Enright, 781 N.E. 2d 394 (Ill. App. Ct. 2002); United States Fidelity &amp; Guaranty Co. v. Open Sesame Child Care Center, 819 F. Supp. 756 (N.D. Ill. 1993).</p>

**Sexual Misconduct Exclusions****Statute of Limitations****Reporting Laws****Other**

Sexual misconduct exclusion held to preclude coverage for perpetrator. See *Illinois State Medical Ins. Services v. Chichon*, 629 N.E.2d 822 (Ill. App. Ct. 1994); *American Home Assurance Co. v. Stone*, 864 F. Supp. 767 (N.D. Ill. 1994), *aff'd.*, 61 F.3d 1321 (7th Cir. 1995). However, duty to defend negligent hiring claim. *American Family Mut. Ins. Co. v. Enright*, 781 N.E.2d 394 (Ill. App. Ct. 2002).

For tort actions based on childhood sexual abuse, action must commence within 10 years from age 18, or 10 years from date that a legal disability was removed, or 10 years from date victim is no longer subject to threats, intimidation, manipulation or fraud perpetrated by abuser or person acting in abuser's interests, or 5 years from the date the victim discovers or through the use of reasonable diligence should discover that the act of sexual abuse occurred and that the injury was caused by it. § 5/13-202.2(b).

The limitations period does not run when the person abused is subject to threats, intimidation, manipulation or fraud perpetrated by the abuser or person acting in the interest of the abuser. § 5/13-202.2(d-1).

No retroactive application of statutory amendment increasing limitations period in childhood sexual abuse claims. *Doe A v. Dioceses of Dallas*, 917 N.E.2d 475 (Ill. 2009)

The discovery rule applies to suits against perpetrators and to non-perpetrators who had a duty to protect the child victim. *Hobert v. Covenant Children's Home*, 723 N.E.2d 384 (Ill. App. Ct. 2000). The limitations period begins to run when the claimant is aware that injuries were sustained and were wrongfully caused. See *Parks v. Knownacki*, 737 N.E.2d 287 (Ill. 2000).

A statute of repose was in effect from January 1, 1991 to 1994 that precluded litigants over age 30 from commencing an action based on childhood sexual abuse. 735 Ill. Comp. Stats. 5/13-202.2(b). Although the statute was repealed, it created a vested right for defendants such that anyone who attained age 30 prior to 1994 is barred from bringing a claim. See *M.E.H. v. L.H.*, 669 N.E.2d 1228 (Ill. App. Ct. 1996); *Benton v. Vonnahmen*, 679 N.E.2d 1270 (Ill. App. Ct. 1997).

325 Ill. Comp. Stats. § 5/11 et seq.

Employee's sexual assault on a third party outside the scope of the employment. See *Amato v. Greenquist*, 679 N.E.2d 446 (Ill. App. Ct. 1997); *Deloney v. Board of Education of Thornton*, 666 N.E.2d 792 (Ill. App. Ct. 1996); *Randi F. v. High Ridge YMCA*, 524 N.E.2d 966 (Ill. App. Ct. 1988); *Webb v. Jewel Companies, Inc.*, 485 N.E.2d 409 (Ill. App. Ct. 1985).

Illinois courts have declined to entertain cases involving the interpretation of religious doctrine. See *Baumgartner v. First Church of Christ*, 490 N.E.2d 1319 (Ill. App. Ct. 1986). Claims against clergy for breach of fiduciary duty are not actionable under Illinois law. *Amato v. Greenquist*, 679 N.E.2d 446 (Ill. App. Ct. 1997). However, negligence action against church for failure to protect plaintiffs from sexual misconduct by its clergy would not require the court to adjudicate or interpret religious policies, practices, doctrines or tenets, and is not barred by Free Exercise Clause. *Bivin v. Wright*, 656 N.E.2d 1121 (Ill. App. Ct. 1995).

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
INDIANA		<p>Inferred intent applied in cases involving sexual molestation of children and no coverage to alleged perpetrator. See <i>Wiseman v. Leming</i>, 574 N.E.2d 327 (Ind. App. Ct. 1991); See also <i>Wayne Township Bd. of School Commissioners v. Indiana Ins. Co.</i>, 650 N.E.2d 1205 (Ind. App. Ct. 1995); <i>National Fire &amp; Casualty Co. v. West</i>, 107 F.3d 531 (7th Cir. 1997); <i>State Farm Fire &amp; Cas. Co. v. C. F.</i>, 812 N.E.2d 181 (Ind. App. Ct. 2004) (Minor’s sexual abuse of another minor not an “occurrence”).</p>	<p>Where the policy excluded intentional acts of “the insured,” coverage was barred only for the person who committed the intentional act, while language of “an insured” would bar coverage for all insureds. <i>Wayne Township Bd. of School Commissioners v. Indiana Ins. Co.</i>, 650 N.E.2d 1205 (Ind. App. Ct. 1995).</p>
IOWA		<p>Intent to injure inferred when committing sexual acts and victim’s injuries within intentional injury exclusions. <i>Altena v. United Fire &amp; Cas. Co.</i>, 422 N.W.2d 485 (Iowa 1988).</p>	

**Sexual Misconduct Exclusions**

**Statute of Limitations**

**Reporting Laws**

**Other**

The limitations period for personal injury claims is 2 years from the date of discovery. Ind. Code § 34-11-2-4.

Parents charged with the responsibility to discover their children's injuries from sexual abuse. See *Fager v. Hundt*, 610 N.E.2d 246 (Ind. 1993); *Doe v. Shultz-Lewis Child & Family Services, Inc.*, 718 N.E.2d 738 (Ind. 1999) (Non-parent has the additional burden of showing that (1) the parent did not know of the tortious conduct; or (2) the parent knew of the conduct but engaged in collusion to conceal it from the claimant.)

A claimant who alleges repressed memory must prove: (a) the tortious acts alleged; (b) that the defendant breached a duty to inform or engaged in wrongful conduct, which prevented discovery of the cause of action during the statutory period; (c) provide expert opinion evidence as to the repressed memory of the abuse; and (4) the exercise of due diligence in commencing an action. *Doe v. Schults-Lewis Child & Family Servs., Inc.*, 718 N.E. 2d 738 (Ind. 1999); *Doe v. United Methodist Church*, 673 N.E.2d 839 (Ind. App. Ct. 1997.)

Ind. Code. § 31-33-5-1 et seq.

An employer may be liable for the negligent, willful, malicious or even criminal acts of its employees when the employer authorizes such acts; however, an employee's sexual assault upon a third party is outside the scope of the employment. *Konkle v. Henson*, 672 N.E.2d 450 (Ind. App. Ct. 1996).

Review of sexual misconduct claims against a minister or priest does not require an inquiry into religious or church doctrine or practice and First Amendment does not bar sexual misconduct claims. *Konkle v. Henson*, 672 N.E.2d 450 (Ind. App. Ct. 1996).

Action for damages for injuries suffered as a result of sexual abuse to a child is 4 years from time of discovery by victim of both the injury and the causal relationship between the injury and the sexual abuse. Iowa Code § 614.8A.

A "child" for purposes of the statute means a person under the age of 14. *Doe v. Cherwitz*, 518 N.W.2d 362 (Iowa 1994).

The limitations period for injuries suffered as a result of sexual abuse by a counselor, therapist or school employee is 5 years from the date the victim was last treated or last enrolled in the school. Iowa Code § 614.1.10.

Under the common law discovery rule, the limitations period is tolled until the claimant knew or should have known both the fact of the injury and its cause. *Frideres v. Schlitz*, 113 F.3d 897 (8th Cir. 1998); *Borchard v. Anderson*, 542 N.W.2d 247 (Iowa 1996); (Claimant bears burden of showing discovery rule applies.)

Iowa Code § 232.67 et seq.

An employee acts outside the scope of his employment during any alleged sexual abuse. *Godar v. Edwards*, 588 N.W.2d 701 (Iowa 1999). Possible respondeat superior liability if employer knew or should have known of employee's past misconduct making sexual abuse foreseeable. *Murphy v. Pleasantville School Dist.*, 2000 WL 33361989 (S.D. Iowa 2000); See also *Doe v. Hartz*, 52 F. Supp. 2d 1027 (N.D. Iowa 1999).

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
KANSAS	In a case involving a teacher’s sexual abuse of a student over a 3-year period, the court found one policy limit available for each policy period during which the sexual abuse occurred. <i>Kansas State Bank &amp; Trust v. Midwest Mut. Ins. Co.</i> , 1992 WL 363680 (D. Kan. Nov. 17, 1992), <i>aff’d</i> , 25 F.3d 1057 (10th Cir. 1994).	Intent to harm is inferred when adult sexually abuses a child. <i>State Farm Ins. Co. v. Gerrity</i> , 968 P.2d 270 (Kan. App. Ct. 1998); see also <i>T.M. v. Bremen Farmers’ Mut. Ins. Co.</i> , 135 P.3d 774 (Kan. App. 2006); <i>Troy v. Allstate Ins. Co.</i> , 789 F. Supp. 1134 (D. Kan. 1992); <i>Crawford v. Plumm</i> , 2003 WL 22849183 (D. Kan., Nov. 24, 2003).	
KENTUCKY		Sexual molestation is inherently injurious or substantially certain to result in some injury and the intent to injure or the expectation that injury will result can be inferred as a matter of law. <i>Goldsmith v. Physicians Ins. Co. of Ohio</i> , 890 S.W.2d 644 (Ky. Ct. App. 1994).	Employer’s negligent hire and retention of an employee who assaulted and murdered a client was an “occurrence”. <i>Westfield Ins. Co. v. Tech Dry, Inc.</i> , 336 F.3d 503 (6th Cir. 2003)

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Sexual misconduct liability coverage form limits insurer's liability. <i>Kansas State Bank &amp; Trust v. Midwest Mut. Ins. Co.</i>, 1993 WL 59175 (D. Kan. Feb. 2, 1993), <i>aff'd</i>, 25 F.3d 1057 (10th Cir. 1994).</p>	<p>Action for damages suffered as a result of childhood sexual abuse must be filed within 3 years from age 18 or the date the victim discovers or reasonably should have discovered that the injury or illness was caused by childhood sexual abuse, whichever occurs later. Kan. Stat. Ann. § 60-523(a).</p> <p>Question of whether claimants discovered their injuries were caused by childhood sexual abuse within 3 years of filing suit was one of fact for the jury to resolve. <i>Shirley v. Reif</i>, 920 P.2d 405 (Kan. 1996). A sexual abuse claim occurring before the effective date of § 60-523 (July 1, 1992) may not be revived. <i>Ripley v. Tolbert</i>, 921 P.2d 1210 (Kan. 1996); <i>Swartz v. Swartz</i>, 894 P.2d 209 (Kan. App. Ct. 1995).</p>	<p>Kan. Stat. Ann § 38-1502 et seq.</p>	<p>No vicarious liability for sexual misconduct as generally not in furtherance of any employment purpose. <i>Casas v. City of Overland Park</i>, 2001 WL 584426 (D. Kan. May 14, 2001); <i>Doe v. MTMJ, Inc.</i>, 927 F. Supp. 1428 (D. Kan. 1996); <i>Willcox v. Boeing Military Airplane Co.</i>, 1989 WL 107728 (D. Kan. Aug. 23, 1989); <i>Focke v. U.S.</i>, 597 F. Supp. 1325 (D. Kan. 1982).</p>
	<p>Limitations period for civil actions based on childhood sexual abuse is the later of (a) 5 years of the commission of the act; (b) 5 years of the date the victim knew or should have known of the act; or (c) 5 years after the victim attains the age of 18. Ky. Rev. Stat. Ann. § 413.214.</p> <p>Kentucky courts have refused to toll the 5 year limitations period when no evidence that the defendant concealed or had knowledge of the perpetrator's abuse of children. <i>McGinnis v. Roman Catholic Diocese of Covington</i>, 2003 WL 22111094 (Ky. App. Sept. 12, 2003); See also <i>Rigazio v. Archdiocese of Louisville</i>, 853 S.W.2d 295 (Ky. Ct. App. 1993) (No tolling based on repressed memory); <i>Roman Catholic Diocese of Covington v. Sector</i>, 966 S.W.2d 286 (Ky. Ct. App. 1998); (Concealment of Diocese employee's sexual molestation of minors tolled limitations period.)</p>	<p>Ky. Rev. Stat. Ann § 620.030 et seq.</p>	<p>No vicarious liability for diocese as priest's adulterous relationship while providing marriage counseling not within the scope of employment. <i>Osborne v. Payne</i>, 31 S.W.3d 911 (Ky. 2000); See also <i>Roman Catholic Diocese of Covington v. Sector</i>, 966 S.W.2d 286 (Ky. Ct. App. 1998).</p>



State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
LOUISIANA	<p>In a case where 2 priests molested 31 children over a 7 year period, the initial molestation of each claimant during each policy period constituted a separate occurrence. Society of Roman Catholic Church of Diocese of Lafayette and Lake Charles, Inc. v. Interstate Fire &amp; Cas. Co., 26 F.3d 1359 (5th Cir. 1994), appeal after remand, 126 F.3d 727 (5th Cir. 1997).</p>	<p>Inferred intent applied in molestation of minor cases and intentional act exclusions preclude coverage. See L.M. v. J.P.M. &amp; State Farm Ins. Co., 714 So. 2d 809 (La. App. 1998); Smith v. Perkins, 648 So. 2d 482 (La. App. 1994), writ denied, 651 So. 2d 292 (La. 1995).</p>	<p>Intentional acts exclusion did not preclude coverage for baby sitter in case alleging sexual molestation by baby sitter's son. Johnson v. Ned, 2001 WL 1161270 (La. App. Oct. 3, 2001); See also Jones v. Doe, 673 So. 2d 1163 (La. App. 1996); (Intentional acts exclusion no coverage bar to claims against molester's parents.)</p>

**Sexual Misconduct Exclusions****Statute of Limitations****Reporting Laws****Other**

Sexual acts exclusion precludes coverage to perpetrators and to other potentially liable parties. See *Sanchez v. Callegan*, 753 So. 2d 403 (La. App. 2000) (Perpetrator's spouse); *Jones v. Doe*, 673 So. 2d 1163 (La. App. 1996) (School board); *Stein v. Martin*, 709 So. 2d 1041 (La. App. 1998) (Nursery school); *Duplantis v. State Farm*, 606 So. 2d 51 (La. App. 1992); Cf. *Newby v. Jefferson Parish School Board*, 738 So. 2d 93 (La. App. 1999) (No exclusion for claim involving consensual sex between minors); *P.D. v. S.W.L.*, 993 So. 2d 240 (La. App. 2008).

