

COVERING DEFECTIVE CONSTRUCTIONS OF CONSTRUCTION DEFECT COVERAGE

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DEFECTIVE CONSTRUCTION:

- **Providing services or building components that do not result in the constructed structure meeting contractual obligations, Building Codes and/or standards of care.**
 - **Poor workmanship;**
 - **Deficient building materials;**
 - **Involves Contractors / Subcontractors / Various Professionals / Developers;**

EFFECTS OF DEFECTIVE CONSTRUCTION:

- **Degraded building components;**
- **Deficient structural or physical integrity;**
- **Loss of use:**
 - **Total; partial (deficient performance integrity);**
- **Happens during construction, and after construction completion;**

DEFECTIVE CONSTRUCTION AS APPLIED TO CGL COVERAGE:

- **How do literally tens of thousands of fact patterns apply to relatively standard insurance policy language in light of applicable State law to provide certainty of coverage for the construction industry?**
 - **Can there be such certainty?**

DEFECTIVE CONSTRUCTION AS APPLIED TO CGL COVERAGE:

- **How to at least provide “more” certainty:**
 - **Recognize the “Business Risk” Doctrine as an independent coverage determiner no longer exists; but,**
 - **Urge Courts to utilize “Business Risk” principles as the principal method to resolve perceived ambiguities in policy language.**

BACKGROUND:

- **Purposes of CGL Coverage:**
 - **Protect from fortuitous losses (beyond the control of the policyholder);**
 - **Protect the policyholder from liability from “tort damages but not for economic loss resulting from contractual liability.”**
 - **To Spread and Thereby Cancel “Risk.”**

BACKGROUND:

- **CGL Coverage Interplay with Business Protection Found in Construction Industry Surety/Performance Bonds:**
 - **Bonds guaranty performance of principal's obligations such that the Bond protects others from the policyholder's deficient work quality or performance.**

BACKGROUND:

- **Admittedly, CGL Policies and Surety / Performance Bonds “Insure” Different Entities:**
 - **Each serve a similar but not identical purpose: mitigate risks associated with the construction project;**
 - **What risks deserve mitigation by CGL coverage?**

“BUSINESS” v. FORTUITY:

- Contractor delivers completed “product” or “services” (whether new, remodel, repair) as part of its business;
- Contractor faces myriad of contingencies associated with delivering the “product” or “services” that are risks existing beyond its business abilities;

FORTUITY RISK:

- **The central concept of insurance is violated when an insured is allowed through intentional or reckless acts to control the risks covered by the policy.**
- **“Moral Hazard:”**
 - **the tendency of insurance protection to alter an individual's motive to prevent loss.**

FORTUITY RISK:

- The risk the insured's work or product will cause bodily injury or damage to property for which CGL coverage is intended.
 - *Bor-Son Bldg. Corp. v. Employers Commercial Union Ins. Co.*, 323 N.W.2d 58, 63-64 (Minn. 1982).

“BUSINESS” v. FORTUITY:

- “[T]he policy in question does not cover the accident of faulty workmanship but rather faulty workmanship which causes an accident.”
 - *Weedo v. Stone-E-Brick, Inc.*, 81 N.J. 233, 249, 405 A. 2d 788, 796 (1979).

“BUSINESS” v. FORTUITY:

- **The Surety-Performance Bond/CGL Coverage Dichotomy:**
 - *Lexicon, Inc. v. ACE American Ins. Co.*, 634 F.3d 423, 426 n. 3 (8th Cir. 2010) (While a performance bond and a CGL policy may have similarities and may overlap in some events, they are different products with different language and are not the same by origin, purpose, pricing, or application).

“BUSINESS” v. FORTUITY:

- [T]he reality is that construction defect claims are ordinarily extremely complex and typically do not fit into such tidy ‘either/or’ categories.
 - Randy J. Maniloff, *Construction Defect Litigation and the Mysterious Insurance Crisis*, MEALEY'S LITIGATION REPORT: Insurance, Vol. 16, # 20 (March 26, 2002).

