

Unsigned Contract = No Proper Insurance Coverage

Commonsense Construction Law reports on a case in which an unsigned contract meant that the contractual liability exclusion in the subcontractor's insurance policy would control, since there was no obligation "assumed in a contract or agreement . . . [where the claim] occurs subsequent to the execution of the contract or agreement."

Stan Martin wrote the article.

"And this was not just a matter of having an agreed contract form which the parties never got around to signing," he explains. "The subcontract at issue stated that it 'is not valid without the Subcontractor General Conditions Version 2012-003 signed and agreed to by all parties.' There was no dispute that the parties had not signed the general conditions."

Read the article.

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