

# TRIGGER OF COVERAGE CHART

Updated May 2009

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
Alabama	<p><i>Commercial Union Ins. Co. v. Sepco Corp.</i>, 765 F.2d 1543 (11<sup>th</sup> Cir. 1985). Injurious exposure theory was properly applied in litigation arising out of asbestos-caused injuries to require all insurers that provided coverage to asbestos insulation manufacturer during periods of the personal injury plaintiffs' exposure to asbestos hazards to participate in defense and settlement on prorated basis, though illnesses may not have become manifest during policy periods; equating exposure to asbestos with "bodily injury" caused by inhalation of the asbestos was the superior interpretation of the general liability policy provisions.</p>			<p><i>United States Fidelity &amp; Guar. Co. v. Warwick</i>, 446 So.2d 1021 (Ala. 1984). Comprehensive general liability policy provided no coverage for alleged faulty workmanship and non-complying materials in construction of residence, as there was no "occurrence" within definition of policy. Generally, time of "occurrence" of accident within meaning of indemnity policy is not time wrongful act was committed, but time complaining party was actually damaged.</p> <p>Affirmed in <i>Liberty Mut. Ins. Co. v. Wheel Wright Trucking Co., Inc.</i>, 851 So.2d 466 (Ala. 2002) this Court has stated that 'as a general rule the time of an "occurrence" of an accident within the meaning of an indemnity policy is not the time the wrongful act is committed but the time the complaining party was actually damaged'.</p>
Alaska			<p><i>Mapco Alaska Pipeline, Inc. v. Central Nat'l Ins. Co. of Omaha</i>, 795 F.Supp. 941 (D. Ala. 1991). Oil refinery sued insurers for coverage for environmental cleanup</p>	

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
			costs, which it was obligated to perform pursuant to consent order with state. Under Alaska law, coverage pursuant to liability policy for groundwater contamination at oil refinery site was triggered by exposure to contaminants, rather than by manifestation of damage.	
Arizona			<i>Associated Aviation Underwriters v. Wood</i> , 98 P.3d 572 (Az. 2004) the court interpreted "bodily injury" to include cellular damage caused by TCE exposure and, even after exposure ceased, the continuing injurious process initiated thereby. In other words, both exposure and exposure-in-residence occurring during the policy period will trigger insurance coverage. In addition, the policy clearly is also triggered if "disease" manifests itself during the policy period.	
Arkansas				
California	<i>Clemco Industries v. Commercial Union Insurance Co.</i> , 665 F.Supp. 816 (N.D.Cal. 1987). Exposure to silica particles, not manifestation of silicosis, was "occurrence" triggering coverage for "bodily injury" under comprehensive general liability policies; exposure theory of coverage was consistent with		<i>Armstrong World Indus., Inc. v. Aetna Cas. &amp; Sur. Co.</i> , 45 Cal.App.4 <sup>th</sup> 1, 52 Cal.Rptr.2d 690 (Ca.App. 1996) Continuous trigger of coverage theory would be applied to claims of continuous or progressively deteriorating damage or bodily injury from exposure to asbestos fibers, for purposes of determining coverage under standard	

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
	<p>pathogenesis of silicosis, provided only workable theory of liability in cases involving insidious diseases with long latency period such as silicosis and asbestosis, and was consistent with governing California law requiring broad construction of coverage clauses.</p>		<p>comprehensive general liability (CGL) insurance policies that covered asbestos-related personal injuries; injury actually occurred upon exposure to asbestos fibers and continued until death.</p> <p><i>Montrose Chemical Corp. v. Admiral Ins. Co.</i>, 10 Cal.4<sup>th</sup> 645, 42 Ca.Rptr.2d 324 (1995). The "continuous trigger" of coverage applies to environmental contamination cases. The continuous trigger test provides that while damage occurs continuously throughout a covered period it is covered under the policy even when it is not manifested during that period.</p>	
Colorado			<p><i>Public Service Co. of Colorado v. Wallis and Co.</i>, 986 P.2d 924 (Colo. 1999). Continuous trigger theory" is a legal fiction permitting the law to posit that many repeated small events occurring over a period of decades are actually only one ongoing occurrence; in cases where property damage is continuous and gradual and results from many events happening over a long period of time, it makes sense to adopt this legal fiction for the purposes of determining what insurance policies have been triggered.</p>	<p><i>Globe Indemnity Co. v. Travelers Indemnity Co. of Illinois</i>, 98 P.3d 971 (Colo. 2004) Insurer argued that it was not required to provide coverage for a landslide that damaged homeowners where homeowners did not assert property damage or seek compensation until after the policy period. Court granted summary judgment for insurer holding that even where property damage during a policy period can be shown to have occurred, there must be a claim made for it before an insurance policy is triggered. A policy that has not been triggered does not provide any coverage.</p>