“BUSINESS” v. FORTUITY:

- **Is there a legal analysis that recognizes the legitimacy of each of these risks and how they impact CGL coverage for the construction industry?**
 - **“Should” there be?**

THE BUSINESS OF FORTUITY AND THE FORTUITY OF BUSINESS:

- Consistent application of policy language that recognizes Business Risk principles on which policy language is based will eliminate many uncertainties faced by the construction industry in determining whether or to what extent the construction entity may or may not have coverage.

COVERAGE AS A MATTER OF CONTRACT:

- “The courts that find coverage for property damage caused by defective construction find it in the express language of the CGL policy. The courts that refuse to find coverage do so by ignoring the express language of the policy.”
 - O'Connor, *What Every Court Should Know About Insurance Coverage for Defective Construction*, 5 *Journal of the ACCL*, No. 1 (Winter 2011).

COVERAGE AS A MATTER OF CONTRACT:

- “In case you haven't noticed, there is a war going on in the construction industry. Contractors' insurers are financing a national war against property damage coverage-coverage that their underwriters have been promising (and providing in their insurance products) since 1973.”
 - O'Connor, *What Every Construction Lawyer Should Know About CGL Coverage for Defective Construction*, 21 Constr. Law. 15 (2001).

“STANDARD” CGL POLICY LANGUAGE:

- **“Comprehensive” forms generated by the Mutual Insurance Rating Bureau and the National Bureau of Casualty Underwriters underwriting and policy drafting committees.**
 - 1941, 1955, 1966, 1973;
 - 1976 Broad Form Endorsement;
- **ISO forms:**
 - 1985, 1988, 1993, 1998, 2001, 2004, 2007, 2009, 2013;

1955 CGL POLICY LANGUAGE: PROPERTY DAMAGE LIABILITY

- To pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of injury to or destruction of property, including the loss of use thereof, *caused by accident.*”

1955 CGL POLICY LANGUAGE: PROPERTY DAMAGE EXCLUSIONS

- This insurance does not apply . . . to injury or destruction of . . . any goods, *products* or containers thereof manufactured, sold, handled or distributed or premises alienated by the named insured, or *work completed* by or for the named insured, *out of which the accident arises*;

1966/1973 CGL POLICY LANGUAGE: PROPERTY DAMAGE LIABILITY

- The Company will pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages because of . . . *property damage* to which this insurance applies, *caused by an occurrence*

1966/1973 CGL POLICY LANGUAGE: OCCURRENCE DEFINITION

- “*Occurrence*” means an accident, including (*injurious*) (*continuous or repeated*) exposure to conditions, which results(, *during the policy period,*) in . . . property damage neither expected nor intended from the standpoint of the insured;

1966/1973 CGL POLICY LANGUAGE: PROPERTY DAMAGE DEFINITION

- ***“Property damage”* means:**
 - 1966: “injury to or destruction of tangible property;”
 - 1973: (1) physical injury to or destruction of tangible property which occurs during the policy period, including the loss of use thereof at any time resulting therefrom, or (2) loss of use of tangible property which has not been physically injured or destroyed provided such loss of use is caused by an occurrence during the policy period.

1966/1973 CGL POLICY/1976 BFPD LANGUAGE EXCLUSIONS:

- This insurance does not apply . . .
 - to property damage to the *named insured's products* arising out of such products or any part of such products;
 - to property damage to *work performed* by or on behalf of the named insured arising out of the work or any portion thereof, *or out of materials*, parts, or equipment furnished in connection therewith;

1985 CGL POLICY LANGUAGE: PROPERTY DAMAGE EXCLUSIONS

- This insurance does not apply . . .
 - k. “Property damage” to “*your product*” [other than real property] arising out of it or any part of it.
 - l. “Property damage” to “*your work*” arising out of it or any part of it and included in the “products-completed operations hazard.”

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

1985 CGL POLICY LANGUAGE: PROPERTY DAMAGE EXCLUSIONS

- “[T]he insurance and policyholder communities agreed that the CGL policy should provide coverage for defective construction claims so long as the allegedly defective work had been performed by a subcontractor rather than the policyholder itself. This resulted both because of the demands of the policyholder community (which wanted this sort of coverage) and the view of insurers that the CGL was a more attractive product that could be better sold if it contained this coverage.”
 - Christopher C. French, *Construction Defects: Are They “Occurrences”?*, 47 *Gonz. L. Rev.* 1, 8–9 (2011) (citing Jeffery W. Stempel, *Stempel on Insurance Contracts* § 14.13d at 14–224.8 (3d ed. supp.2007)).