10 year limitations period for sexual abuse of minor. Period commences at age of majority. A claimant older than 21 is required to file a certificate of merit signed by counsel and a licensed mental health professional. La. R.S. 9:2800.9.

The Louisiana Courts have refused to apply this statute retroactively. *G.B.F. v. Keys*, 687 So. 2d 632 (La. App. 1997); *Harrison v. Gore*, 660 So. 2d 563 (La. App. 1995).

The prescriptive period applies to negligence claims arising out of a party's duty to prevent sexual abuse. *Mimmitt v. National Railroad Passenger Corp.*, 2000 WL 1449886 (E.D. La. Sept. 27, 2000); *Hall v. Hebert*, 798 So. 2d 159 (La. App. 2001); (3-year prescriptive period applied to claim against parents for negligent supervision.); *Dugas v. Durr*, 707 So. 2d 1368 (La. App. 1998).

Limitations period suspended where the cause of action is not known or reasonably discoverable by the claimant or where the defendant prevents the claimant from filing suit. See *Wimberly v. Gatch*, 635 So. 2d 206 (La. 1994); Cf. *J.A.G. v. Schmaltz*, 682 So. 2d 331 (La. Ct. App. 1996); *Doe v. Ainsworth*, 540 So. 2d 425 (La. App. 1989).

La. Rev. Stat. Ann. Children's Code Arts. 603 et seq.

Employers are vicariously liable for damages caused by employees in the exercise of the functions in which they are employed, if the employer might have prevented the act that caused the damages, and did not do so. La. Civ. Code Ann. § 2320. In determining an employer's vicarious liability, Louisiana courts consider: (1) whether the tortious act was primarily employment rooted; (2) whether the tortious act was reasonably incidental to the performance of the employee's duties; (3) whether the act occurred on the employer's premises; and (4) whether it occurred during the hours of employment. *Rambo v. Webster Parish School Board*, 745 So. 2d 770 (La. App. 2000); *Sanborn v. Methodist Behavioral Resources*, 866 So. 2d 299 (La. App. 2004); (Substance abuse counselor's sexual assault of client not within the scope of employment.); *Baumeister v. Plunkett*, 673 So. 2d 994 (La. 1996); *Aaron v. New Orleans Riverwalk Association*, 580 So. 2d 1119 (La. App. 1991); Cf. *Harrington v. The Louisiana State Board*, 714 So. 2d 845 (La. App. 1998); (Rape was in course of teacher student relationship.); *Latullas v. State of Louisiana*, 658 So. 2d 800 (La. App. 1995) (State liable for prison guard's rape of inmate.); *Doe v. Roman Catholic Church For Archdiocese of New Orleans*, 615 So. 2d 410 (La. Ct. App. 1993); *Samuels v. Southern Baptist Hospital*, 594 So. 2d 571 (La. App. 1992).

Clergy malpractice claim stemming from a priest's disclosure of claimant's past experiences of sexual abuse barred by First Amendment. *Lann v. Davis*, 793 So. 2d 463 (La. App. 2001); See also *Roppolo v. Moore*, 644 So. 2d 206 (La. App. 1995); *Glass v. The First United Pentecostal Church of Deridder*, 676 So. 2d 724 (La. App. 1996).

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
MAINE		Inferred intent applied to minor's sexual molestation and intentional acts exclusion precludes coverage. <i>Perreault v. Maine Bonding &amp; Cas. Co.</i> , 568 A.2d 1100 (Me. 1990); (Also held that public policy precludes coverage.)	Exclusion barring intentional acts of "the insured" does not preclude coverage for negligence of another insured that contributed to sexual abuse, because negligence is "accidental" and thus an insurable "occurrence". <i>Hanover Ins. Co. v. Crocker</i> , 688 A.2d 928 (Me. 1997). However, exclusion for intentional acts of "an insured" precludes coverage for another insured's negligence. <i>Korhonen v. Allstate Ins. Co.</i> , 827 A.2d 833 (Me. 2003); <i>Johnson v. Allstate Ins. Co.</i> , 687 A.2d 642 (Me. 1997).
MARYLAND		Sexual abuse of a minor by an adult is inherently injurious irrespective of a perpetrator's subjective intent and intentional injury exclusion applied. <i>Pettit v. Erie Insurance Exchange</i> , 709 A.2d 1287 (Md. 1998); See also <i>Harpy v. Nationwide Mut. Fire Ins. Co.</i> , 545 A.2d 718 (Md. Ct. Spec. App. 1988).	

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Exclusion for abuse or molestation barred coverage for negligent supervision claims.</p> <p>Sarah G. v. Maine Bonding &amp; Cas. Co. 866 A.2d 835, (Me. 2005)</p>	<p>No limitations period for actions based on minor sexual abuse. May be commenced at any time. Me. Rev. Stat. Ann. 14 § 752-C.</p> <p>A federal district court has certified the issue of whether § 752-C applies to actions against non-perpetrators to the Maine Supreme Judicial Court. Allen v. Forest 257 F. Supp. 2d 276 (D. Me. 2003).</p>	<p>Me. Rev. Stat. tit. 22, § 4011 et seq.</p>	<p>Defense of charitable immunity is available if an institution: 1) has no capital stock and makes no profits or dividends; and, 2) derives funds mainly from public and private charity and holds those funds in trust for mainly “charitable” purposes. Child v. Central Maine Med. Ctr., 575 A.2d 318 (Me. 1990). Charitable immunity is waived to the extent a charitable organization has insurance coverage and damages for tort liability shall not exceed policy limits. Me. Rev. Stat. Tit. 14, § 158.</p> <p>First Amendment bars claims against church entities based on underlying acts of sexual misconduct by clergy or church members. Swanson v. Roman Catholic Bishop of Portland, 692 A.2d 441 (Me. 1997); See also Bryan R. v. Watchtower Bible and Tract Soc’y of N.Y. Inc., 738 A.2d 839 (Me. 1999), cert. denied, 528 U.S. 1189 (2000); cf. Fortin v. The Roman Catholic Bishop of Portland, 871 A.2d 1208 (Me. App. 2005); (Negligent supervision claim against diocese did not violate the Free Exercise Clause of the First Amendment.)</p>
<p>Sexual molestation exclusion would have barred coverage for sexual abuse of a minor had the exclusion been approved by the Insurance Commissioner before the abuse. Pettit v. Erie Insurance Exchange, 699 A.2d 550 (Md. Ct. Spec. App. 1997), aff’d, 709 A.2d 1287 (Md. 1998).</p>	<p>Limitation period for action for damages from sexual abuse of a minor is 7 years from age of majority. Md. Code Ann., Cts. &amp; Jud. Proc. § 5-117.</p> <p>Maryland courts have not applied the discovery rule to cases involving sexual abuse of a minor. See Doe v. Maskell, 679 A.2d 1087 (Md. 1996) (Repressed memory); Murphy v. Merzbacher, 697 A.2d 861 (Md. 1997).</p>	<p>Md. Code Ann., Fam. Law § 5-701 et seq.</p>	<p>Funds of an organization held in trust for charitable purposes should not be used to pay tort damage awards. Montrose Christian School Corp. v. Walsh, 770 A.2d 111 (Md. 2001).</p> <p>No respondeat superior liability for police officer’s rape of female motorist as rape was not within the scope of employment. Wolfe v. Anne Arundel County, 821 A.2d 52 (Md. 2003).</p> <p>Under First Amendment, civil courts have no authority to second-guess ecclesiastical decisions made by hierarchical church bodies. Downs v. Roman Catholic Archbishop of Baltimore, 683 A.2d 808 (Md. Ct. Spec. App. 1996); See also Borchers v. Hrychuk, 727 A.2d 388 (Md. Ct. Spec. App. 1999).</p>

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
MASSACHUSETTS	Allegations of numerous acts of child abuse and negligence by various defendants at different locations precluded a finding that the injuries resulted from a single occurrence. Worcester Ins. Co. v. Fells Acres Day Sch. Inc., 558 N.E.2d 958 (Mass. 1990).	Intent to injure inferred as a matter of law from acts of child molestation. See Worcester Ins. Co. v. Fells Acres Day Sch. Inc., 558 N.E.2d 958 (Mass. 1990); (Also holding associated injuries to abused children's parents were not precluded.); Doe v. Liberty Mutual Ins. Co., 667 N.E.2d 1149 (Mass. 1996); United Serv. Automobile Ass'n v. Doe, 792 N.E.2d 708 (Mass. App. Ct. 2003). Intentional acts exclusion has also been upheld to preclude coverage for claims of sexual harassment and battery against adults. Timpson v. Transamerica Ins. Co., 669 N.E.2d 1092 (Mass. Ct. App. 1996); Terrio v. McDonough, 450 N.E.2d 190 (Mass. Ct. App. 1983).	Intentional acts exclusion did not preclude duty to defend negligence claims against adoptive parents in whose home minors were sexually abused by adopted child. Horace Mann Ins. Co. v. John Doe, 1994 WL 879836 (Mass. Super. Ct. May 4, 1994).

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Sexual misconduct exclusion precludes coverage to perpetrators and to potentially liable third parties and are not against public policy. <i>Franklin v. Professional Risk Management Services, Inc.</i>, 987 F. Supp. 71 (D. Mass. 1997); <i>Fireman's Fund Ins. Co. v. Frederick Bromberg</i>, 1999 WL 744022 (Mass. Super. Ct. Aug. 2, 1999); <i>Hillcrest Educational Centers, Inc. v. Continental Ins. Co.</i>, 1995 WL 809961 (Mass. Super. Ct. Mar. 28, 1995).</p>	<p>Actions for sexual abuse of minor must be commenced within 3 years of acts alleged to have caused injury or 3 years of the time the victim discovered or reasonably should have discovered that an emotional or psychological injury or condition was caused by said act, whichever period expires later. The limitations period is tolled until the minor reaches age 18. Mass. Gen Laws Ch. 260 § 4C.</p> <p>A claimant must show that the nature of the abuse was such that it would cause an objectively reasonable person to fail to recognize the causal connection between it and the injuries that it caused. <i>Doe v. Creighton</i>, 786 N.E.2d 1211 (Mass. 2003) (Summary judgment); see also <i>Koe v. Mercer</i>, 876 N.E.2d 831 (Mass. 2007)</p> <p>The discovery rule applies to tort actions against perpetrators and non-perpetrators and one need not apprehend the full extent or nature of an injury in order for a cause of action to accrue. <i>Phinney v. Morgan</i>, 654 N.E.2d 77 (Mass. App. Ct. 1995); <i>Flanagan v. Grant</i>, 79 F.3d 1 (1st Cir. 1996); See also <i>Ross v. Garabedian</i>, 742 N.E.2d 1046 (Mass. 2001)</p>	<p>Mass. Gen. Laws Ann. Ch. 119 § 51A et seq.</p>	<p>If a tort is committed in the course of any activity carried on to accomplish directly the charitable purposes of a corporation, trust or association, then liability shall not exceed \$20 thousand exclusive of interest and costs. Mass. Ann. Laws Ch. 231, § 85K.</p> <p>Sexual assault committed by an employee does not trigger vicarious liability of the employer. <i>Jane Doe v. Purity Supreme, Inc.</i>, 664 N.E.2d 815 (Mass. 1996); <i>Worcester Ins. Co. v. Fells Acres Day Sch. Inc.</i>, 558 N.E.2d 958 (Mass. 1990); <i>Timpson v. Transamerica Ins. Co.</i>, 669 N.E.2d 1092 (Mass. App. Ct. 1996). However, an employer may be liable by reason of ratification of the employee's intentional torts. See <i>Gagne v. O'Donoghue</i>, 1996 WL 1185145 (Mass. Super. Ct. Jun. 26, 1996). Clerics are not immune from liability for directing or permitting a subordinate to do something that would expose a third party to danger. <i>Leary v. Geoghan</i>, 2000 WL 1473579 (Mass. Super. Ct. Jun. 28, 2000); <i>Mendez v. Geoghan</i>, 1999 WL 792202 (Mass. Super. Ct. Aug. 2, 1999); <i>Gagne v. O'Donoghue</i>, 1996 WL 1185145 (Mass. Super. Ct. Jun. 26, 1996); (No First Amendment bar to negligent hiring or supervision claims.)</p> <p>The First Amendment or analogous provisions of the Massachusetts Constitution do not protect documents from priest's personnel file. <i>Society of Jesus of New Eng. v. Commonwealth</i>, 808 N.E.2d 272 (Mass. 2004), <i>aff'd</i>, 818 N.E.2d 559 (Mass. 2004).</p>