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
			<p data-bbox="894 262 1149 716">American Employer's Ins. Co. v. Pinkard Const. Co., 806 P.2d 954 (Colo.App. 1990). Inasmuch as corrosion of roof installed by insured was a progressive and continuous condition and occurred during each of successive general liability policies, coverage was triggered under each such policy.</p> <p data-bbox="894 747 1149 1108"><i>Hoang v. Assur. Co. of Am.</i>, 149 P.3d 798, 802 (Colo. 2007) where property damage is gradual over some period of time, the trial court may make a reasonable estimate of the portion of the damage that is attributable to each year.</p>	<p data-bbox="1182 262 1437 800"><i>Leprino v. Nationwide Property &amp; Casualty Ins. Co.</i>, 89 P.3d 487 (2003) Insurer refused to provide a defense or indemnity to developers for claims by homeowners for damages from unstable soil conditions. The court held that the insurers were not required to provide a defense and indemnification because there was no occurrence under the policy since none of the homeowner's damages occurred during the applicable policy periods.</p>
Connecticut				<p data-bbox="1182 1113 1437 1892"><i>Aetna Cas. &amp; Sur. Co. v. Abbott Laboratories, Inc.</i>, 636 F.Supp. 546 (D.Conn. 1986). Under trigger-of-coverage provisions of comprehensive general liability policies issued to drug manufacturers and providing coverage against occurrences which resulted, during policy period, in bodily injury or property damage the insurers were required to pay all sums the pharmaceutical companies were liable for or were to become liable to pay as damages on account of injuries that occurred during the coverage period as result of exposure to a drug</p>

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
				DES, i.e. for injury in fact during policy period; however, no indemnification was required with respect to any injury that occurred before or after coverage.
Delaware			<p><i>New Castle County v. Continental Casualty Co.</i>, 728 F.Supp. 324 (D.Del. 1989) (continuous trigger analysis adopted in environmental property damage action).</p> <p><i>National Union Fire Ins. Co. v. Rhone-Poulenc Basic Chems. Co.</i>, No. 87-SE-11, 1992 WL 22690 (Del.Super.Ct. Jan. 16, 1992).</p>	
District of Columbia			<p><i>Keene Corp. v. Ins. Co. of North America</i>, 667 F.2d 1034, cert. denied, 455 U.S. 1007, 102 S.Ct. 1644 (1982). Injury is deemed a continuous process and all policies are triggered on the claim if they were in effect either during the exposure period, or at the time of manifestation, or at any time in between.</p>	
Florida		<p><i>Auto Owners Ins. Co. v. Travelers Casualty &amp; Surety Co.</i>, 227 F.Supp.2d 1248 (M.D.Fl. 2002) Coverage under comprehensive general liability policies issued to general contractor was triggered when the damage occurred, and if damage was continuously occurring, trigger was the time at which damage</p>	<p><i>Koikos v. Travelers Ins. Co.</i>, 849 So.2d 263 (Fla. 2003). The "continuous or repeated exposure" language in definition of "occurrence" in commercial general liability (CGL) insurance policy does not restrict the definition, but expands it by including ongoing and slowly developing injuries, such as those</p>	<p><i>Carey-Canada, Inc. v. California Union Ins. Co.</i>, 748 F.Supp. 8 (D.D.C. 1990). Because there is a genuine dispute as to whether fiber release and reentrainment occur continuously, we are unable to adopt the presumptive continuous trigger plaintiff seeks. A defendants' duty to defend is triggered if the allegations of an</p>

