**Summary of Commonly Asserted Insurer Defenses**

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| **Defense**  | **Notes**  |
| Ongoing Operations Limitation | Coverage limited to damages occurring during the trade’s ongoing operations. |
| Occurrence Trigger – Outside Policy Period | Georgia recognizes four triggers, per Arrow Exterminators, Inc. v. Zurich American Ins. Co., 136 F. Supp. 2d 1340, 1345-46 (N.D. GA. 2001):1. Exposure Trigger – “coverage is triggered when injury-producing agent first makes contact with the property.”
2. Injury-In-Fact Trigger – “coverage is triggered at the point in time when actual injury first occurs.”
3. Continuous Trigger – “all liability policies in effect from the exposure to manifestation provide coverage and are responsible for the loss.
4. Manifestation Trigger – “coverage is triggered only when damage occurs and is discovered, that it ‘manifests’ itself as readily obvious, within the policy period.”
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| Classification Limitation  | Some policies limit coverage to or exclude coverage for specific types of work or specific types of projects. For example:1. construction of residential property not exceeding 3 stories in height;
2. contractors-subcontracted work in connection with construction, reconstruction erection or repair of buildings;
3. condominium construction.
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| Contract Liability Exclusion  | Coverage is excluded where the insured is obligated to pay by assumption of a contract.  |
| Business Risk Exclusion  | Coverage is excluded for damage to an insured’s own work.  |
| Mold Coverage | Excludes coverage for property damage which would not have occurred ***in whole or in part*** from contact/exposure/existence/presence of mold.Many policies provide limited mold coverage by separate endorsement. |
| Subsistence Exclusion  | Excludes damage due to “earth movement.”  |
| Timely Notice | Insured is required to notify the carrier “as soon as practicable” of an occurrence or claim.Georgia does *not* require that the insurer show prejudice to invoke a notice defense as a precondition to coverage.  |
| Loss Location  | Some additional insured endorsements are limited to a particular location.  |
| Voluntary Payment Condition  | Excludes coverage for payments or repairs made voluntarily and without notice to the insurer.  |
| No Written Contract  | Some AI endorsements require a written contract creating the trade’s obligation to designate the general contractor as an additional insured. |