

19. The term “occurrence” is defined by the California Policy as:

1. A loss or an accident, to which this insurance applies, including continuous or repeated exposure to substantially the same general harmful conditions, which occurs during the Policy Period and results in personal injury or property damage; or
2. An offense, to which this insurance applies, including a series of related offenses, committed during the Policy Period that results in personal injury or property damage.

20. The term “personal injury” is defined by the California Policy as:

a. Bodily Injury

...

c. Shock, emotional distress, mental injury;

4. Invasion of privacy;

5. Defamation, libel or slander;

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21. The California Policy contains an Exclusion for “Sexual Molestation or

Corporal Punishment that states: E. Exclusions

This policy does not provide coverage for liability, defense costs or any other cost or expense for:

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9. Sexual Molestation or Corporal Punishment

Personal injury arising out of any actual, alleged or threatened by any person:

1. Sexual molestation, misconduct or harassment;
2. Corporal punishment; or

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c. Sexual, physical or mental abuse. ...

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AIG Property also issued personal excess liability policy no. PCG 0006235889 with effective dates January 1, 2014 to January 1, 2015 written on form no. PEL-MA (03/06) as modified by various endorsements (hereinafter “PEL policy”). The named insureds are “William H. Cosby” and “Camille Cosby.” The PEL Policy contains a liability policy limit of \$35,000,000. A true and correct certified copy of the PEL Policy, as redacted to remove sensitive information regarding insured locations, vehicles and premiums paid, is attached hereto as Exhibit “C”.

23. The PEL Policy provides under the Insuring Agreement for “PART II – WHAT IS COVERED” that “[w]e will pay damages an insured person is legally obligated to pay because of personal injury or property damage caused by an occurrence covered by this policy anywhere in the world:

1. In excess of damages covered by the required underlying insurance or the Minimum Required Underlying Limit, whichever is greater; or
2. From the first dollar of damages where required underlying insurance either:
  1. 1) Exists but, coverage does not apply for a particular occurrence; or
  2. 2) Is not required under this policy and no underlying insurance exists.

24. The PEL Policy further provides under the Insuring Agreement for “PART IV DEFENSE COVERAGE AND CLAIM EXPENSE” that “[w]e will defend an insured person against any suit seeking damages covered by Excess Liability, Limited Employment Practices Liability, or Limited Charitable Board Directors and Trustees Liability under this policy and where:

1. The underlying insurance has been exhausted by payment of 7

COMPLAINT FOR DECLARATORY RELIEF

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B. As  
“insured person” is defined by the PEL Policy as:  
You or a family member;  
An Additional Insured named in the policy;  
Any person given permission by you or a family member to use a  
vehicle or watercraft covered under this policy with respect to their  
legal responsibility arising out of its use.  
“occurrence” is defined by the PEL Policy as:  
An accident, including continuous or repeated exposure to substantially  
the same general harmful conditions, which first results during the  
Policy Period in bodily injury or property damage; or  
An offense, including a series of related offenses, committed during the  
Policy Period that results in personal injury.  
“personal injury” is defined by the PEL Policy as: Bodily Injury  
Shock, emotional distress, mental injury; Invasion of privacy;  
Defamation, libel or slander;  
Policy contains an Exclusion for “Sexual Misconduct” that  
respects Excess Liability, the following also 8

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claims;

2. No underlying insurance applies; or
3. With respect to Limited Charitable Board Directors and Trustee

Liability, any applicable Deductible has been exhausted.”

COMPLAINT FOR DECLARATORY RELIEF

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applies:

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This insurance does not provide coverage for liability, defense costs or any other cost or expense:

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...

3. Sexual Misconduct

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Arising out of any actual, alleged or threatened:

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a. Sexual misconduct, molestation or harassment;

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b. Corporal punishment; or

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c. Sexual, physical or mental abuse. ...

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McCORMICK, BARSTOW, SHEPPARD,  
WAYTE & CARRUTH LLP  
7647 NORTH FRESNO STREET FRESNO, CA  
93720

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