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
MICHIGAN		Exclusions for bodily injury expected and intended by the insured where the insured was the perpetrator of sexual abuse against children because the intent to harm was inferred by the conduct. See <i>Fire Ins. Exch. v. Diehl</i> , 545 N.W.2d 602 (Mich. 1995), overruled in part, <i>Wilkie v. Auto-Owners Ins. Co.</i> , 664 N.W. 2d 776 (Mich. 2003); <i>Auto-Owners Ins. Co. v. Gardipey</i> , 434 N.W.2d 220 (Mich. App. Ct. 1988). However, the Michigan Supreme Court refused to infer intent where the perpetrator is a child. See <i>Fire Ins. Exch. v. Diehl</i> , 545 N.W.2d 602 (Mich. 1995) overruled on other grounds, <i>Wilkie v. Auto-Owners Ins. Co.</i> , 664 N.W. 2d 776 (Mich. 2003); Cf. <i>Weekley v. Jameson</i> , 561 N.W.2d 408 (Mich. App. Ct. 1997).	
MINNESOTA	Where priest sexually abused a minor male over an 8-year period, the negligent supervision of the priest can constitute an occurrence during each policy period in which the minor was molested. <i>Diocese of Winona v. Interstate Fire &amp; Cas. Co.</i> , 89 F.3d 1386 (8th Cir. 1996). An “occurrence” is not the time when the wrongful act was committed, but when the victim was actually injured. <i>Redeemer Covenant Church of Brooklyn Park v. Church Mut. Ins. Co.</i> , 567 N.W.2d 71 (Minn. Ct. App. 1997).	For purposes of intentional acts exclusion, intent to injure is inferred as matter of law from acts of sexual abuse. <i>Allstate Ins. Co. v. S.F.</i> , 518 N.W. 2d 37 (Minn. 1994). Intent is inferred if act committed by a minor. <i>Illinois Farmers Ins. Co. v. Judith G.</i> , 379 N.W.2d 638 (Minn. Ct. App. 1986); See also <i>Auto-Owners Ins. Co. v. Todd</i> , 547 N.W.2d 696 (Minn. 1996). However, intent not inferred when actor is mentally ill. <i>B.M.B. v. State Farm Fire &amp; Casualty Co.</i> , 664 N.W.2d 817 (Minn. 2003).	No “occurrence” where diocesan and archdiocesan officials knew priest had previously molested minors and were not entitled to coverage for the time after they learned of the molestation. <i>Diocese of Winona v. Interstate Fire &amp; Cas. Co.</i> , 89 F.3d 1386 (8th Cir. 1996). No coverage for a negligent supervision claim arising from a sexual assault. <i>Allstate Ins. Co. v. Steele</i> , 74 F.3d 878 (8th Cir. 1996); (Policy has a “joint obligations clause” providing that the “responsibilities, acts and failures to act of [an] insured person will be binding upon another [insured]).

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Sexual misconduct exclusions upheld. See <i>Auto Club Group Ins. Co. v. Chincak</i>, 2001 WL 732407 (Mich. App. Ct. June 8, 2001); <i>Brotherhood Mut. Ins. Co. v. DeLauter</i>, 1998 WL 432482 (6th Cir. July 17, 1998).</p>	<p>2 year limitation period for personal injury assault and battery claims, 3 year limitation period for all other personal injury claims. Mich. Comp. Laws § 600.5805.</p> <p>Victim of sexual abuse has 1 year from reaching the age of majority to file suit. Mich. Comp. Laws § 600.5805(1).</p>	<p>Mich. Comp. Laws Ann. § 722.622 et seq.</p>	<p>No respondeat superior liability for sexual misconduct by employee. <i>Zsigo v. Hurley Med. Ctr.</i>, 475 Mich. 215 (Mich. 2006); see also <i>Teadt v. Lutheran Church Missouri Synod</i>, 603 N.W.2d 816 (Mich. App. Ct. 1999).</p>
<p>Sexual misconduct exclusions preclude indemnity for intentional and criminal acts. See <i>D.W.H. v. Steele</i>, 512 N.W.2d 586 (Minn. 1994); See also <i>State Farm Fire &amp; Cas. Co. v. Williams</i>, 355 N.W.2d 421 (Minn. 1984); <i>Mork Clinic v. Fireman's Fund Ins. Co.</i>, 575 N.W.2d 598 (Minn. Ct. App. 1998); <i>Metropolitan Property and Cas. Ins. Co. and Affiliates v. Miller</i>, 589 N.W.2d 297 (Minn. 1999).</p>	<p>Actions for damages caused by sexual abuse must be commenced within 6 years of the time the claimant knew or had reason to know that the injury was caused by the sexual abuse. Minn. Stat. § 541.073(a). Victim may have 6 years from reaching age of majority where sexual abuse occurred while victim was a minor. This section applies to an action for damages commenced against a person who caused the personal injury either by (1) committing the sexual abuse, or (2) negligently permitting the sexual abuse to occur. § 541.073(d). Delayed discovery rule exists to protect individuals who are psychologically, physically or emotionally unable to recognize that they have been abused within the time constraints of § 541.07. See <i>W.J.L. v. Bugge</i>, 573 N.W.2d 677 (Minn. 1998); <i>Blackowiak v. Kemp</i>, 546 N.W.2d 1 (Minn. 1996). Applies to respondeat superior claims. <i>D.M.S. v. Barber</i>, 645 N.W.2d 383 (Minn. 2002).</p>	<p>Minn. Stat. § 626.556 et seq.</p>	<p>Employer engaged in group home business should bear the loss associated with such abuse as a foreseeable cost of doing business. <i>Fahrendorff ex rel. Fahrendorff v. North Homes, Inc.</i>, 597 N.W.2d 905 (Minn. 1999); (Question of fact whether employer could be held strictly liable.)</p> <p>The Minnesota courts exercise jurisdiction over cases against religious organizations. See <i>Black v. Snyder</i>, 471 N.W.2d 715 (Minn. Ct. App. 1991). Punitive damages awarded against church for negligence in permitting child's sexual abuse did not violate Free Exercise Clause. <i>Mrozka v. Archdiocese of St. Paul &amp; Minneapolis</i>, 482 N.W.2d 806 (Minn. Ct. App. 1992). <i>Olson v. First Church of Nazarene</i>, 661 N.W.2d 254 (Minn. Ct. App. 2003); (First Amendment did not require dismissal of claims against church for sexual misconduct of pastor where neutral principles of law could be applied without regard to particular religious doctrine.); See also <i>J.M. v. Minnesota Dist. Council</i>, 658 N.W.2d 589 (Minn. Ct. App. 2003).</p>



State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
MISSISSIPPI		Intentional acts exclusion barred coverage for sexual harassment by employer and CEO. <i>American States Ins. Co. v. Natchez Steam Laundry</i> , 131 F.3d 551 (5th Cir. 1998); See also <i>American Guarantee and Liability Ins. Co. v. The 1906 Co.</i> , 129 F.3d 802 (5th Cir. 1997).	No coverage for claims against employer for negligent hiring, training and entrustment when claims are interdependent with intentional misconduct of employee. See <i>American Guarantee and Liability Ins. Co. v. The 1906 Company</i> , 129 F.3d 802 (5th Cir. 1997).
MISSOURI	One occurrence for each child sexually abused by volunteer basketball coach and insurance coverage existing at the time of the first sexual encounter deemed triggered. <i>May v. Maryland Cas. Corp.</i> , 792 F. Supp. 63 (E.D. Mo. 1992); See also <i>Zipkin v. Freeman</i> , 436 S.W.2d 753 (Mo. 1968); (Continuous tort occurring over three years constituted one “claim”.)	Expected and intended exclusion applied against perpetrator insured as the intent to harm was inferred by the conduct. <i>American Family Mutual Ins. Co. v. Copeland-Williams</i> , 941 S.W.2d 625 (Mo. App. 1997); <i>State Farm Fire &amp; Cas. Co. v. Caley</i> , 936 S.W.2d 250 (Mo. App. 1997); <i>State Farm Fire &amp; Cas. Co. v. D.T.S.</i> , 867 S.W.2d 642 (Mo. App. 1993).	No coverage for negligence claims against a non-perpetrator where the co-insured was the perpetrator and the intentional acts exclusion provided no coverage if any insured caused or expected bodily injury. See <i>American Family Mutual Ins. Co. v. Copeland-Williams</i> , 941 S.W. 2d 625 (Mo. App. 1997).

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
Sexual molestation exclusion applied to claims against perpetrators and other potentially liable parties. See <i>Lincoln County School District v. Doe</i> , 749 So. 2d 943 (Miss. 1999); <i>Titan Indemnity Co. v. Williams</i> , 743 So. 2d 1020 (Miss. Ct. App. 1999); <i>Am. Nat'l Gen. Ins. Co. v. Jackson</i> , 203 F. Supp. 2d 674 (S.D. Miss. 2001); <i>Foreman v. Continental Casualty Co.</i> , 770 F.2d 487 (5th Cir. 1985).	Actions must be commenced within 3 years of act constituting sexual abuse or within 3 years of attaining age of majority. Miss. Code Ann. § 15-1-49. Where claim involves latent injury or disease the cause of action does not accrue until the claimant has discovered, or by reasonable diligence should have discovered, the injury. However, sexual abuse held not to involve latent injury. <i>Doe v. Roman Catholic Diocese of Jackson</i> , 947 So.2d 983 (Miss. App., 2006).	Miss. Code Ann. § 43-21-353 et seq.	Mississippi has refused to subject employers to vicarious liability. See <i>L.T. ex rel. Hollins v. City of Jackson</i> , 145 F. Supp. 2d 750 (S.D. Miss. 2000); <i>Tichenor v. Roman Catholic Church of Archdiocese of New Orleans</i> , 32 F. 3d 953 (5th Cir. 1994); <i>Saulsberry v. Atlantic Richfield Co.</i> , 673 F. Supp. 811 (N.D. Miss. 1987).  <i>Roman Catholic Diocese of Jackson v. Morrison</i> , 905 So. 2d 1213 (Miss. 2005); (First Amendment did not bar negligence and fraud claims against diocese arising from alleged sexual abuse by former diocese priest.); Cf. <i>Mabus v. St. James Episcopal Church</i> , 884 So. 2d 747 (Miss. 2004); (First Amendment barred claims for negligent misrepresentation, negligent infliction of emotional distress, clergy malpractice and negligent supervision and retention.); See also <i>Malette v. Church of God International</i> , 789 So. 2d 120 (Miss. Ct. App. 2001).
Sexual act exclusion did not bar coverage against negligent supervision claim against homeowners where supervised children sexually abused by third person. <i>St. Paul Fire &amp; Marine Ins. Co. v. Schrum</i> , 149 F.3d 878 (8th Cir. 1998).	Childhood sexual abuse claims must be commenced by age 31 (10 years from age 21) or 3 years from date the person discovers or reasonably should have discovered that the injury was caused by the abuse, whichever occurs later, to bring an action. Mo. Rev. Stat. § 537.046.	Mo. Rev. Stat. § 210.110 et seq.	No agency liability by diocese for intentional sexual activity and intentional infliction of emotional distress as outside priest's scope of employment. <i>Newyear v. Church Ins. Co.</i> , 155 F.3d 1041 (8th Cir. 1998); See also <i>Gibson v. Brewer</i> , 952 S.W.2d 239 (Mo. 1997); <i>Gray v. Ward</i> , 950 S.W.2d 232 (Mo. 1997); <i>John Doe CS v. Capuchin Franciscan Friars</i> , 520 F. Supp. 2d 1124 (E.D. Mo. 2007); Cf., <i>Ohl-Marsters v. Johnston</i> , 2009 WL 3526230 (Mo. 2009).  First Amendment bars claims against a religious organization for negligent ordination and supervision of clergy; however, claims for intentional failure to supervise clergy are not barred. <i>Gibson v. Brewer</i> , 952 S.W.2d 239 (Mo. 1997); See also <i>Gray v. Ward</i> , 950 S.W.2d 232 (Mo. 1997). <i>Doe v. Roman Catholic Diocese of St. Louis</i> , 2010 WL 623698 (Mo. 2010); (Trial court bound to follow controlling Missouri Supreme Court law holding First Amendment bars tort claim for negligent supervision despite contention that federal law did not require dismissal.)