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
		manifested itself or was discovered.	in the field of toxic torts.	underlying complaint would permit proof that any of the following occurred while their policies were in effect: (1) installation of ACM in the building; (2) release of asbestos fibers into the air of the building; or (3) re-entrainment of settled releases of fibers into the air of the building. Similarly, defendants' duty to indemnify is triggered if plaintiff can establish that any of these events occurred while defendants' policies were in effect.
Georgia			<p><i>Arrow Exterminators v. Zurich American Ins. Co.</i>, 136 F.Supp.2d 1340 (N.D.Geo. 2001)</p> <p>Based on policy definition noting the court will not re-write an occurrence policy into a claims-made policy. Absent a specific provision in the insurance contract saying that an occurrence requires discovery or manifestation, the court must conclude that such a trigger does not apply. Furthermore, where a contract defines an occurrence as including continuous or repeated exposure, the court concludes that the appropriate trigger is a continuous one.</p>	<p><i>South Carolina Ins. Co. v. Coody</i>, 813 F.Supp. 1570 (M.D. Ga. 1993).</p> <p>Under Georgia law, environmental contamination occurs at moment that hazardous wastes are improperly released into environment and that improper release is both cause and injury that triggers insurance coverage.</p> <p>See also, <i>Owners Ins. Co. v. James</i>, 295 F.Supp.2d 1354 (N.D.Georgia 2003) noting issue is whether the alleged damage to the residence arose during the applicable policy period and that based on the plain language of the policies, the relevant question in determining coverage is <i>when the property damage occurred</i>, rather than when the event causing the damage occurred.</p>

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
				<p><i>Liberty Mut. Ins. Co. v. Wheel Wright Trucking Co., Inc.</i>, 851 So.2d 466 (Ala. 2002) interpreting Georgia law and noting that Georgia has authority that implies that an "occurrence" for purposes of policy coverage takes place when the insured suffers actual injury.</p>
Hawaii				<p><i>Sentinel Ins. Co., Ltd. v. First Ins. Co. of Hawaii, Ltd.</i>, 76 Hawaii 277, 875 P.2d 894 (1994). Under occurrence policy of insurance, event that triggers potential coverage is sustaining of actual damage by complaining party and not date of act or omission that caused the damage.</p>
Idaho	<p><i>Aetna Casualty &amp; Sr. Co. v. Pintlar</i>, 948 F.2d 1507 (9<sup>th</sup> Cir. 1991).</p>	<p><i>Idaho v. Bunker Hill Co.</i>, 647 F.Supp. 1064 (D.Idaho 1986).</p>		
Illinois	<p><i>Ins. Co. North America v. Forty-Eight Insulations</i>, 633 F.2d 1212, clarified, 657 F.2d 814, cert. denied 454 U.S. 1109, 102 S.Ct. 686 (1981). "Bodily injury" in the form of "tissue damage takes place shortly after initial inhalation of asbestos fibers."</p>	<p><i>Eagle-Picher Indus., Inc. v. Liberty Mutual Ins. Co.</i>, 682 F.2d 12 (1<sup>st</sup> Cir. 1982) (Applying Illinois Law). The Court adopted a pure manifestation rule in an asbestos bodily injury insurance coverage dispute. Manifestation is the time at which the disease is reasonably capable of medical diagnosis. The date an asbestos-related disease becomes diagnosable or manifests (and coverage is therefore triggered) is six years from prior to actual diagnosis unless the</p>	<p><i>Zurich Ins. Co. v. Raymark Indus., Inc.</i>, 514 N.E.2d 150 (Ill. 1987). "Injury" occurs when asbestos fibers are inhaled and retained in the lung, i.e., when the claimant is exposed to asbestos. "Disease" occurs when an asbestos-related disease has progressed to the point that it significantly impairs the lungs' function and thereby capable of clinical detection and diagnosis, but between those two points, after exposure to asbestos ceases and before an asbestos-related disease becomes diagnosable,</p>	