1985 CGL POLICY LANGUAGE: PROPERTY DAMAGE EXCLUSIONS

- The unbundling of the construction project into component parts becomes a basis on which to argue the existence of coverage in defective construction situations that was not permitted in an application of pre-1985 coverage forms;
 - *Knutson Constr. Co. v. St. Paul Fire & Marine Ins. Co.*, 396 N.W.2d 229, 236–37 (Minn. 1986) (“The completed product is to be viewed as a whole, not as a grouping of component parts.”);

BUSINESS RISK DOCTRINE:

- The risk intended to be insured is the possibility that the goods, products or work of the insured, once relinquished or completed, will cause bodily injury or damage to property other than to the product or completed work itself, and for which the insured may be found liable.
 - Henderson, *Insurance Protection for Products Liability and Completed Operations-What Every Lawyer Should Know*, 50 Neb. L. Rev. 415, 441 (1971).

BUSINESS RISK DOCTRINE:

- The risk the insured “may be liable as a matter of contract law to make good on products or work which is defective or otherwise unsuitable because it is lacking in some capacity.”
 - Henderson, *Insurance Protection for Products Liability and Completed Operations-What Every Lawyer Should Know*, 50 Neb. L. Rev. 415, 441 (1971).

BUSINESS RISK DOCTRINE:

- “[T]he policy in question does not cover the accident of faulty workmanship but rather faulty workmanship which causes an accident.”
 - *Weedo v. Stone-E-Brick, Inc.*, 81 N.J. 233, 249, 405 A. 2d 788, 796 (1979).

IS DEFECTIVE CONSTRUCTION AN “OCCURRENCE:”

- “Accident, as a source and cause of damage to property, within the terms of an accident policy, is an unexpected, unforeseen, or undesigned *happening or consequence* from either a known or an unknown cause.”
 - *Hauenstein v. St. Paul Mercury Indemn. Co.*, 242 Minn. 354, 359, 65 N.W.2d 122, 126 (1954).

IS DEFECTIVE CONSTRUCTION AN “OCCURRENCE:”

- “Although expressed as an unforeseen happening or consequence in *Hauenstein*, without changing the meaning, the definition of accident could just as easily have been stated as ‘an unforeseen happening or *a happening that results in unforeseen consequences.*’”
 - *American Fam. Ins. Co. v. Walser*, 628 N.W.2d 605, 612, n. 2 (Minn. 2001) (emphasis added).

IS DEFECTIVE CONSTRUCTION AN “OCCURRENCE:”

- “We have, however, defined ‘accident’ for purposes of a CGL policy as ‘happening by chance, unexpectedly taking place, not according to the usual course of things.’”
 - *K & L Homes, Inc. v. American Family Mut. Ins. Co.*, 2013 ND 57, 829 N.W.2d 724;

IS DEFECTIVE CONSTRUCTION AN “OCCURRENCE:”

- *Johnson v. AID Ins. Co. of Des Moines, Iowa*, 287 N.W.2d 663 (Minn. 1980):
 - Homebuilder/General Contractor;
 - ‘numerous and flagrant deficiencies:’
 - ‘major structural defects,’ ‘major departures from the design requirements,’ and ‘poor quality’ of workmanship;
 - Despite numerous complaints, Insured neglected to complete the construction or to correct defects;

IS DEFECTIVE CONSTRUCTION AN “OCCURRENCE:”

- *Johnson v. AID Ins. Co. of Des Moines, Iowa*, 287 N.W.2d 663 (Minn. 1980):
 - damages for conscious faulty workmanship, not for damages resulting from miscalculations or negligence;
 - “improper performance of his construction contract;”
 - “an operation that was never completed;”
 - stated on personal knowledge that the allegations of the complaint “are true. . . .”