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
MONTANA		Child sexual molestation is necessarily an intentional act for which the intent to harm is inferred and therefore is not covered. <i>New Hampshire Ins. Group v. Strecker</i> , 798 P.2d 130 (Mont. 1990); See also <i>Farmers Union Mut. Ins. v. Kienenberger</i> , 847 P.2d 1360 (Mont. 1993).	Where claimant's injuries caused by insured's intentional acts, no coverage for parents under negligent supervision theory. <i>Farmers Union Mut. Ins. v. Kienenberger</i> , 847 P.2d 1360 (Mont. 1993).
NEBRASKA		Intent to inflict injury can be inferred as a matter of law for sexual abuse regardless of subjective intent. See <i>State Farm Fire and Cas. Co. v. van Gorder</i> , 455 N.W.2d 543 (Neb. 1990); <i>Torrison v. Overman</i> , 549 N.W.2d 124 (Neb. 1996).	
NEVADA	Where County was sued for negligent licensing of a day care center because an employee sexually molested over 40 children during a 3-year time period, County's failure to act with the requisite care in licensing the employee was a single "occurrence". <i>Washoe County v. Transcontinental Ins. Co.</i> , 878 P.2d 306 (Nev. 1994).	Inferred intent rule precludes coverage for acts of sexual misconduct. <i>Rivera v. Nevada Medical Liability Ins. Co.</i> , 814 P.2d 71 (Nev. 1991); See also <i>Allstate v. Foster</i> , 693 F. Supp. 886 (D. Nev. 1988); Cf. <i>Allstate Ins. Co. v. Jack S</i> , 709 F. Supp. 963 (D. Nev. 1989); (No intent inferred to minor.)	No coverage for insured sexual perpetrator or for his wife who was sued for negligence where policy excluded coverage for criminal acts of an insured. <i>Allstate Ins. Co. v. Foster</i> , 693 F. Supp. 886 (D. Nev. 1988).

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
A sexual misconduct exclusion precluded coverage for claims of negligence against non-perpetrators. <i>Employers Mut. Co. v. G-- D--</i> , 894 F.2d 409 (9th Cir. 1990).	<p>The limitations period for childhood sexual abuse claims is 3 years after the abuse caused the injury, or 3 years after the claimant discovered or reasonably should have discovered that the injury was caused by the act of childhood sexual abuse. Mont. Code Ann. § 27-2-216.</p> <p>The limitations period for sexual abuse has been interpreted to apply to negligence claims against third parties. <i>Werre v. David</i>, 913 P.2d 625 (Mont. 1996).</p>	Mont. Code Ann. § 41-3-101 et seq.	The relationship between a church and its members may give rise to a fiduciary relationship. <i>Davis v. Church of Jesus Christ of Latter Day Saints</i> , 852 P.2d 640 (Mont. 1993), overruled in part on other grounds, <i>Gliko v. Permann</i> , 130 P.3d 155 (Mont. 2006). Montana courts have addressed the First Amendment in employment and defamation claims. See <i>Miller v. Catholic Diocese of Great Falls</i> , 728 P.2d 794 (Mont. 1986); <i>Parker-Bigback v. St. Labre School</i> , 7 P.3d 361 (Mont. 2000), cert. denied 531 U.S. 1076; <i>Rasmussen v. Bennett</i> , 741 P.2d 755 (Mont. 1987).
	<p>Nebraska does not provide a special statute of limitations for childhood sexual abuse. A plaintiff has 4 years to commence an action for personal injury. Neb. Rev. Stat. § 25-207. The limitations period is suspended until victim reaches age 21 where victim was abused as a minor. § 25-213. See also <i>Anonymous v. St. John Lutheran Church of Seward</i>, 703 N.W.2d 918 (Neb. App. 2005).</p> <p>A cause of action accrues when the injured party holding the cause of action discovers or in the exercise of reasonable diligence should have discovered the existence of the injury. <i>Teater v. State of Neb.</i>, 559 N.W.2d 758 (Neb. 1997).</p>	Neb. Rev. Stat. § 28-710 et seq.	
Sexual misconduct exclusion precluded coverage where physician raped patient. <i>Rivera v. Nevada Medical Liability Ins. Co.</i> , 814 P.2d 71 (Nev. 1991)	Action involving childhood sexual abuse must commence within 10 years of age 18 or 10 years of discovery of injury that was caused by abuse, whichever occurs later. Nev. Rev. Stat. § 11.215.	Nev. Rev. Stat. § 432 B.010 et seq.	No vicarious liability for employee's intentional sexual assault. <i>Wood v. Safeway, Inc.</i> , 121 P.3d 1026 (Nev. 2005).

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
NEW HAMPSHIRE		Expected and intended exclusion applied against perpetrator insured because the intent to harm was inferred by the conduct. See Vermont Mut. Ins. Co. v. Malcolm, 517 A.2d 800 (N.H. 1986); Pennsylvania Millers Mut. Ins. Co. v. Doe, 882 F. Supp. 195 (D. N.H. 1994), aff'd without opinion sub nom., Pennsylvania Millers Mut. Ins. Co. v. Cheever, 47 F.3d 1156 (1st Cir. 1995); Litterer v. Utica Mut. Ins. Co., Inc., 898 F. Supp. 35 (D. N.H. 1995).	
NEW JERSEY		Expected and intended exclusion barred coverage for childhood sexual abuse perpetrators. Intent to harm is inferred by the conduct. Atlantic Employers Ins. Co. v. Tots & Toddlers Pre-School Day Care Center, Inc., 571 A.2d 300 (N.J. App. Ct. 1990); See also Prudential Property & Casualty Ins. Co. v. Boylan, 704 A.2d 597 (N.J. App. Ct. 1998); High Point Ins. Co. v. J.M., 942 A.2d 804 (N.J. App. Ct. 2008); Cf. Atlantic Employers Ins. Co. v. Chartwell Manor School, 655 A.2d 954 (N.J. App. Ct. 1995); Shelby Casualty Ins. Co. v. H.T., 918 A.2d 659 (N.J. App. Ct. 2007) (Intent not inferred to minor under age 14).	No intent to harm was imputed to parents of a minor sued for negligent supervision after minor sexually abused a 5-year old girl. Prudential Property & Casualty Ins. Co. v. Boylan, 704 A.2d 597 (N.J. App. Ct. 1998).

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Sexual molestation exclusion applied to claims against a babysitter's parents for negligent supervision as the claimed injuries arose from the babysitter's sexual molestation of minor.</p> <p>Philbrick v. Liberty Mut. Fire Ins. Co., 934 A.2d 582 (N.H. 2007).</p>	<p>The limitations period is 12 years of the sexual abuse victim's 18th birthday or 3 years from the time plaintiff discovers or should reasonably have discovered the injury and its causal relationship to the act or omission. N.H. Rev. Stat. Ann. § 508:4-g.</p> <p>The common law discovery rule held to toll statute of limitations predating §508:4-g. McCollum v. D'Arcy, 638 A.2d 797 (N.H. 1994); (Repressed memory claim.)</p>	<p>N.H. Rev. Stat. Ann. §169-C et seq.</p>	
	<p>Action for childhood sexual abuse limitations period is 2 years from the date plaintiff reasonably discovers the injury and the injury's causal relationship to the act of sexual abuse. N.J. Stat. Ann. § 2A:61B-1.</p> <p>Plenary hearing required for court to determine if statute tolled due to mental incapacity. J.L. &amp; B.Z. v. J.F., 722 A.2d 558 (N.J. App. Ct. 1999); D.M. v. River Dell Regional High School, 862 A.2d 1226 (N.J. App. Ct. 2004); Hardwicke v. American Boychoir School, 902 A.2d 900 (N.J. 2000).</p> <p>Alleged abuse victim not required to support claim of repressed memory by expert testimony. Phillips v. Gelpke, 921 A.2d 1067 (N.J., 2007).</p>	<p>N.J. Stat. Ann. § 9:6-8.9 et seq.</p>	<p>New Jersey Charitable Immunity Statute generally bars negligence claims against charitable institutions. However, there is no immunity granted to any person causing damage by his willful, wanton, or grossly negligent act of commission or omission. N.J. Stat. Ann. 2A:53A-7; Schultz v. Roman Catholic Archdiocese of Newark, 472 A.2d 531 (N.J. 1984) (negligent hiring of alleged sexual abuser); Rivera v. Alonso, 1989 WL 124959 (D. N.J. Oct. 18, 1989)(negligent hiring did not rise to level of willful or wanton); Cf. Hardwicke v. American Boychoir School, 902 A.2d 900 (N.J. 2006); (No immunity for intentional torts.)</p> <p>First Amendment bars "clergy malpractice" claim. F.G. v. MacDonnell, 696 A.2d 697 (N.J. 1997); See also McKelvey v. Pierce, 800 A.2d 840 (N.J. 2002).</p>

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
NEW MEXICO	<p>In a case involving the archdiocese's alleged negligent retention and supervision of priests who sexually molested minors, coverage calculated on a per-priest, per-year basis despite number of persons harmed by a particular priest in any one year. Roman Catholic Church of the Archdiocese of Santa Fe v. Centennial Ins. Co., NO. SF-93-1519(c) (N. Mex. Dist. Ct. March 15, 1995).</p> <p>In a case involving minors sexually abused who did not realize the nature of their resulting injuries until years later, insurers on risk when the abuse took place and when claimants became aware of their injuries held to have a duty to defend. Servants of Paraclete, Inc. v. Great Amer. Ins. Co., 857 F. Supp. 822 (D. N.M. 1994), amended in part, clarified in part, 866 F. Supp. 1560 (D. N.M. 1994).</p>	<p>Intentional acts exclusion bars coverage for sexual abuse based on the inferred intent doctrine. See <i>Sena v. Travelers Ins. Co.</i>, 801 F. Supp. 471 (D. N.M. 1992); <i>New Mexico Physicians Mut. Liab. Co. v. LaMure</i>, 860 P.2d 734 (N.M. 1993).</p>	<p>Intentional acts exclusion for acts of "the insured" no bar for coverage of a non-perpetrator. Exclusion for intentional acts of "an insured" would bar coverage for claims against the non-perpetrator. <i>Sena v. Travelers Ins. Co.</i>, 801 F. Supp. 471 (D. N.M. 1992).</p>

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Sexual misconduct exclusion bars coverage for all claims arising from alleged sexual misconduct; however, the insurer has a duty to defend all claims until it can establish that all claims fall within the sexual misconduct exclusion. <i>Lopez v. New Mexico Pub. Sch. Ins. Auth.</i>, 870 P.2d 745 (N.M. 1994).</p>	<p>An action based on childhood sexual abuse may be filed the later of: (1) the victim's 24th birthday; or (2) 3 years from when the victim knew or had reason to know of the abuse and that the abuse caused injury to the victim, as established by competent medical or psychological testimony. N.M. Stat. Ann. § 37-1-30; See also <i>Grygorwicz v. Trujillo</i>, 140 P.3d 550 (N.M. Ct. App. 2006)</p> <p>Discovery rule did not toll the limitations period beyond the date claimant first became aware of significant injuries from minor sexual abuse. <i>Martinez-Sandoval v. Kirsch, et al.</i>, 884 P.2d 507 (N.M. Ct. App. 1994).</p> <p>Jury may need to determine whether claimant should have known psychological injury was caused by abuse to determine limitations period commencement. <i>Kevin J. v. Sager</i>, 999 P.2d 1026 (N.M. Ct. App. 1999).</p>	<p>N.M. Stat. Ann. § 32A-4-1 et seq.</p>	<p>No duty to warn parishioner abused by priest while employed in another state because no agency relationship between an out-of-state diocese and its former priest. <i>Tecero v. Roman Catholic Diocese of Norwich</i>, 48 P.3d 50 (N.M. 2002).</p>



State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
NEW YORK	The number of occurrences equals the number of policy periods during which an insured's actions led to exposure of children to abusive conditions in foster home. <i>Safeguard Ins. Co. v. Angel Guardian Home</i> , 946 F. Supp. 221 (E.D.N.Y. 1996)	Injuries caused by sexual misconduct are deemed intentional as a matter of law and coverage barred by intentional injury exclusion. <i>Allstate Ins. Co. v. Mugavero</i> , 581 N.Y.S.2d 142 (N.Y. 1992); <i>Sormani v. Orange County Community College</i> , 693 N.Y.S.2d 624 (N.Y. App. Div. 1999); <i>Pistolesi v. Nationwide Mut. Fire Ins. Co.</i> , 644 N.Y.S.2d 819 (N.Y. App. Div. 1996); <i>Swan Consultants, Inc. v. Travelers Property Cas. Co.</i> , 360 F. Supp. 2d 582 (S.D.N.Y. 2005).	Intentional acts exclusion did not bar coverage for negligence claims against non-perpetrator. <i>RJC Realty Holding Corp. v. Republic Franklin Ins. Co.</i> , 777 N.Y.S.2d 4 (N.Y. 2004); <i>ACE Fire Underwriters Ins. Co. v. Orange-Ulster Bd.</i> , 779 N.Y.S.2d 545 (N.Y. Sup. Ct. 2004); <i>Watkins Glen Central School Dist. v. National Union Fire Ins. Co.</i> , 732 N.Y.S.2d 70 (N.Y. App. Div. 2001); <i>NWL Holdings, Inc. v. Discovery Property &amp; Casualty Ins. Co.</i> , 480 F. Supp. 2d 655 (E.D.N.Y. 2007).