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
		insurer proves otherwise through medical evidence. The medical evidence must be clear and convincing to refute the six-year roll back period.	<p>there is no continuous injury.</p> <p><i>Chicago v. Bridge &amp; Iron Co.</i>, 59 Mass.App.Ct. 646 (2003) A lumber company's processing operation contaminated a number of sites across the country over a period of some 50 years and the resulting property damage could not be assigned to any particular moment in time. Applying a "continuous trigger" theory under Illinois law, the court held that since at least some of the property damage occurred at a time when the policies were in place, the insurers were required to indemnify the insured for all of its losses from the contamination, up to its policy limits.</p>	
Indiana			<p><i>Eli Lilly &amp; Co. v. Home Ins. Co.</i>, 482 N.E.2d 467 (Ind. 1985), <i>aff'd</i>, 794 F.2d 710 (D.C.Cir. 1986), <i>cert. denied</i>, 479 U.S. 1060, 107 S.Ct. 940 (1987). In DES exposure action, insurance coverage was triggered at any point between ingestion of DES and manifestation of related disease.</p>	
Iowa				
Kansas			<p><i>Atchison, Topeka &amp; Santa Fe Railway v. Stonewall Ins. Co.</i>, 275 Kan. 698 (2003) continuous trigger for noise-induced hearing loss injuries</p>	<p><i>Cessna Aircraft Co. v. Hartford Accident &amp; Indemnity Co.</i>, 900 F.Supp. 1489 (D.Kan. 1995). Court applied both injury-in-fact and exposure triggers. Court held that under</p>



State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
				<p>Kansas law, injury-in-fact or actual injury trigger, rather than manifestation trigger, governed when groundwater contamination became occurrence under comprehensive general liability (CGL) and liability insurance policies. The Court also reasoned that, exposure of groundwater to contaminants could be "event" within meaning of liability insurance policies covering property damage caused by occurrence during policy period and defined "occurrence" as happening or series of happenings due to event; thus, general coverage provisions would be triggered, if event gave rise to property damage.</p>
Kentucky				
Louisiana	<p><i>Ducree v. Executive Officers of Halter Marine, Inc.</i> 752 F.2d 976 (5<sup>th</sup> Cir. 1985) Under Louisiana law, time of employee's exposure to silica dust, and not time of manifestation of alleged injuries resulting from the exposure, determined coverage of employer liability for the injuries under bodily injury liability provision of employer's liability policy.</p> <p><i>Austen v. Abney</i></p>			

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
	<p><i>Mills, Inc.</i>, 824 So.2d 1137 (La. 2002) Employers claimed that the date of disability determined an employee's right to workers' compensation benefits and that, because the employee became disabled in 1998, when he was diagnosed and by which time mesothelioma was a covered occupational disease, he was precluded from all tort actions for injuries compensable under the workers' compensation law. The Supreme Court held that Louisiana has adopted the significant exposure theory articulated in <i>Cole v. Celotex</i> for fixing the date of accrual for a cause of action under La. Civ. Code Ann. art. 2315, in a long-latency occupational disease case.</p> <p><i>Cole v. Celotex Corp.</i>, 599 So.2d 1058 (La 1992). Adopting exposure rule for asbestos-related bodily injury.</p> <p><i>Porter v. American Optical Corp.</i>, 641 F.2d 1128 (5<sup>th</sup> Cir. 1981) (asbestos-related bodily injury).</p> <p><i>S. Silica of La., Inc. v. La. Ins. Guar. Ass'n</i>, 979 So.2d 460, 465 (La. 2008) appellate courts have consistently held that the substantial exposure test is the appropriate means of determining the date</p>			

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
	of accrual of a cause of action resulting from long term exposure.			
Maine		<i>Honeycomb Sys. V. Admiral Ins. Co.</i> , 567 F.Supp. 1400 (D.Me. 1983). General rule is that an occurrence under insurance policy happens when injurious effects of occurrence become "apparent," or "manifest themselves."		
Maryland		<p><i>Mraz v. Canadian Universal Ins. Co.</i>, 804 F.2d 1325 (4<sup>th</sup> Cir. 1986). "There are situations, however, in which the existence or scope of damage remains concealed or uncertain for a period of time even though damage is occurring. The leakage of hazardous wastes as in this case is a clear example. Determining exactly when damage begins can be difficult, if not impossible. In such cases we believe that the better rule is that the occurrence is deemed to take place when the injuries first manifest themselves."</p> <p><i>But See, Harford County v. Harford Mutual Ins. Co.</i>, 327 Md. 418, 610 A.2d 286 (1992). Manifestation is not the sole trigger. Coverage under policies may be triggered during the policy period at a time earlier than the discovery or manifestation of damage. Court emphasized that it was</p>	<p><i>Mayor and City Counsel of Baltimore v. Utica Mutual Ins. Co.</i>, 802 A.2d 1070 (Md. App. 2002) The injury-in-fact and continuous trigger theories are not mutually exclusive, but instead may in an appropriate circumstance be complimentary in the appropriate context. The appropriate trigger theory was a continuous trigger rule employing injury-in-fact as the initial triggering event, if the damage was continuing. The manifestation trigger was not a correct basis for granting summary judgment to insurers whose policies took effect after asbestos was discovered.</p> <p>See also, <i>Maryland Casualty Co. v. Philip Hanson et al.</i>, 169 Md.App. 484; 902 A.2d 152 (2006) concluding, the law in Maryland is that in lead cases proof of repeated exposure to lead, which, in turn, results in lead-based poisoning injuries that</p>	<p><i>Mayor and City Counsel of Baltimore v. Utica Mutual Ins. Co.</i>, 802 A.2d 1070 (Md. App. 2002) The injury-in-fact and continuous trigger theories are not mutually exclusive, but instead may in an appropriate circumstance be complimentary in the appropriate context. The appropriate trigger theory was a continuous trigger rule employing injury-in-fact as the initial triggering event, if the damage was continuing. The manifestation trigger was not a correct basis for granting summary judgment to insurers whose policies took effect after asbestos was discovered.</p> <p>See also, <i>Maryland Casualty Co. v. Philip Hanson et al.</i>, 169 Md.App. 484; 902 A.2d 152 (2006) concluding, the law in Maryland is that in lead cases proof of repeated exposure to lead, which, in turn, results in lead-based poisoning injuries that</p>

