

Sexual Molestation Not Covered under Educator's Employment Liability Policy

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A Kentucky appellate court has held that a claim for sexual molestation is not covered under an educator's employment liability policy because the teacher was not acting within the scope of his duties. *Goodman v. Horace Mann Ins. Co.*, No. 2000-CA-001924-MR, 2003 WL 1389120 (Ky. Ct. App. Mar. 21, 2003).

The insurer issued an educator's employment liability policy that provided coverage to a teacher for "damages which *you* shall become legally required to pay as a result of any claim which comes from an *occurrence* in the course of *your educational employment activities*." The policy contained an exclusion for "*occurrences* involving damages which are the intended consequence of action taken by *you* or at *your* direction." The insured, a teacher, was sued for the alleged improper touching of four students.

The court held that the policy did not provide coverage for sexual abuse. Relying primarily on California law, the court noted that "[c]ourts have consistently held that a teacher engaging in sexual molestation is not acting within his educational employment activities." The appellate court stated its agreement with the application in these decisions of "the doctrine of reasonable expectations, which requires construction of the policy so as to give the insured the protection he reasonably has a right to expect." The court concluded that it "could not fathom a more personal activity less related to the goal of education than teacher's acts." Accordingly, coverage was not available for the sexual abuse allegations.

For more information, please contact one of WRF's Professional Liability Attorneys at 202.719.7130