**Sexual Misconduct Exclusions****Statute of Limitations****Reporting Laws****Other**

Sexual misconduct coverage limitation not against public policy. See *American Home Assur. Co. v. McDonald*, 712 N.Y.S.2d 507 (N.Y. App. Div. 2000); *Towne Bus Corp. v. Insurance Co. of the State of Pa.*, 744 N.Y.S.2d 394 (N.Y. Sup. Ct. 2002).

Claims against perpetrator of sexual abuse must be commenced within 5 years of act. N.Y. CPLR § 213-c. If perpetrator is convicted, limitations period is 7 or 10 years, depending on the crime. §213-b.

An action against church or other institution must be commenced within 3 years. N.Y. CPLR 214(5).

New York does not recognize the common law "delayed discovery" rule in sexual abuse cases. *Bassile v. Covenant House*, 594 N.Y.S.2d 192 (N.Y. App. Div. 1993); *Mars v. Diocese of Rochester*, 775 N.Y.S.2d 681 (N.Y. App. Div. 2004); *N.M. v. Westchester County Health Care Corp.*, 781 N.Y.S.2d 370 (N.Y. App. Div. 2004).

Equitable tolling of the statute of limitations where defendant actively prevents the victim from asserting a cause of action by use of deception, concealment, threats or other misconduct. *Doe v. Roe*, 799 N.Y.S.2d 160 (N.Y. Sup. Ct. Dec. 17, 2004).

N.Y. Soc. Serv. Law § 411 et seq.

No liability for respondeat superior as employee's sexual abuse not within the scope of employment. *Wende C. v. United Methodist Church*, 776 N.Y.S.2d 390 (N.Y. App. Div. 2004), aff'd, 794 N.Y.S.2d 282 (N.Y. 2005); *Joshua S. v. Casey*, 615 N.Y.S.2d 200 (N.Y. App. Div. 1994).

No negligent hiring claim where no showing employer had prior knowledge of employee's sexual conduct. *Murray v. Research Foundation of State University of New York*, 707 N.Y.S.2d 816 (N.Y. Sup. Ct. 2000); *Koran I. v. New York City of Bd. of Educ.*, 683 N.Y.S.2d 228 (N.Y. App. Div. 1998); *Sandra M. v. St. Luke's Roosevelt Hospital Center*, 823 N.Y.S.2d 463 (N.Y. App. Div. 2006); cf. *T.W. v. City of New York*, 729 N.Y.S.2d 96 (N.Y. App. Div. 2001); (Triable issue whether employer had duty to conduct investigation of employee's background.)

Claims against priest arising from sexual relationship during counseling unavailable since such claims would foster excessive entanglement with religion. *Ehrens v. The Lutheran Church-Missouri Synod*, 269 F. Supp. 2d 328 (S.D.N.Y. 2003), aff'd sub. nom., *Ehrens v. Lutheran Church*, 385 F.3d 232 (2d Cir. 2004); *Mars v. Diocese of Rochester*, 763 N.Y.S.2d 885 (N.Y. Sup. Ct. 2003), aff'd, 775 N.Y.S.2d 681 (N.Y. App. Div. 2004); *Langford v. Roman Catholic Diocese of Brooklyn*, 705 N.Y.S.2d 661 (N.Y. App. Div. 2000); Cf. *Kenneth R. v. Roman Catholic Diocese of Brooklyn*, 654 N.Y.S.2d 791 (N.Y. App. Div. 1997); (First Amendment does not prevent an action for negligent supervision and retention against a diocese which had notice of a priest's propensity to sexually abuse children.)

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
NORTH CAROLINA		Expected or intended policy exclusion upheld against child sexual abuse perpetrator. <i>Nationwide Mutual Ins. Co. v. Abernathy</i> , 445 S.E.2d 618 (N.C. Ct. App. 1994); <i>Allstate Ins. Co. v. Lahoud</i> , 605 S.E.2d 180 (N.C. Ct. App. 2004). Intent to harm is also inferred in adult sexual harassment. <i>Russ v. Great American Ins. Cos.</i> , 464 S.E.2d 723 (N.C. Ct. App. 1995).	Exclusions for intentional conduct do not preclude coverage for an employer’s alleged negligent hiring and supervision of an employee-perpetrator because the employer’s liability is predicated on negligence, not intentional or criminal acts. <i>Durham Board of Education v. National Union Fire Ins. Co.</i> , 426 S.E.2d 451 (N.C. Ct. App. 1993).
NORTH DAKOTA		An insured’s sexual molestation of a child is precluded from coverage under public policy and intentional act exclusions of insurance policies because intent to harm is inferred from the act. See <i>Nodak Mut. Ins. Co. v. Heim</i> , 559 N.W.2d 846 (N.D. 1997).	

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
Sexual molestation exclusion precluded coverage to insured music teacher who sexually molested minor student. <i>Nationwide Mutual Ins. Co. v. Abernethy</i> , 445 S.E.2d 618 (N.C. Ct. App. 1994).	<p>Claims for assault, battery, injury to the person or rights of another must be brought within 3 years. 2001 N.C. Sess. Laws 175.</p> <p>Statutory discovery rule provides personal injury action shall not accrue until bodily harm becomes apparent or reasonably should have been apparent; however, no cause of action shall accrue more than 10 years from the last act or omission which gives rise to the cause of action. N.C. Gen. Stat. § 1-52(16).</p> <p>Allegations of mental illness or post-traumatic stress disorder from childhood sexual abuse may present evidence of adult incompetence to toll the limitations period, but such allegations can be defeated with evidence from a mental health professional that the claimant’s emotional distress could have been diagnosed within 3 years of manifestation. <i>Soderlund v. Kuch</i>, 546 S.E.2d 632 (N.C. Ct. App. 2001).</p>	N.C. Gen Stat. § 7B-101 et seq.	In a case alleging negligent retention and supervision against church organizations arising out of sexual misconduct by a church minister, the court found that the First Amendment prohibited inquiry into the religious organizations’ hire or discharge decisions but that courts may resolve claims of negligent retention and supervision since they need only inquire into whether the church knew or had reason to know of a minister’s propensity to engage in sexual misconduct. <i>Smith v. Privette</i> , 495 S.E.2d 395 (N.C. Ct. App. 1998).
Sexual misconduct exclusion precluded coverage for negligence claims against the perpetrator’s wife because the claims arose out of sexual molestation. <i>Northwest G.F. Mut. Ins. Co. v. Norgard</i> , 518 N.W.2d 179 (N.D. 1994).	<p>Childhood sexual abuse claims must be brought within 2 years from when the claimant knows, or with reasonable diligence should know, that a potential claim exists. N.D. Cent. Code § 28-01-18.</p> <p>If abuse occurs while claimant is a minor, limitations period commences at age 18 and limitations period can be extended for no more than one year from 18th birthday and action must be commenced within 2 years from 19th birthday. N.D. Cent. Code § 28-01-25, <i>Dunford v. Tryhus</i>, 776 N.W.2d 539 (N.D., 2009)</p>	N.D. Cent. Code § 50-25.1-01 et seq.	An employer may be held liable for the sexual misconduct of an employee if within scope of employment. <i>Nelson v. Gillette</i> , 571 N.W.2d 332 (N.D. 1997); <i>McLean v. Kirby Co.</i> , 490 N.W.2d 229 (N.D. 1992); (Failure to investigate employee background.)

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
OHIO		<p>Courts have upheld exclusions for expected and intended bodily injury where the insured was the perpetrator because the intent to harm was inferred by the conduct. See <i>Gearing v. Nationwide Ins. Co.</i>, 665 N.E.2d 1115 (Ohio 1996); <i>Cuervo v. Cincinnati Ins. Co.</i>, 665 N.E.2d 1121 (Ohio 1996), holding modified by <i>Doe v. Shaffer</i>, 738 N.E.2d 1243 (Ohio 2000).</p>	<p>A court must look to the intentions or expectations of the negligent 3rd party and not the intentions or expectations of the perpetrator of the sexual misconduct in determining whether intentional acts exclusion applies. See <i>Doe v. Shaffer</i>, 738 N.E.2d 1243 (Ohio 2000); <i>United Ohio Ins. Co. v. Myers</i>, 2002 WL 31716117 (Ohio Ct. App. Dec. 4, 2002).</p>
OKLAHOMA		<p>Courts infer intent to inflict harm when an adult perpetrator sexually molests a child and coverage is barred. <i>Allstate Ins. Co. v. Thomas</i>, 684 F. Supp. 1056 (W.D. Okla. 1988); <i>Church Ins. Co. v. Shaw</i>, 930 F.2d 32 (10th Cir. 1991); (Negligence and breach of fiduciary relationship claims against perpetrator priest were not an “occurrence” under church’s liability policy.)</p>	<p>Criminal acts exclusion precluded coverage to insured church for negligence claims relating to child sexual abuse by church employee. <i>All American Ins. Co. v. Burns</i>, 971 F.2d 438 (10th Cir. 1992); <i>American Manufacturers Mut. Ins. Co. v. Wodarski</i>, 68 F.3d 483 (10th Cir. 1995); Cf. <i>Lutheran Benevolent Ins. Co. v. Nat’l Catholic Risk Retention Group, Inc.</i>, 939 F. Supp. 1506 (N.D. Okla. 1995); (Church’s negligent retention of priest after learning that the priest allegedly had sexually molested a child constituted an “occurrence”.)</p>

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
Sexual misconduct exclusion precluded coverage for claims against a sexual offender, as well as claims against a non-perpetrator for failure to ensure that the sexual misconduct would not be committed. See Prudential Prop. & Casualty Ins. Co. v. Emmert, 1996 WL 362064 (Ohio Ct. App. June 27, 1996).	<p>Limitations period for claims of childhood sexual abuse is 12 years after the cause of action accrues. Accrual is when the victim reaches the age of majority. Ohio Rev. Code Ann. § 2305.111</p> <p>Fraudulent concealment tolls until claimant discovers or, in the exercise of due diligence should have discovered, the facts concealed. §2305.111(C).</p> <p>Parents' claims not tolled. Loudin v. Mills, 2000 WL 569569 (Ohio App. May 12, 2000).</p> <p>Repressed memory may toll limitations period. Swartz v. Estate of Karder, 2009 WL 4950002 (Ohio App. December 21, 2009)</p>	Ohio Rev. Code Ann. § 2151.031 et seq.	<p>Nonconsensual sexual contact involving employee outside of the scope of employment. See Byrd v. Faber, 565 N.E.2d 584 (Ohio 1991); Kuhn v. Youlten, 692 N.E.2d 226 (Ohio Ct. App. 1997); Gebhart v. College of Mt. St. Joseph, 665 N.E.2d 223 (Ohio Ct. App. 1995).</p> <p>The Ohio Supreme Court held that while the First Amendment would bar allegations of negligent hiring and retention against a church, it would not protect a religious institution where the institution knew or should have known of the employee's criminal or tortious propensities. Byrd v. Faber, 565 N.E.2d 584 (Ohio 1991); See also A. Doe v. First Presbyterian Church, 710 N.E.2d 367 (Ohio Ct. App. 1998). First Amendment does not bar claims that do not specifically concern church doctrine or religious practice. Bennett v. Evangelical Lutheran Church, 647 N.E.2d 566 (Ohio Ct. App. 1994).</p>
Sexual misconduct exclusion barred claims against insured daycare center resulting from sexual molestation of children by day care employees. Kansas City Fire & Marine Ins. Co. v. Happiness is a Learning Center, Inc., 968 F.2d 1224 (10th Cir. 1992); St. Paul Fire & Marine Ins. Co. v. Gold, 149 F.3d 1191 (10th Cir. 1998).; Cf. Lutheran Benevolent Ins. Co. v. Nat'l Catholic Risk Retention Group, 939 F. Supp. 1506 (W.D. Okla. 1995).	<p>Limitations period for actions based on childhood sexual abuse is: (a) 2 years from the act alleged to have caused the injury or condition; or (b) 2 years from the time the victim discovered or reasonably should have discovered injury caused by act. Limitations period tolled until child reaches age 18 or 5 years from date perpetrator released from incarceration. Okla. Stat. Tit. 12, § 95(6).</p> <p>Any action based on intentional conduct must be commenced within 20 years of the victim reaching the age of 18. § 95(6). The code further requires victims who repressed memories of the abuse provide corroborating evidence of sexual abuse. Id.</p> <p>Discovery rule held not to apply to adult sexual abuse claims. Weathers v. Fulgenzi, 884 P.2d 538 (Okla. 1994); Lovelace v. Keohane, 831 P.2d 624 (Okla. 1992).</p>	Okla. Stat. tit. 10, § 7101 et seq.	<p>Volunteers are immune from liability in a civil action on the basis of any act or omission of the volunteer resulting in damage or injury if: (1) volunteer was acting in good faith and within the scope of official duties for a charitable organization, and (2) the damage or injury was not caused by gross negligence or willful and wanton misconduct by the volunteer. Okla. Stat. tit. 76, § 31(A). Respondeat superior applies against charitable organization or not-for-profit corporation for volunteer's conduct. § 31(B).</p> <p>N.H. v. Presbyterian Church (U.S.A.), 998 P.2d 592 (Okla. 1999); (Minister's sexual conduct outside scope of employment.)</p>