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
		<p>deciding no more than that the trigger of coverage should not be limited to the time of manifestation.</p>	<p>continue for several years with continuous exposure, the continuous injury or injury-in-fact trigger is applicable and thus triggers insurance coverage during all applicable policy periods</p>	<p>continue for several years with continuous exposure, the continuous injury or injury-in-fact trigger is applicable and thus triggers insurance coverage during all applicable policy periods</p>
Massachusetts	<p><i>United States Liability Ins. Co. v. Selman</i>, 70 F.3d 684 (1<sup>st</sup> Cir. 1995). Under evidence in liability insurance coverage dispute, each of child's subsequent exposures to and ingestion of lead paint could reasonably be seen as separate, injury-producing occurrence during currency of insurer's liability policy, even if child contracted lead poisoning prior to inception of policy.</p> <p><i>Tufts University v. Commercial Union</i> 415 Mass 844 (1993). The Supreme Court of Massachusetts determined that the insurance carriers had a duty to defend if the the allegations contained in the complaint was covered by the policy. Given the Judge found that the cleanup costs for contamination occurred during the policy period, plaintiffs claim was sustained.</p>	<p><i>Eagle-Picher Indus., Inc. v. Liberty Mutual Ins. Co.</i>, 829 F. 2d 227 (1<sup>st</sup> Cir. 1987). For determining triggering time for insurance coverage for asbestos-related diseases, insured manufacturer of products containing asbestos and insurer should presume that diagnosability occurred six years before actual diagnosis of asbestos-related disease, but insurer would be permitted to show, by clear and convincing medical evidence, that date of diagnosability in particular case fell outside insurer's policy period.</p> <p><i>Liberty Mutual Ins. Co. v. Commercial Union Ins. Co.</i>, 978 F.2d 750 (1<sup>st</sup> Cir. 1992).</p>		
Michigan	<p><i>Royal Globe Ins. Co. v. Great American Ins. Corp.</i>, 325 N.W.2d 556 (Mich.App., 1982). Question of fact existed concerning</p>	<p>In <i>Gelman Sciences v. Fidelity &amp; Cas. Co.</i>, 456 Mich. 305 (1998), the Supreme Court of Michigan departed from the holding of <i>Transamerica Insurance Co. v. Safeco Insurance</i></p>		