IS DEFECTIVE CONSTRUCTION AN “OCCURRENCE:”

- *Ohio Cas. Ins. Co. v. Terrace Enterprises, Inc.*,
260 N.W.2d 450 (Minn. 1977):
 - General contractor performing footings and foundation work;
 - Failed to implement engineer-recommended protections of soil and concrete;
 - Building settled, causing unstated damage;
 - Subcontractor work damaged;

IS DEFECTIVE CONSTRUCTION AN “OCCURRENCE:”

- *Ohio Cas. Ins. Co. v. Terrace Enterprises, Inc.*,
260 N.W.2d 450 (Minn. 1977):
 - Some precautions had been taken;
 - “A contractor's mistake or carelessness is covered; but an insured will not be allowed through intentional or reckless acts to consciously control the risks covered by the policy;”
 - an “occurrence” may exist if the insured did not engage in conscious wrongdoing;

IS DEFECTIVE CONSTRUCTION AN “OCCURRENCE:”

- What’s the “accident” (unexpected, unforeseen, or undesignated happening, or happening that results in unforeseen consequences) viewed through the “Business Risk” prism?
 - the rendering of construction services or installation of construction materials?
 - construction defects/manifestation of defective materials?
 - the post-construction events (water intrusion) causing the building components to deteriorate/degrade?

IS DEFECTIVE CONSTRUCTION “PROPERTY DAMAGE:”

- **How Are These Cases Reconciled?**
 - *Johnson*:
No “Physical Injury to Tangible Property;”
 - *Terrace Enterprises*:
“Physical Injury to Tangible Property.”
 - *Firemen's Ins. Co. of Newark v. National Union Fire Ins. Co.*, 387 N.J. Super. 434, 904 A.2d 754 (App. Div. 2006): Recognizes these distinctions;

IS DEFECTIVE CONSTRUCTION “PROPERTY DAMAGE:”

- “Defective construction” not involving “physical injury to tangible property;”
- “Defective construction” resulting in “physical injury to tangible property;”
 - Is cosmetic impact “physical injury to tangible property;”
- “Defective construction” resulting in “loss of use;”

DEFECTIVE CONSTRUCTION CAUSING “COSMETIC” DAMAGE:”

- *Westfield Ins. Co. v. Wensmann, Inc.*, 840 N.W.2d 438 (Minn. App. 2013) (cracks reflected more than cosmetic, non-‘property damage’ issues);

DEFECTIVE CONSTRUCTION CAUSING “COSMETIC” DAMAGE:

- *Farm Bureau Mut. Ins. Co. v. Earthsoils, Inc.*, 812 N.W.2d 873, 876 (Minn. App. 2012):
 - “[A] physical injury is damage or harm to the physical condition of a thing. See [*American Heritage Dictionary* (4th ed.2006)] at 902 (injury), 1325 (physical). Physical injury to tangible property, therefore, involves damage to the physical condition of a palpable item of property.”

DEFECTIVE CONSTRUCTION **CAUSING “COSMETIC” DAMAGE:**

- **AAIS development of a “Cosmetic Damage Exclusion” for First Party Property Policies:**
 - **Intended to exclude coverage for exterior surfacing of walls, roofs and/or doors and windows, if wind and hail damage to such services merely affects their appearance, but does not impair their ability to keep out whether elements.**

DEFECTIVE CONSTRUCTION TRIGGERING COVERAGE

- *American Fam. Mut. Ins. Co. v. American Girl, Inc.*, 2004 WI 2, 268 Wis.2d 16, 673 N.W.2d 65 (policies triggered in years subsequent to initial damage manifestation);

BUSINESS RISK DOCTRINE:

- **Has *Weedo* left the building?**
 - Was *Weedo* ever “in the building” when it comes to the Insuring agreement?
 - *Firemen's Ins. Co. of Newark v. National Union Fire Ins. Co.*, 387 N.J. Super. 434, 904 A.2d 754 (App. Div. 2006);

BUSINESS RISK DOCTRINE:

- **Has *Weedo* left the building?**
 - *Cypress Point Condo. Ass'n, Inc. v. Adira Towers, L.L.C.*, 441 N.J. Super. 369 (App. Div. 2015);
 - *Belmont Condo. Ass'n, Inc. v. Arrowpoint Capital Corp.*, 2015 WL 4416582 (N.J. App. Div. 2015).