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
OREGON	Where a priest sexually molested a minor male during 4 policy periods, the Ninth Circuit applied Oregon law and found that there were 4 occurrences. <i>Interstate Fire &amp; Casualty Co. v. Archdiocese of Portland Oregon</i> , 35 F.3d 1325 (9th Cir. 1994), modified, 139 F.3d 1234 (9th Cir. 1998).	Inferred intent rule for perpetrators of sexual abuse precluded coverage under intentional acts exclusion. See <i>State Farm Fire and Cas. Co. v. Reuter</i> , 700 P.2d 236 (Or. 1985); <i>Mutual of Enumclaw v. Merrill</i> , 794 P.2d 818 (Or. Ct. App. 1990); <i>State Farm Fire &amp; Cas. Co. v. Wolf</i> , 281 Fed. Appx. 655 (9th Cir. 2008); Cf. <i>American Cas. Co. v. Corum</i> , 910 P.2d 1151 (Or. Ct. App. 1996); (Coverage not precluded where insured nurse probed claimant’s genital area: act at issue could be considered a vaginal examination.); <i>Walters v. Travelers Cas. &amp; Sur. Co.</i> , 1999 WL 793939 (D. Or. Sept. 16, 1999) (Accidental sexual touching by dentist).	Negligent hire/supervision claim against school district sufficient “accident” under occurrence policy to permit coverage in claim involving sexual abuse by teacher. <i>North Clackamas School District v. Oregon School Boards Association Property and Casualty Trust</i> , 991 P.2d 1089 (Or. Ct. App. 1999).
PENNSYLVANIA	In a case alleging sexual abuse of 3 children from 1986 to 1988, the court found one occurrence per child with the occurrence date being the initial negligent failure to prevent the abuse. <i>General Accident Ins. Co. v. Allen</i> , 708 A.2d 828 (Pa. Super. 1998); See also <i>D’Auria v. Zurich Ins. Co.</i> , 507 A.2d 857 (Pa. Super. 1986); (Physician’s 6 year sexual affair with a patient was a continuing tort for which there was only one “claim” and not a separate malpractice in each policy period.)	Expected and intended exclusions enforced against insured perpetrator as the intent to harm was inferred by the conduct. <i>General Accident Ins. Co. v. Allen</i> , 708 A.2d 828 (Pa. Super. 1998); <i>Erie Ins. Exchange v. Claypoole</i> , 673 A.2d 348 (Pa. Super. 1996); <i>Aetna Casualty &amp; Surety Co. v. Roe</i> , 650 A.2d 94 (Pa. Super. 1994); <i>Wiley v. State Farm Fire &amp; Casualty Co.</i> , 995 F.2d 457 (3d Cir. 1993); <i>State Farm Fire &amp; Cas. Ins. Co. v. O’Neill</i> , 2005 WL 555368 (E.D. Pa. Mar 08, 2005).  Intent to harm not inferred when perpetrator is a minor or the alleged victim is over 18 and allegedly consented to the sexual conduct. <i>Teti v. Huron Ins. Co.</i> , 914 F. Supp. 1132 (E.D. Pa. 1996); <i>Aetna Life &amp; Casualty Co. v. Barthelemy</i> , 33 F.3d 189 (3d Cir. 1994); <i>Allstate Ins. Co. v. Sanchez</i> , 2003 WL 22100865 (E.D. Pa. July 30, 2003) (minor).	Exclusion for intentional acts of “the insured” only bars coverage for perpetrator, not co-insured sued for negligence. <i>General Accident Ins. Co. v. Allen</i> , 708 A.2d 828 (Pa. Super. 1998).  Exclusion for intentional acts of “any insured” bars negligent supervision claim against non-perpetrator insured. <i>Allstate Ins. Co. v. Kenney</i> , 2003 WL 22316776 (E.D. Pa. Oct. 8, 2003); <i>Allstate Ins. Co. v. Sanchez</i> , 2003 WL 22100865 (E.D. Pa. July 30, 2003).

**Sexual Misconduct Exclusions****Statute of Limitations****Reporting Laws****Other**

Exclusion for claims “arising out of sexual molestation” precluded coverage for sexual molestation claims regardless of whether the molestation was committed by the insured. *Ristine ex rel. Ristine v. Hartford Ins. Co. of Midwest*, 97 P.3d 1206 (Or. App. 2004).

Limitation of actions based on conduct that constitutes child abuse or conduct knowingly allowing, permitting or encouraging child abuse is either: (a) by age 40, if abuse occurred before injured person was age 18; or (b) 5 years from date the injured person discovers or should have discovered, the causal connection between the injury and the act, whichever period is longer. Or. Rev. Stat. §12.117(1).

Or. Rev. Stat. § 419B.005, et seq.

Respondeat superior liability for employee’s sexual misconduct. See *Fearing v. Bucher*, 977 P.2d 1163 (Or. 1999) (Priest’s cultivation of a trusting relationship with claimant motivated in part by desire to further the diocese’s interests.); See also *Lourim v. Swensen*, 977 P.2d 1157 (Or. 1999) (Molestation of Boy Scout); Cf. *Schmidt v. Archdiocese of Portland in Oregon*, 180 P.3d 60 (Or. Ct. App. 2008) (Priest’s alleged sexual assault); *Sapp v. Roman Catholic Archbishop of Portland in Oregon*, 2008 WL 1849915 (D. Or. Apr. 22, 2008) (Priest’s sexual assault); *Doe 130 v. Archdiocese of Portland in Oregon*, 2008 WL 656021 (D. Or. Mar. 06, 2008) (Priest’s sexual abuse); *Vinsonhaler v. Quantum Residential Corp.*, 73 P.3d 930 (Or. Ct. App. 2003); (No vicarious liability for sexual harassment.)

Molestation exclusion precluded coverage for negligent supervision claims against employer of massage therapist who allegedly sexually assaulted client. *12th Street Gym, Inc. v. Philadelphia Indem. Ins. Co.*, 2006 WL 1652690 (Pa. Com. Pl. June 12, 2006).

Claims based on childhood sexual abuse must commence within 12 years after age 18 if sexual abuse occurred while victim was a minor. 42 Pa. Cons. Stat. Ann. § 3533.

23 Pa. Cons. Stat. Ann. § 6311 et seq.

Generally, no respondeat superior liability where sexual abuse against minor, but potential liability where sexual conduct is between adults. *Sanchez v. Montanez*, 645 A.2d 383 (Pa. 1994) (Sexual assault of child outside scope of employment.); *Doe v. Liberatore*, 478 F. Supp. 2d 742 (M.D. Pa. Mar 19, 2007) (No respondeat superior liability for priest’s sexual abuse of minor.); *R. A. v. First Church of Christ*, 748 A.2d 692 (Pa. Super. 2000); Cf. *Nardella v. Dattilo*, 1997 WL 1056878 (Pa. Com. Pl. March 21, 1997); (Priest’s affair with an adult parishioner during counseling may be within scope of employment.)

Legislation to revive claims barred as of July 1, 2007 for 3-year-period proposed in 2009. 2009 PA H.B. 1939.

Discovery rule not applied in repressed memory claim to toll statute of limitations. *Dalrymple v. Brown*, 701 A.2d 164 (Pa. 1997); *Matthews v. Roman Catholic Diocese of Pittsburgh*, 2004 WL 2526794 (Pa. Com. Pl. Aug. 3, 2004); *Aquilino v. Philadelphia Catholic Archdiocese*, 884 A.2d 1269 (Pa. Super. 2005).

No violation of First Amendment to require disclosure of church’s “secret” archive file in civil action. *Hutchison v. Luddy*, 606 A.2d 905 (Pa. Super. 1992).



State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
RHODE ISLAND	In a case where a diocese negligently supervised a priest who sexually abused a minor male over 2 policy periods, the court looked to the number of actions or lapses in action on the part of the supervisor to determine the number of occurrences and not to the number of policy years over which the injuries may span. <i>Lee v. Interstate Fire &amp; Casualty Co.</i> , 86 F.3d 101 (7th Cir. 1996) (applying Rhode Island law).	Inferred intent applied to perpetrators of sexual abuse of a minor. <i>Sanzi v. Shetty</i> , 864 A.2d 614 (R.I. Jan. 20, 2005); <i>Peerless Ins. Co. v. Viegas</i> , 667 A.2d 785 (R.I. 1995).	
SOUTH CAROLINA	A sexual misconduct claim is deemed "made" on the date the claim is reported to the insured. <i>Loadholt v. South Carolina State Budget &amp; Control Board</i> , 528 S.E.2d 670 (S.C. Ct. App. 2000).	Intent to harm inferred in sexual abuse of minor and is not "occurrence." <i>Manufacturers and Merchants Mutual Ins. Co. v. Harvey</i> , 498 S.E.2d 222 (S.C. Ct. App. 1998); <i>State Farm Fire &amp; Cas. Co. v. Barrett</i> , 530 S.E.2d 132 (S.C. Ct. App. 2000); (Sexual harassment in employment.)	Intentional acts exclusion did not bar negligent supervision claim. <i>Manufacturers and Merchants Mutual Ins. Co. v. Harvey</i> , 498 S.E.2d 222 (S.C. Ct. App. 1998).

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Sexual misconduct exclusion precludes coverage for sexual molestation by a Boy Scout Leader. <i>American Commerce Ins. Co. v. Porto</i>, 811 A.2d 1185 (R.I. 2002); See also <i>Howard v. Guidant Mut. Ins. Group</i>, 785 A.2d 561 (R.I. 2001); (Minister's sexual misconduct with parishioner.)</p>	<p>Limitations period for actions against perpetrators resulting from childhood sexual abuse is 7 years from date of alleged act causing injury or 7 years from time victim discovers or should have discovered injury caused by the abuse, whichever is later. Date of discovery is last act and parent's knowledge not imputed to victim. R.I. Gen. Laws § 9-1-51. Claims against non-perpetrators for childhood sexual abuse damages subject to 3 year limitations period. <i>Ryan v. Roman Catholic Bishop of Providence</i>, 941 A.2d 174 (R.I. 2008).</p> <p>Tolling of limitations period for repressed memory claims based on "unsound mind" requires evidentiary hearing. See <i>Smith v. O'Connell</i>, 997 F. Supp. 226 (D. R.I. 1998), <i>aff'd sub. nom., Kelly v. Marcantonio</i>, 187 F.3d 192 (1st Cir. 1999); <i>Roe v. Gelineau</i>, 794 A.2d 476 (R.I. 2002); ("Unsound mind" means inability to manage day-to-day affairs); <i>Heroux v. Gelineau</i>, 2001 WL 872999 (R.I. Super. July 27, 2001); (Hearing based on temporary amnesia, not shame and guilt.)</p>	<p>R.I. Gen. Laws. § 40-11-1 et seq.</p>	<p>No respondeat superior liability for minister's sexual relationship with parishioner. <i>Howard v. Guidant Mut. Ins. Group</i>, 785 A.2d 561 (R.I. 2001); <i>Doe v. O'Connell</i>, 1988 WL 1016799 (R.I. Super. Jan. 28, 1988); (Priest's sexual abuse of minor.)</p> <p>First Amendment did not bar negligent supervision claim regarding priest's sexual abuse of minors. <i>Smith v. O'Connell</i>, 986 F. Supp 73 (D. R.I. 1997); See also <i>Heroux v. Carpenter</i>, 1998 WL 388298 (R.I. Super. Jan. 23, 1998); Cf. <i>Martin v. Howard</i>, 784 A.2d 291 (R.I. 2001); (Free Exercise Clause bars examination of church discipline of minister involved in sexual affair with parishioner.)</p>
	<p>Action to recover damages arising out of an act of sexual abuse must commence within 6 years after victim reaches age 21 or 3 years from time of discovery of the injury and its causal relationship with the sexual abuse, whichever is later. S.C. Code Ann. § 15-3-555.</p> <p>Repressed memory of sexual abuse tolls the limitations period but claim must be corroborated with independent verifiable, objective evidence including expert testimony to prove both the abuse and the repressed memory. <i>Moriarty v. Garden Sanctuary Church of God</i>, 534 S.E.2d 672 (S.C. 2000).</p>	<p>S.C. Code Ann. § 20-7-510 et seq.</p>	<p>Tort liability damages against charitable organizations limited Tort Claim Act limits (\$300,000 per person and \$600,000 aggregate). S.C. Code Ann. § 33-56-180. Bar against charitable entity's employee unless employee's acts were reckless, willful or grossly negligent.</p> <p>No employer vicarious liability for employee's criminal acts. <i>Brockington v. Pee Dee Mental Health Center</i>, 433 S.E.2d 16 (S.C. Ct. App. 1993); <i>Doe v. South Carolina State Budget and Control Board</i>, 494 S.E.2d 469 (S.C. Ct. App. 1998), <i>aff'd</i>, 523 S.E.2d 457 (S.C. 1999); (Police officer's sexual assaults.)</p>

