POLICYHOLDER ALERT

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Potential New Wave of Insurance Coverage Litigation Coming in Rhode Island for Sex Abuse Claims

By John P. Lacey and Marshall Gilinsky

In recent years, we have witnessed a wave of litigation alleging claims of sexual abuse. Many of these claims were previously time-barred. However, dramatic changes in the law in several states have created "look-back" windows eliminating the statute of limitations for such claims, usually for a fixed period (e.g., 1-3 years). In these states, claimants can seek redress against those who allegedly committed or facilitated the abuse, even if it took place many years ago.

Rhode Island is the latest state to dramatically change its law – specifically, via H7200, signed into law on June 11, 2026, and effective on July 1. This law revives certain claims that would otherwise be time-barred by the statute of limitations. The new law allows claims against institutions and creates a revival period for claimants to file such claims through June 30, 2028.

Critically, the law applies broadly to institutions whose negligence allegedly caused or contributed to the abuse, including negligent hiring, supervision, training, monitoring, failure to report, and concealment. The new law has the potential to generate hundreds, if not thousands of lawsuits in Rhode Island.

For many claimants, the target of their lawsuits is not the alleged abuser. Frequently, the perpetrators are deceased or have no assets. Instead, claimants generally target institutions that allegedly were negligent in allowing the abuse to occur or in failing to prevent it, such as universities, public entities, schools, religious organizations, businesses, and many more.

Virtually all these entities and organizations have insurance coverage available to them. Actually getting their insurance companies to step up and provide coverage, however, is not always a simple task.

PRESS INSURANCE COMPANIES AND CONSIDER FILING SUIT

One of the most common issues is so-called "missing" policies. These abuse claims often date back decades, leaving policyholders scrambling to locate copies of their old insurance policies. Unfortunately, many policyholders do not have copies of their old policies and naturally turn to their insurance companies to assist in locating them.

Policyholders in this position too often receive an unhelpful response from their insurance company, including a denial of coverage. Insurance companies often say they've searched for missing policies but could not locate any – but refuse to elaborate on how they searched or what evidence short of actual policies they located.

Either way, such statements should not be taken at face value, as the following examples from our experience illustrate.

On one occasion, an insurance company denied it had any record of its policyholder's insurance policy, forcing the

policyholder to file suit. While in suit, the policyholder served document requests on the insurance company. On the eve of the document production deadline, the insurance company admitted it had found records of the policyholder's insurance policy and agreed to provide the policyholder with a defense.

On another occasion, a different insurance company also denied it had any record of its policyholder's insurance policy. The policyholder filed suit and subsequently served the insurance company with a number of document requests. Those requests, however, went unanswered, forcing the policyholder to file a motion to compel. Before the motion to compel was adjudicated by the Court, the insurance company produced insurance records confirming not only the existence of the subject insurance policy, but also that the policy covered the underlying claim. There, too, the insurance company eventually agreed to defend the policyholder in the underlying claim.

On a third occasion, another insurance company denied in certified discovery responses that it had any record of its policyholder's insurance policy. However, once a missing policy deposition was scheduled, the insurance company 'found' documents that proved the policy and agreed to defend.

All three of these examples underscore the importance of pressing one's insurance company to produce insurance records. If an insurance company refuses, policyholders should consider filing suit. While in suit, an insurance company cannot refuse to produce relevant records in its possession. If it does, the insurance company may be compelled to produce such documents by the court or even face sanctions.

SECONDARY EVIDENCE COUNTS

As we have seen, when an insurance company is noticed on a long-tail claim such as a historical sexual abuse claim, it will often reply that it cannot locate the policy. However, producing the policy document itself is not necessary to establish coverage. Policyholders can prove the existence of an insurance policy through secondary evidence, and often very little secondary evidence is necessary. In some cases, expert testimony, a single declarations page, or records regarding premium payments may suffice.

When communicating with insurance companies, it is critical that policyholders seek not only copies of their insurance policies, but also secondary evidence of those policies.

VICARIOUS LIABILITY IS GENERALLY COVERED

Claimants seeking redress for alleged abuse usually sue the alleged abuser and the alleged abuser's employer. Generally, the theory of liability against the employer is that the employer was negligent in hiring or supervising the alleged abuser, or otherwise failed to stop the alleged abuse. While complaints may list different causes of action against the employer, the allegations of the complaint usually do not focus on intentional conduct. This is critical because allegations of negligence are covered while intentional harm usually is not. Generally, the insurance company has a duty to defend when a complaint advances both covered and uncovered claims. If a suit alleges negligent hiring, supervision or other sorts of negligence, the insurance company should defend, even if intentional conduct is also alleged.

BEWARE AGGREGATE LIMITS

Most insurance policies state that they have an aggregate limit. However, under many older policies, it is imperative to read the fine print. Frequently those policies provide that the bodily injury aggregate only applies to product liability and completed operations claims, which are not at issue in sex abuse coverage litigation. Insurance companies' contentions that their policies have aggregates should be carefully reviewed. The difference often is a single limit for all claims, or a separate limit for each individual claimant.

CONCLUSION

Sexual abuse suits are high stakes litigation for the policyholder, with settlements for single claimants reportedly[A1.1] ranging between six- and seven-figures. These claims are covered by insurance, if the policyholder can produce sufficient evidence of the policy. Unfortunately, one of the best sources of evidence is the insurance companies themselves. While many insurance companies can be relied upon to do honest searches for their policies, others procrastinate, mislead, and fail to do a thorough search.

Proving the policy is just the first hurdle that insurance companies will pose to their policyholders. Questions will arise as to the policyholder's knowledge and intent, the meaning of occurrence, and multiple other issues. A policyholder should seek out experienced counsel to help navigate these issues and bring its claim to a successful resolution.

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