DEFECTIVE CONSTRUCTION:

- *Cypress Point Condo. Ass'n, Inc. v. Adira Towers, L.L.C.*, 441 N.J. Super. at 373:
 - “We hold that the unintended and unexpected *consequential damages* caused by the subcontractors' defective work constitute “property damage” and an “occurrence” under the policy.
 - “Consequential damages,” or damage (physical injury)?
 - *Compare: Federated Mut. Ins. Co. v. Concrete Units*, 363 N.W.2d 751 (Minn. 1985) (certain economic losses may constitute “damages because of property damage”).

DEFECTIVE CONSTRUCTION:

- *Cypress Point Condo. Ass'n, Inc. v. Adira Towers, L.L.C.*, 441 N.J. Super. at 377:
 - “[W]e cannot reasonably believe, that the subcontractors either expected or intended for their faulty workmanship to cause ‘physical injury to tangible property.’”
 - *Compare: Johnson v. AID Ins. Co. of Des Moines, Iowa*, 287 N.W.2d 663 (Minn. 1980) (flagrant deficiencies of workmanship do not constitute an “occurrence”);

DEFECTIVE CONSTRUCTION:

- *Cypress Point Condo. Ass'n, Inc. v. Adira Towers, L.L.C.*, 441 N.J. Super. 379 (App. Div. 2015):
 - Because of the Subcontractor Work Exception to the “Damage to Your Work” Exclusion, “we conclude that for insurance risk purposes, consequential damages caused by a subcontractor's faulty workmanship are considered differently than property damage caused by a general contractor's work.”
 - The General Contractor’s “Reasonable Expectation;”

DEFECTIVE CONSTRUCTION:

- *Cypress Point Condo. Ass'n, Inc. v. Adira Towers, L.L.C.*, 441 N.J. Super. 369 (App. Div. 2015):
 - *Compare: Mantz Automation, Inc. v. Navigators Ins. Co.*, 2010 WI App 84, 787 N.W.2d 60 (Unpublished) (“Your Work” Subcontractor exception does not define Insuring Agreement “occurrence” analysis in three-step process to determine if general contractor’s coverage applies to rework of “damaged” defective concrete floor installed by a subcontractor).

EFFECTIVE CONSTRUCTION:

- *Cypress Point Condo. Ass'n, Inc. v. Adira Towers, L.L.C.*, 441 N.J. Super. 369 (App. Div. 2015):
 - Left intact Business Risk principle that defective construction merely requiring rework is not “property damage” and likely not an “occurrence;”
 - *Firemen's Ins. Co. of Newark v. National Union Fire Ins. Co.*, 387 N.J. Super. 434, 904 A.2d 754 (App. Div. 2006);

EFFECTIVE CONSTRUCTION:

- **What if the defective construction *is or becomes* physically injured?**

ARE DEFECTIVE BUILDING MATERIALS “PROPERTY DAMAGE”

- Incorporation of defective materials into project resulting in diminution of value or economic loss is not “physical injury to tangible property” regardless of installer identity:
 - *Travelers Ins. Co. v. Eljer Mf’g., Inc.*, 757 N.E.2d 481 (Ill. 2001);
 - *Fireman’s Fund Ins. Co. v. Hartford Fire Ins. Co.*, 73 F.3d 811 (8th Cir. 1996).

EFFECTIVE CONSTRUCTION?

- *K & L Homes, Inc. v. American Family Mut. Ins. Co.*, 2013 ND 57, 829 N.W.2d 724 (rejecting analysis that only damage to property other than the defective construction can be an “occurrence,” overruling *ACUITY v. Burd & Smith Constr.*, 2006 ND 187, 721 N.W.2d 33, relying in part on *United States Fire Ins. v. J.S.U.B., Inc.*, 979 So.2d 871 (Fla.2007));

EFFECTIVE CONSTRUCTION?

