

# Understanding Exclusions: The Fine Print That Could Make or Break a Case

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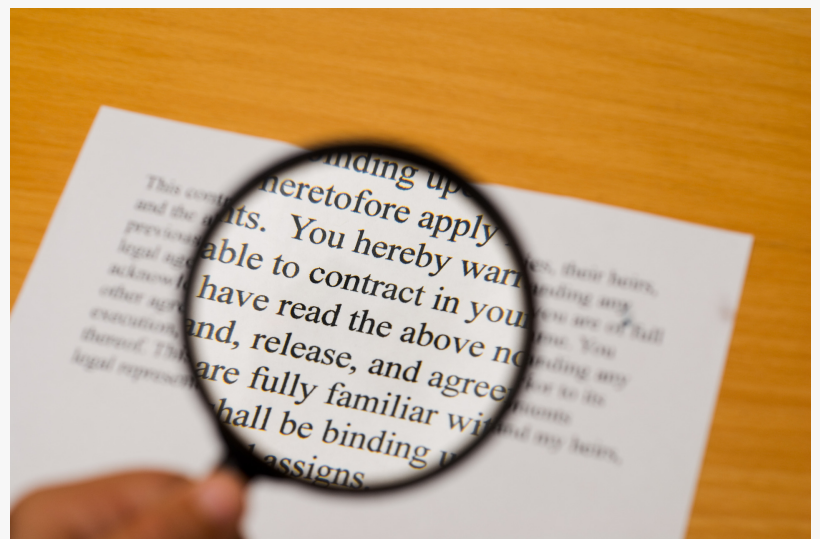
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Insurance policies are contracts that insure loss or damage against a myriad of risks — from the mundane to the catastrophic. However, the true test of an insurance policy's strength often lies not in what it includes, but what it excludes. [Milling Benson Woodward LLP](#), a Mandeville, Louisiana firm with decades of experience in insurance coverage and defense litigation, seeks to demystify common policy exclusions that frequently become the crux of insurance defense litigation.

[Shannon Eldridge](#), a lawyer with nearly thirty-years' experience in insurance coverage matters practices with Milling Benson Woodward LLP. She

emphasizes the significance of understanding policy exclusions. "Exclusions define the edges of an insurance policy's coverage. They are not just fine print, but pivotal clauses that can determine the outcome of a claim," says Eldridge. "Our goal is to illuminate these clauses to ensure policyholders and practitioners alike are fully informed and prepared before a loss occurs."



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1. Act of God Exclusions: damages or losses caused by natural disasters, or 'Acts of God', such as hurricanes, floods, and earthquakes, may be excluded from certain insurance policies. In a state like Louisiana, where natural calamities are not uncommon, the absence of specific coverage for these events can lead to significant uninsured losses. Insureds should read their policy not only to be sure that coverage is extended for all types of loss due to weather events and natural causes, but also to familiarize themselves with what type of loss is excluded.

2. Intentional Act Exclusions Insurance is designed to cover accidents, not intentional or criminal acts. If an insured intentionally causes harm or damage, the policy will not cover the act. These



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*Shannon Eldridge*

exclusions reinforce the principle that insurance should not reward wrongful intent. It is important to read the exclusion in your policy because the courts interpret different wording to exclude coverage differently.

3. Wear and Tear Exclusions Over time, property degrades. Normal wear and tear or deterioration is not covered by insurance policies because it can be prevented with proper maintenance. This exclusion often leads to disputes about whether damage was sudden or gradual.

4. War and Nuclear Hazard Exclusions Few standard insurance policies will cover damages from war-related events or nuclear hazards. These large-scale exclusions are in place because such catastrophes are beyond the scope of insurable risks for individual insurers.

5. Employer's Liability Exclusions Injuries to employees are typically covered by workers' compensation rather than general liability policies. This exclusion is designed to clearly separate workers' compensation claims from general liability issues.

6. Professional Services Exclusions Professional liability risks, like malpractice, are not covered under standard general liability policies. Instead, they require specialized professional liability insurance.

7. Pollution Exclusions Claims related to pollution and environmental damage are usually excluded from general policies. Specific environmental insurance is needed to address these types of risks.

8. Cyber Event Exclusions With the rise of digital threats, losses from cyber events are often excluded from traditional policies. Cyber insurance has emerged as a distinct product to address this modern risk.

These exclusions underscore the complexities of policy language and the importance of policyholders understanding their insurance contracts. "It's vital for policyholders to engage with their policies and work with professionals to understand the nuances of their coverage," Eldridge advises. "In our experience, a significant portion of litigation arises from misunderstandings or overlooked exclusions."

Milling Benson Woodward LLP suggests that policyholders:

Review: Regularly review their policies with a knowledgeable attorney or insurance professional to understand the exclusions and limitations of their coverage.

Update: Keep their policies updated in line with changing circumstances, such as new property

acquisitions or business activities that may require additional coverage.

Consult: Seek legal advice when faced with a claim or potential claim to ensure that their rights are protected and to navigate any complexities in the policy language.

The firm also stresses the importance of detailed record-keeping and proactive risk management to mitigate the chances of a dispute. Adequate documentation and clear communication can often preempt litigation or provide a solid foundation for defense if a claim goes to court.

Morgan Thomas

Rhino Digital, LLC

+ +1 504-875-5036

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