11th Circuit: 'Completed Work' Exclusion Does Not Bar Claims for Work Under Maintenance Contract



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The 11th Circuit ruled in *Liberty Surplus Ins. Corp. v. Norfolk Southern Railway Co.* that the unambiguous language of Liberty's "Completed Work" exclusion did not bar coverage for injuries sustained by a motorist injured at a railroad crossing who later sued Norfolk Southern, reports Hunton Williams.

"Before the Court is, once again, the classic case of the insurer requesting relief from the consequences of the inartfully drafted, yet plain, terms of its insurance policy," the opinion reads.

Andrew A. Stulce writes in the firm's **Insurance Recovery Blog** that the decision makes some important points:

> First, courts continue to construe exclusionary provisions narrowly and against the insurer, even where the provision utilizes plain and unambiguous wording. Second, in the context of contracts and agreements to supply services, work or operations over time, exclusions designed to bar coverage for completed work or operations must be explicit as to when the services, work or operations are deemed to be "complete."

Read the article.

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