- *L–J, Inc. v. Bituminous Fire & Marine Ins. Co.*, 366 S.C. 117, 621 S.E.2d 33 (2005) (deteriorated work performed by subcontractors (roadway) was not caused by an “occurrence”); but see
- *Crossmann Communities of North Carolina, Inc. v. Harleysville Mut. Ins. Co.*, 395 S.C. 40, 717 S.E.2d 589 (2011) (“We believe a more complete understanding of the coverage issue in this kind of progressive property damage case should involve the policy term ‘property damage.’”);

DEFECTIVE CONSTRUCTION APPLIED TO EXCLUSIONS:

- **This insurance does not apply to:**
- **k: Damage To Your Product**
“Property damage” to “your product”
[defined as other than real property] arising
out of it or any part of it;
- **The “defective building material component”
example;**

INCONSISTENT OUTCOMES **WITHOUT BUSINESS RISK PRISM:**

- **Defective building material incorporated into a structure:**
 - **Defective building materials later degrade;**
 - **General Contractor Buys and Installs;**
 - **Subcontractor Buys and Installs;**
 - **General Contractor Buys and Subcontractor Installs;**

DEFECTIVE CONSTRUCTION **APPLIED TO EXCLUSIONS:**

- **This insurance does not apply to:**
- **I: Damage To Your Work**
“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

DEFECTIVE CONSTRUCTION APPLIED TO EXCLUSIONS:

- **This insurance does not apply to:**
- **m: Damage To Impaired Property Or Property Not Physically Injured**
 - “Property damage” to “impaired property” or property that has not been physically injured, arising out of:
 - (1) A defect, deficiency, inadequacy or dangerous condition in “your product” or “your work”; or
 - (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its

DEFECTIVE CONSTRUCTION **APPLIED TO EXCLUSIONS:**

- **This insurance does not apply to:**
- **n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) “Your product”;
- (2) “Your work”; or
- (3) “Impaired property”;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

DEFECTIVE CONSTRUCTION APPLIED TO EXCLUSIONS:

- This insurance does not apply to “property damage” to:
- 2j(5): *That particular part of real property* on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the “property damage” arises out of those operations;

DEFECTIVE CONSTRUCTION APPLIED TO EXCLUSIONS:

- This insurance does not apply to “property damage” to:
- 2j(6): *That particular part of any property that must be restored, repaired or replaced because “your work” was incorrectly performed on it;*
 - does not apply to “property damage” included in the “products-completed operations hazard”.

DEFECTIVE CONSTRUCTION ACCESS COSTS:

- “Rip-Tear”/“Get to” Damage to Access Defective Construction:
 - *Tweet-Garot-August Winter, LLC v. Liberty Mut. Fire Ins. Co.*, 2007 WL 445988 (E.D. Wis. 2007): (coverage precluded for preventative actions and anticipated losses such that repair or replacement of yet-to-fail valves to eliminate the risk of additional failures is excluded, as well as costs incurred to access the valves for replacement).

BUSINESS RISK PRISM APPLIED TO CGL CONTRACT LANGUAGE:

- *Thommes v. Milwaukee Ins. Co.*, 641 N.W.2d 877, 882 (Minn. 2002):
 - “If parties to an insurance contract demonstrate their intent, using clear and unambiguous language, to exclude the risk of damage to the real property of third parties, then there is no need to look to business risk principles to ascertain whether the policy was intended to cover such risks.”

BUSINESS RISK PRISM APPLIED TO **CGL CONTRACT LANGUAGE:**

- *Thommes v. Milwaukee Ins. Co.*, 641 N.W.2d 877, 882 (Minn. 2002):
 - “In the absence of clear and unambiguous language demonstrating the parties’ intent to exclude the risk of liability to third parties, application of business risk principles to determine the scope of coverage provided by the commercial general liability (CGL) policy is appropriate.”

INCONSISTENT OUTCOMES?

- **Defectively Constructed House Exterior Brick Façade Requiring Replacement:**
 - **Out of Plumb (loss of use);**
 - **Deteriorating Mortar (physical injury);**
 - **General Contractor: House is Not “Impaired Property;”**
 - **Subcontractor Mason: Non-Brick Parts of House is “Impaired Property;”**

DEFECTIVE CONSTRUCTION BUSINESS RISK PRISM

- **Trigger implications;**
- **Number of occurrences implications;**
- **Additional Insured Issues.**

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