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
	applicability of exposure rule in case where there was no evidence that the injured party's cancer was caused by exposure to toxic substance or progressive in nature.	<i>Co.</i> , 472 N.W.2d 5 (Mich.Ct.App. 1991) and adopted an injury in fact analysis for a trigger of coverage. (Gelman, supra was subsequently overruled in part, for different reasons. See <i>Wilkie v. Auto-Owners Ins. Co.</i> , 469 Mich. 41 (2003)		
Minnesota				<i>In re Silicone Implant Ins. Coverage Litigation</i> , 667 N.W.2d 405 (Minn. 2003). Actual-injury rule, rather than continuous trigger rule, applied to determination of coverage, under high-level, excess, occurrence-based liability insurance policies, with respect to injuries caused by silicone gel breast implantation in patients. Coverage was not triggered continuously for all policies in effect at the time of implants, at the time of manifestation of systemic disease symptoms, and at all times between those events.
Mississippi			<i>W.R. Grace Co. v. Maryland Casualty Co.</i> , No. 89-5138 (Miss.Cir.Ct. 1991) (asbestos property damage).	See <i>American Guarantee &amp; Liability Ins. Co. v. 1906 Co.</i> , 273 F.3d 605 (5 <sup>th</sup> Cir. (Miss.) 2001) coverage triggered for invasion of privacy upon discovery of invasion – which is when tort liability attaches.
Missouri	<i>Continental Ins. Companies v. Northeastern Pharmaceutical &amp; Chemical</i> , 842 F.2d 977 (8 <sup>th</sup> Cir. 1988). Insurer brought suit against chemical			<i>Monsanto Co. v. C.E. Health Compensation &amp; Liab. Ins. Co.</i> , 652 A.2d 30 (Del.Supr. 1994).  <i>Independent Petrochemical Cor. V.</i>

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
	<p>producer and its former officers and directors, seeking declaration that insurer was under no duty to defend or to indemnify producer for liability arising out of environmental suits. Environmental contamination was "property damage" and exposure theory of coverage would provide for insurer's liability for damages caused by insured. This decision was altered by <i>Farmland Indus. v. Republic Ins. Co.</i>, 941 W.W.2d 505 (1997) where the court held that "damages" as defined by the policy included clean up costs required by statute.</p>			<p><i>Aetna Casualty &amp; Sur. Co.</i>, 654 F.Supp. 1334 (D.D.C. 1986), <i>aff'd in part and rev'd in part on other grounds</i>, 944 F.2d 940 (D.D. Cir. 1991).</p>
Montana				
Nebraska				
Nevada		<p><i>Jackson v. State Farm Fire and Cas. Co.</i>, 835 P.2d 786 (Nev. 1992). In first-party progressive property loss cases, the carrier whose policy was effective when progressive damage became manifest is liable.</p>		
New Hampshire	<p><i>Town of Peterborough v. Hartford Fire Ins. Co.</i>, 824 F.Supp. 1102 (D.N.H. 1993). Under New Hampshire law date of an "occurrence," for purposes of liability policy providing coverage for injury or damage "caused by an</p>	<p><i>New Hampshire Ball Bearings v. Aetna Cas.</i>, 848 F.Supp. 1082 (D.N.H. 1994), <i>rev'd on other grounds</i>, 43 F.3d 749 (1<sup>st</sup> Cir. 1995). Under New Hampshire law, date on which coverage was triggered under general liability policies for manufacturer's contamination of</p>		

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
	<p>occurrence" involving delayed manifestation of environmental contamination, is date of wrongful act that caused ultimate damage. <i>Superseded on other grounds</i>, N.H. Rev.Stat. Ann. 491:22-c.</p> <p><i>Energy North v. Century Indemnity</i> 2002 DNH 118; 2002 U.S. Dist. LEXIS 10986 (D.C. 2002) District Court concluded that a liability policy did not cover the risks caused by discrete hazardous waste discharged because the successor-in-interest had conducted operations in the similar fashion involving continuous gradual pollution on the same sites.</p>	<p>groundwater was when state began investigation; there was no evidence that manufacturer was aware of contamination prior to that time.</p>		
New Jersey			<p><i>Owens-Illinois, Inc. v. United Ins. Co.</i>, 650 A.D.2d 974 (N.J. 1994). Continuous-trigger theory applied in activating insurers' policy obligations in context of asbestos-related injury or damage, and fair method of allocation on multiple policies triggered under continuous-trigger theory was one that was related to both time on risk and degree of risk assumed, including periods of no insurance when no insurance was available.</p>	