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
SOUTH DAKOTA		<p>No coverage for intentional willful injury acts as matter of public policy. S.D. CL 53-9-3; St. Paul Fire &amp; Marine Ins. Co. v. Engelmann, 639 N.W.2d 192 (S.D. 2002); (Physician’s rape of patients.)</p> <p>Intent to harm inferred for criminal sexual acts. American Family Ins. Co. v. Purdy, 483 N.W.2d 197 (S.D. 1992).</p>	
TENNESSEE	<p>Multiple acts of sexual abuse committed by a perpetrator constituted a single “sexual abuse occurrence” under insurance policy. TIG Ins. Co. v. Merryland Childcare and Development Center, Inc., 2007 WL 316571 (W.D. Tenn. Jan. 31, 2007).</p>	<p>Courts have upheld exclusions for expected or intended injury when claims against insured are for sexual abuse of a minor because sexual abuse of a minor is intended or expected to cause injury. State Farm Fire and Casualty Co. v. Pickral, 1997 WL 80046 (Tenn. Ct. App. Feb. 26, 1997). Intent to harm is also inferred when the perpetrator is a minor. Tennessee Farmers Mutual Ins. Co. v. Anderson, 1989 WL 22698 (Tenn. Ct. App. March 17, 1989).</p>	<p>Intentional acts exclusion would not preclude insurance coverage to parents for claims of negligent supervision of a minor perpetrator of sexual abuse. Tennessee Farmers Mutual Ins. Co. v. Anderson, 1989 WL 22698 (Tenn. Ct. App. March 17, 1989).</p>

**Sexual Misconduct Exclusions**

**Statute of Limitations**

**Reporting Laws**

**Other**

<p>Limitations of action for intentional childhood sexual abuse is 3 years from act alleged to have caused injury or 3 years from time victim discovered injury was caused by the act, whichever is later. S.D. Codified Laws § 26-10-25.</p> <p>Recent legislation proposes modify §26-10-25 to limit victim aged 40 or older from recovering against anyone other than perpetrator. 2010 SD H.B. 1104.</p> <p>Limitations period begins even if plaintiff not fully aware of all injuries. <i>One Star v. Sisters of St. Francis, Denver, Colo.</i>, 752 N.W.2d 668 (S.D. 2008); Cf. <i>Zephier v. Catholic Diocese of Sioux Falls</i>, 752 N.W.2d 658 (S.D. 2008); (No showing that plaintiffs knew, or should have discovered, abuse.). Limitations period applied retroactively and may revive expired claim. <i>Stratmeyer v. Stratmeyer</i>, 567 N.W.2d 220 (S.D. 1997); <i>Delonga v. Diocese of Sioux Falls</i>, 329 F. Supp. 2d 1092 (D. S.D. 2004).</p>	<p>S.D. Codified Laws § 26-8A-1 et seq.</p>	<p>Employer vicarious liability for sexual tort where foreseeable and sufficient nexus between employment and activity. <i>St. John v. United States</i>, 240 F.3d 671 (8th Cir. 2001); <i>Primeaux v. United States</i>, 181 F.3d 876 (8th Cir. 1999); (Rape by police officer not within scope.); <i>Red Elk v. United States</i>, 62 F.3d 1102 (8th Cir. 1995) (Rape by police officer of girl stopped for curfew violation within scope.); <i>Brown v. Youth Services Intern. of South Dakota, Inc.</i>, 89 F. Supp. 2d 1095 (D.S.D. 2000); (Juvenile treatment facility could be vicariously liable for alleged sexual assault by its counselor.)</p>
<p>No special child sexual abuse limitations period. Limitation of actions for personal injury is within 1 year after the cause accrues. Tenn. Code. Ann. § 28-3-104(a)(1). If acts occur while plaintiff is minor, limitation period extended to within 1 year after reaching age 18. § 28-1-106.</p> <p>Tolling of limitations period strictly construed to period when plaintiff had no knowledge at all that wrong had occurred. <i>Hunter v. Brown</i>, 955 S.W.2d 49 (Tenn. 1997); <i>C.S. v. Diocese of Nashville</i>, 2008 WL 4426891 (Tenn. Ct. App. Sept. 30, 2008); <i>Doe v. Coffee County Board of Educ.</i>, 852 S.W.2d 899 (Tenn. Ct. App. 1992).</p>	<p>Tenn. Code Ann. § 37-1-401 et seq.</p>	<p>No vicarious liability for criminal sexual assault as outside scope of employment. <i>Jane Doe v. Linder Construction Co.</i>, 845 S.W. 2d 173 (Tenn. 1992).</p>

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
TEXAS	<p>Number of occurrences addressed from standpoint of the number of injured persons and the holdings varied depending on the policy. In case involving day care center's employee's molestation of 3 children, court ruled one occurrence based on a sexual misconduct endorsement that provided that "all acts of sexual misconduct by 1 person, or 2 or more persons acting together" would constitute one occurrence. Preferred Risk Mutual Ins. Co. v. Watson 937 S.W.2d 148 (Tex. App. 1997); TIG Ins. Co. v. San Antonio YMCA, 172 S.W.3d 652 (Tex. App. 2005). In another case, employee sexually abused 2 children and court ruled each child's abuse was separate single occurrence. H.E. Butt Grocery Co. v. National Union Fire Ins. Co., 150 F.3d 526 (5th Cir. 1998).</p>	<p>Sexual molestation is an intentional injury as a matter of law. J.E.M. v. Fidelity &amp; Casualty Co. of New York, 928 S.W.2d 668 (Tex. App. 1996); Allen v. Automobile Ins. Co. of Hartford, 892 S.W.2d 198 (Tex. App. 1994); Maayeh v. Trinity Lloyd's Ins. Co., 850 S.W.2d 193 (Tex. App. 1992).</p>	<p>Perpetrator's intent not imputed to insured in determining "occurrence." King v. Dallas Fire Ins. Co., 85 S.W.3d 185 (Tex. 2002); See also Roman Catholic Diocese of Dallas v. Interstate Fire &amp; Cas. Co., 133 S.W.3d 887 (Tex. App. 2004) (Even without separation of insured clause); State Farm General Ins. Co. v. White, 955 S.W.2d 474 (Tex. App. 1997); (Intentional act exclusion did not apply for negligent failure to report child abuse.)</p>
UTAH		<p>Intentional acts exclusion evaluated in light of subjective intent and specific facts presented. Allstate Ins. Co. v. Patterson, 904 F. Supp. 1270 (D. Utah 1995); (Alleged sexual assault by minor on another minor.)</p>	<p>Intentional and criminal acts exclusions did not preclude coverage for negligence actions against non-perpetrators. Allstate Ins. Co. v. Patterson, 904 F. Supp. 1270 (D. Utah 1995).</p>

**Sexual Misconduct Exclusions****Statute of Limitations****Reporting Laws****Other**

Sexual behavior exclusion held to bar coverage to employer and employee. *Old Republic Ins. Co. v. Comprehensive Health Care Assoc.*, 2 F.3d 105 (5th Cir. 1993) (sexual harassment); *American Home Assurance Co. v. Stephens*, 164 F.3d 956 (5th Cir. 1999).

Limitation period of 5 years from injury for sexual assault, aggravated sexual assault and continuous sexual abuse of a child. *Tex. Civ. Prac. & Rem. Code* § 16.0045. Limitations period tolled until age 18 for acts against minor. §16.001. Repressed memory argument rejected to toll limitation where abuse claim not objectively verifiable. *S.V. v. R.V.*, 933 S.W.2d 1 (Tex. 1996); *L.C. v. A.D.*, 971 S.W.2d 512 (Tex. App. 1997); *Sanchez v. Archdiocese of San Antonio*, 873 S.W.2d 87 (Tex. App. 1994) (Aware of injury); *Doe v. Linam*, 225 F. Supp. 2d 731 (S.D. Tex. 2002); (Awareness of sexual abuse precluded application of discovery rule to toll limitations period.)

*Tex. Fam. Code Ann* § 261.001 et seq.

First Amendment did not bar claim against minister for malpractice and breach of fiduciary duty for sexual affair while providing marriage counseling. *Sanders v. Casa View Baptist Church*, 134 F.3d 331 (5th Cir. 1998); Cf. *Pleasant Glade Assembly of God v. Schubert*, 264 S.W.3d 1 (Tex. 2008), cert. denied 129 S.Ct. 103 (2009); (Free Exercise Clause prohibited action for damage arising from attempt to exorcize demons.)

Liability of non-hospital charitable organizations and their employees is \$500,000 each person and \$1,000,000 each occurrence. *Tex. Civ. Prac. & Rem. Code Ann.* §§ 84.005-.006. The act does not apply to an act or omission that is intentional, willfully negligent, or done with conscious indifference or reckless disregard of others. §84.007.

Civil actions for sexual abuse of a child must commence within 4 years after person reaches age 18 or 4 years from the discovery of the abuse, whichever is later. *Utah Code Ann.* § 78B-2-308.

The limitations period does not apply retroactively to claims accruing before 1992. *Colosimo v. Roman Catholic Bishop of Salt Lake City*, 156 P.3d 806 (Utah 2007); *Roark v. Crabtree*, 893 P.2d 1058 (Utah 1995); *Burkholz v. Joyce*, 972 P.2d 1235 (Utah 1998); Cf. *Olsen v. Hooley*, 865 P.2d 1345 (Utah 1993); (Exceptional circumstances to toll limitations period where repressed memory of abuse for 12 years.)

*Utah Code Ann.* § 62A-4a-402 et seq.

No vicarious liability as sexual misconduct of employees is outside the course and scope of their employment. See *J.H. v. West Valley City*, 840 P.2d 115 (Utah 1992) (Juvenile molested by police officer.); *C.C. v. Roadrunner Trucking Inc.*, 823 F. Supp. 913 (D. Utah 1993); (Trucker rape of hitchhiker); *Birkner v. Salt Lake County*, 771 P.2d 1053 (Utah 1989) (Therapist's sexual misconduct with a client outside scope of employment.)

Communications between a bishop and a father who was accused of sexually abusing his adopted daughter subject to clergy-penitent privilege. *Scott v. Hammock*, 870 P.2d 947 (Utah 1994).

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts - Non Perpetrator in Sexual Misconduct Setting
VERMONT		Expected and intended exclusion barred coverage for sexual abuse of minor as intent to harm inferred by conduct. <i>Nationwide Mut. Fire Ins. Co. v. LaJoie</i> , 661 A.2d 85 (Vt. 1995); <i>TBH by Howard v. Meyer</i> , 716 A.2d 31 (Vt. 1998). Intent not necessarily inferred when perpetrator is a minor. <i>Northern Security Ins. Co. v. Perron</i> , 777 A.2d 151 (Vt. 2001).	Intentional act exclusion does not bar negligent supervision claim against perpetrator's employer. <i>Northern Security Ins. Co. v. Perron</i> , 777 A.2d 151 (Vt. 2001).
VIRGINIA	Continuous and repeated acts of sexual molestation constitute "exposure to substantially the same general conditions" and thus constitute a single occurrence entitling insured to single policy limit, regardless of the number of acts of abuse. <i>S.F. v. West American Ins. Co.</i> , 463 S.E.2d 450 (Va. 1995).	No coverage for intentional torts arising out of sexual abuse of minor as not an "occurrence" or "accident". <i>American and Foreign Ins. Co. v. Church Schools in the Diocese of Virginia</i> , 645 F. Supp. 628 (E.D. Va. 1986); See also <i>St. Paul Fire and Marine Ins. Co. v. Jacobson</i> , 826 F. Supp. 155 (E.D. Va. 1993), <i>aff'd</i> , 48 F.3d 778 (4th Cir. 1995); (Intentional acts exclusion and public policy bar coverage for intentional criminal sexual misconduct.)	Potential "occurrence" stated for negligence allegations of negligence arising from intentional sexual abuse. <i>American and Foreign Ins. Co. v. Church Schools in the Diocese of Virginia</i> , 645 F. Supp. 628 (E.D. Va. 1986).

