

COA Opinion: Insurance policy's sexual molestation exclusion bars coverage regardless of intent to injure

24. March 2010

On March 23, 2010, the Court of Appeals published its earlier January opinion in [Doe v. Citizens Insurance Company, No. 288776](#). In this case, a plaintiff sought a declaratory judgment that the homeowners' insurance policy of a party alleged to be liable for a sexual assault had to defend and indemnify that party in plaintiff's civil suit. The Court of Appeals affirmed the trial court's determination that the insurance policy's sexual molestation exclusion barred coverage for such claims. The plaintiff argued that, in this case, the sexual assault was allegedly committed by a minor, and thus there was no intent to injure. The Court of Appeals found that while intent to injure is a relevant element of some policy exclusions, the sexual molestation exclusion explicitly excludes any injury arising out of a sexual assault, regardless of whether there was an intent to injure.