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
Sexual molestation exclusion barred coverage for minor's sexual molestation of another minor. <i>Concord General Mut. Ins. Co. v. Madore</i> , 882 A.2d 1152 (Vt. 2005).	<p>Limitations of actions based on childhood sexual abuse is 6 years from date act allegedly caused injury or 6 years from date person abused discovered injury was caused by act. Vt. Stat. Ann. Tit. 12, § 522.</p> <p>The discovery rule for childhood sexual abuse claims is not subject to a reasonableness requirement. <i>Barquin v. Roman Catholic Diocese of Burlington, Vermont</i>, 839 F. Supp. 275 (D. Vt. 1993).</p>	Vt. Stat. Ann. Tit. 33, § 4911 et seq.	<p>Church not vicariously liable for sexual abuse committed by its pastor, despite allegation that pastor's agency assisted the commission of the abuse. <i>Doe v. Newbury Bible Church</i>, 933 A.2d 196 (Vt. 2007); See also <i>Doe v. Forrest</i>, 853 A.2d 48 (Vt. 2004); (Sheriff's department not vicariously liable.)</p> <p>Free Exercise and Establishment Clauses did not bar claim for negligent supervision or hiring. <i>Turner v. Roman Catholic Diocese of Burlington</i>, 987 A.2d 960 (Vt. 2009).</p>
Professional liability policy's sexual misconduct sublimit for sexual misconduct was not against public policy, even where non-sexual misconduct was also alleged. <i>McConaghy v. RLI Ins. Co.</i> , 882 F. Supp. 540 (E.D. Va. 1995).	<p>Limitation of action for childhood sexual assault commences 2 years from age of majority or, if not then known, from the date the fact of the injury and the causal connection to the sexual abuse is first communicated to the claimant by a licensed physician, psychologist or clinical psychologist. Va. Code Ann. §§ 8.01-243 &amp; 8.01-249.</p> <p>Tolling provision does not apply to parents of abused minor. <i>Mahoney v. Becker</i>, 435 S.E.2d 139 (Va. 1993).</p>	Va. Code Ann. § 63.1-1501 et seq.	<p>In applying doctrine of respondeat superior, plaintiff has initial burden to show existence of employment relationship. Burden then shifts to employer to rebut presumption by proving the employee departed from the scope of employment relationship at time injurious act committed. <i>Gina Chin &amp; Assoc. v. First Union Bank</i>, 547 S.E.2d 573 (Va. 2000); <i>Majorana v. Crown Central Petroleum Corp.</i>, 539 S.E.2d 426 (Va. 2000); <i>Webb v. United States of America</i>, 24 F. Supp. 2d 608 (W.D. Va. 1998).</p> <p>Charitable immunity does not preclude negligent hire claim against church for employee's molestation of minor. <i>J. v. Victory Tabernacle Baptist Church</i>, 372 S.E.2d 391 (Va. 1988); Cf., <i>Bhatia v. Mehak, Inc.</i>, 551 S.E.2d 358 (Va. 2001).</p>



State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
WASHINGTON	A diocese’s alleged acts of negligent hiring and supervision of priests who committed sexual abuse constituted “occurrences” under policy. <i>Pacific Ins. Co. v. Catholic Bishop of Spokane</i> , 450 F. Supp. 2d 1186 (E.D. Wash. 2006).	Intentional acts exclusions preclude coverage for injury expected or intended by an insured perpetrator based on the inferred intent doctrine that sexual molestation of a minor is intended or expected to cause injury. <i>Rodriguez v. Williams</i> , 729 P.2d 627 (Wash. 1986); <i>Farmers Ins. Co. v. Hembree</i> , 773 P.2d 105 (Wash. Ct. App. 1989); See also <i>American Econ. Ins. Co. v. Estate of Wilker</i> , 977 P.2d 677 (Wash. Ct. App. 1999), rev. den., denied, 994 P.2d 844 (Wash. 2000).	Exclusions that bar coverage for intentional acts of “an insured” also preclude coverage for non-perpetrators. See <i>Farmers Ins. Co. v. Hembree</i> , 773 P.2d 105 (Wash. Ct. App. 1989); <i>Caroff v. Farmers Ins. Co. of Washington</i> , 989 P.2d 1233 (Wash. Ct. App. 1999), rev. den.; 10 P.3d 1073 (Wash. 2000).
WEST VIRGINIA		Intentional acts exclusion precludes coverage for injury expected or intended by an insured perpetrator based on inferred intent doctrine. Sexual molestation of a minor is, by its nature, intended or expected to cause injury. <i>Horace Mann Ins. Co. v. Leeber</i> , 376 S.E.2d 581 (W.Va. 1988); See also <i>Smith v. Animal Urgent Care, Inc.</i> , 542 S.E.2d 827 (W.Va. 2000); Cf. <i>Tackett v. American Motorists Ins. Co.</i> , 584 S.E. 2d 158 (W.Va. 2003); (Duty to defend employee’s alleged sexual misconduct where personal injury coverage violation alleged.)	Intentional acts exclusion precludes coverage for negligence claims against a perpetrator’s employer or any other negligent party arising out of the perpetrator’s sexual misconduct because the essence of such claims remains the underlying intentional acts of sexual misconduct. <i>Smith v. Animal Urgent Care, Inc.</i> , 542 S.E.2d 827 (W.Va. 2000); See also <i>West Virginia Fire &amp; Cas. Co. v. Stanley</i> , 602 S.E.2d 483 (W.Va. 2004).

**Sexual Misconduct Exclusions****Statute of Limitations****Reporting Laws****Other**

Sexual misconduct exclusions bar coverage for claims arising out of alleged sexual abuse. *Caroff v. Farmers Ins. Co. of Washington*, 989 P.2d 1233 (Wash. Ct. App. 1999), rev. den., 10 P.3d 1073 (Wash. 2000); *National Union Fire Ins. Co. of Pittsburgh, PA v. Northwest Youth Services*, 983 P.2d 1144 (Wash. Ct. App. 1999), rev. den., 994 P.2d 845 (Wash. 2000). It is not against public policy for an insurance policy to provide less coverage for sexual misconduct claims than non-sexual misconduct claims; however, it violates public policy to provide less coverage for non-sexual misconduct merely because sexual misconduct is alleged to have occurred at the same time. *American Home Assurance Co. v. Cohen*, 881 P.2d 1001 (Wash. 1994).

A victim of childhood sexual abuse may file suit within the later of (1) 3 years from the abusive act; (2) 3 years from when the victim discovered or reasonably should have discovered that the injury or condition was caused by the abusive act; or (3) 3 years from when the victim discovered that the abusive act caused the injury for which the claim is brought. Wash. Rev. Code Ann. §4.16.340; See also *Buschmann v. Kennaugh*, 183 P.3d 1124 (Wash. Ct. App. 2008) (§ 4.16.340 applied to action seeking damages for older step-brother's alleged sexual abuse of younger step-brother that occurred when the parties were children).

This limitations' period extends to negligence causes of action against non-perpetrators who are alleged to have failed to prevent the abuse. *C.J.C. v. Corporation of Catholic Bishop of Yakima*, 985 P.2d 262 (Wash. 1999); *Cloud ex rel. Cloud v. Summers*, 991 P.2d 1169 (Wash. Ct. App. 1999); See also *Hollman v. Corcoran*, 949 P.2d 386 (Wash. Ct. App. 1997); (Limitation period for childhood sexual abuse is tolled until the victim discovers the causal connection between the abuse and the injuries for which the claim is brought.); *Arnold v. Amtrak*, 2001 WL 725123 (9th Cir. June 21, 2001).

Wash. Rev. Code Ann. § 26.44.010 et seq.

An employer is not subject to respondeat superior liability under Washington law for an employee's intentional sexual misconduct. *C.J.C. v. Corporation of the Catholic Bishop of Yakima*, 985 P.2d 262 (Wash. 1999); *Niece v. Elmview Group Home*, 929 P.2d 420 (Wash. 1997); *Smith v. Sacred Heart Medical Center*, 184 P.3d 646 (Wash. Ct. App. 2008); (Hospital not vicariously liable for nursing assistant's alleged sexual misconduct.)

The First Amendment does not preclude imposing a duty of reasonable care on a church so long as liability is predicated upon secular conduct, such as minor sexual abuse, and does not involve interpretation of church doctrine or religious beliefs. *C.J.C. v. Corp. of the Catholic Bishop of Yakima*, 985 P.2d 262 (Wash. 1999). However, the First Amendment may preclude adjudication of a negligent supervision claim arising out of a minister's sexual misconduct if the church's authority is so diffuse as to require the court's consideration and interpretation of the church's laws and doctrines. *Germain v. Pullman Baptist Church*, 980 P.2d 809 (Wash. Ct. App. 1999); See also *S.H.C. v. Sheng-Yen Lu*, 54 P.3d 174 (Wash. Ct. App. 2002).

Actions for personal injuries shall be brought within 2 years after the cause of action accrues. W. Va. Code § 55-2-12(b). Minority and insanity toll the limitations period; however, no action may be commenced more than 20 years after the cause of action accrues. § 55-2-15.

*Albright v. White*, 503 S.E.2d 860 (W. Va. 1998); (Suit time-barred because claimant alleged repressed memory of childhood sexual abuse for 25 years which exceeded the 20 year period described by § 55-2-15.)

W.Va. Code § 49-6A-1 et seq.

State	Coverage Trigger & Number of Occurrences in Sexual Misconduct Setting	Intentional Acts Exclusions Perpetrators	Intentional Acts – Non Perpetrator in Sexual Misconduct Setting
WISCONSIN		Sexual assaults upon a minor are so certain to result in injury that intent to injure is inferred as a matter of law for purposes of intentional acts exclusion. C.L. by Guerin v. School Dist. of Menomonee Falls, 585 N.W.2d 826 (Wis. Ct. App. 1998).	Where a grandfather allegedly engaged in sexually explicit conduct with his 4 grandchildren, an intentional acts exclusion precluded homeowner’s insurance coverage for negligence claims against perpetrator’s spouse. Jessica M.F. v. Liberty Mut. Fire. Ins. Co., 561 N.W.2d 787 (Wis. Ct. App. 1997); See also J.G. v. Wangard, 753 N.W.2d 475 (Wis. 2008); (Intentional acts exclusions in policies barred coverage for wife’s alleged negligence in failing to prevent her husband’s intentional sexual assaults of minor.)
WYOMING			Where an insurance policy contains a separation-of-insureds or severability clause, an allegation against the perpetrator’s partner for negligent failure to warn a claimant about the perpetrator’s sexual predatory nature was an occurrence under the policy. Harper v. Gulf Ins. Co., 2002 WL 32290984 (D. Wyo. Dec. 20, 2002).

Sexual Misconduct Exclusions	Statute of Limitations	Reporting Laws	Other
<p>Sexual molestation exclusion precluded coverage for bodily and psychological injuries caused by the molestation. <i>Tara N. v. Economy Fire &amp; Cas. Ins. Co.</i>, 540 N.W.2d 26 (Wis. Ct. App. 1995). A sexual molestation exclusion in a homeowner's insurance policy applied to preclude coverage for the minor molester and his innocent co-insured parents who were statutorily liable for his tortious acts. <i>Taryn E.F. v. Joshua M.C.</i>, 505 N.W.2d 418 (Wis. Ct. App.1993).</p> <p>Where a broker negligently failed to include an agreed-upon sexual misconduct exclusion, the court held that the omitted exclusion would have precluded coverage and the reinsurer was not liable to indemnify the insurer. <i>IPCI Ltd. v. Old Republic Ins. Co.</i>, 758 F. Supp. 478 (E.D. Wis. 1991).</p>	<p>An action for sexual assault of a child must be commenced before the injured party reaches age 35. Wis. Stat. § 893.587.</p> <p>In 2010, legislation introduced to eliminate the age 35 limitations' period for any sexual assault of a minor by an adult. 2009 WI A.B. 839 (March 2010)</p> <p>The Wisconsin courts have found the discovery rule does not apply to claims of negligent retention and supervision against a diocese. <i>Schauer v. Diocese of Green Bay</i>, 687 N.W.2d 766 (Wis. App. 2004); See also <i>Doe 67C v. Archdiocese of Milwaukee</i>, 2004 WL 1698063 (Wis. App. July 30, 2004); <i>Doe v. Archdiocese of Milwaukee</i>, 565 N.W.2d 94 (Wis. 1997); <i>Pritzlaff v. Archdiocese of Milwaukee</i>, 533 N.W.2d 780 (Wis. 1995); <i>John Doe 1 v. Archdiocese of Milwaukee</i>, 734 N.W.2d 827 (Wis. 2007); (Negligent supervision claims accrued at time of last sexual assault incident.) § 893.587 did not apply to incestuous relationship between adults. <i>Estate of Robert D.B.</i>, 559 N.W.2d 272 (Wis. App. 1997).</p>	<p>Wis. Stat. § 48-981 et seq.</p>	<p>Drug abuse counselor's sexual relationship with a patient did not subject the clinic to vicarious liability as the counselor's actions fell outside the scope of his employment. <i>Block v. Gomez</i>, 549 N.W.2d 783 (Wis. Ct. App. 1996).</p> <p>First Amendment barred negligent supervision claim against a religious organization in case alleging priest used position to coerce sex, since such a determination would require interpretation of church canons and internal church policies and practices. <i>Pritzlaff v. Archdiocese of Milwaukee</i>, 533 N.W.2d 780 (Wis. 1995); See also <i>L.L.N. v. Clauder</i>, 563 N.W.2d 434 (Wis. 1997).</p>
<p>Sexual misconduct exclusion barred coverage for actions involving sexual abuses regardless of whether the abuse was caused intentionally by a perpetrator or negligently by a supervisory defendant. <i>Harper v. Gulf Ins. Co.</i>, 2002 WL 32290984 (D. Wyo. Dec. 20, 2002).</p>	<p>Civil actions based on sexual assault against a minor must be brought within the later of 8 years after the minor's eighteenth birthday or 3 years after the discovery. Wyo. Stat. Ann. § 1-3-105 (b). The extended limitations period begins to run when the claimant discovered or in the exercise of reasonable diligence should have discovered the psychic trauma. <i>McCreary v. Weast</i>, 971 P.2d 974 (Wyo. 1999).</p>	<p>Wyo. Stat. Ann. § 14-3-201 et seq.</p>	



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