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
			<p><i>Benjamin Moore &amp; Co. v. Aetna Cas. &amp; Sur. Co.</i>, 179 N.J. 87 (2004) (applying continuous trigger theory in lead paint litigation)</p> <p><i>Spaulding Composites Co. v. Aetna Cas. &amp; Sur. Co.</i>, 176 N.J. 25 (2003) progressive injury or damage resulting from environmental injury was to be treated as an occurrence within each of the years of a CGL policy</p>	
New Mexico				
New York				<p><i>Stonewall Ins. Co. v. Asbestos Claims Management Corp.</i>, 73 F.3d 1178 (2<sup>nd</sup> Cir. 1995), modified on other grounds, 85 F.3d 49 (2<sup>nd</sup> Cir. 1996). Under New York law, occurrence-based comprehensive general liability policy (CGL) could be triggered, with respect to asbestos-related bodily injury claims, throughout gradual disease process if injury could be shown to be occurring at each point in process.</p> <p><i>In re Liquidation of Midland Ins. Co.</i>, 2000 N.Y. Slip Op. 05417, 709 N.Y.S.2d 24 (1<sup>st</sup> Dept. 2000). Under definition of occurrence as event including continued or repeated exposure to conditions which results in injury, triggering event was occurrence which results in injury, not injury itself, such that, with respect to claims</p>



State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
				<p>for asbestosis and related diseases, only inhalation had to occur during coverage period, and not the injury itself (the actual onset of asbestosis).  Under definition of occurrence, coverage for asbestosis liability claims was triggered by exposure, whether first or continued, during policy period, but not by exposure "in residence," i.e. while asbestos fibers were dormant in lungs of particular individual.</p> <p><i>Maryland Cas. Co. v. W.R. Grace and Co.</i>, 23 F.3d 617 (2d Cir. 1993). Installation of asbestos in buildings was "occurrence," within meaning of comprehensive general liability policies, which gave rise to insurer's duty to defend and indemnify insured asbestos manufacturer against property damage claims of building owners.</p>
North Carolina	<p><i>Imperial Casualty and Indem. Co. v. Radiator Specialty Co.</i>, 862 F.Supp. 1437 (E.D.N.C. 1994); <i>amended</i> No. 93-209-CIV-5-D, 1994 U.S. Dist. LEXIS 20758 (E.D.N.C. Sept. 19, 1994). North Carolina would apply "exposure" theory of coverage for asbestos-type bodily injury</p>			<p><i>Gaston County Dyeing Mach. Co. v. Northfield Ins. Co.</i>, 351 N.C. 293, 524 S.E.2d 558 (N.C. 2000) the court held that where the date of the property damage was known and undisputed, the trigger date was the injury-in-fact and that based on policy interpretation, intervenor's policy was excess. Therefore, the court reversed the appellate court's decision.</p>
North Dakota				<i>Kief Farmers</i>

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
				<p><i>Cooperative Elevator Co. v. Farmland Mut. Ins. Co.</i>, 534 N.W.2d 28 (N.D. Sup. 1995).</p> <p>In <i>Grinnell Mut. Reinsurance v. Thies</i>, 755 N.W. 852 (2008), involved a third-party claim for bodily injury as a result from exposure to mold. The court held the policy language dictated that the occurrence happened when there was damage, not when the mold accumulated.</p>
Ohio	<p><i>Babcock &amp; Wilcox Co. v. Arkwright-Boston Mfg. Mut. Ins. Co.</i>, 53 F.3d 762 (6<sup>th</sup> Cir. 1995). Policy's definition of "occurrence" as "happening or series of happenings, arising out of or due to one event taking place during the term of this contract" required the event, rather than happening or series or happenings, to occur during policy term. "Event" was each worker's exposure to asbestos in boilers manufactured by insured, rather than insured's decision to use asbestos in boilers.</p>		<p><i>Owens-Illinois, Inc. v. Aetna Casualty &amp; Sur. Co.</i>, 597 F.Supp. 1515 (D.D.C. 1984) Excess indemnity insurer's duty to indemnify thermal insulation manufacturer was triggered if policy was in effect at any point in time between claimant's initial exposure to asbestos and manifestation of injury.</p>	
Oklahoma				<p><i>Harbour v. Mid-Continent Casualty Co.</i>, 752 P.2d 258 (Okla. Ct.App. 1987).</p>
Oregon			<p><i>St. Paul Fire &amp; Marine Ins. Co. v. McCormick &amp; Baxter Creosoting, Inc.</i>, 923 P.2d 1200 (Or. 1996). Trigger of coverage under comprehensive general</p>	

State	Exposure Rule	Manifestation Rule	Continuous	* Injury-In-Fact
			<p>liability (CGL) insurance policies providing coverage for occurrences or accidents was actual injury or accidents or occurrences taking place during policy period, not manifestation of injury or fixing of insured's liability. Trigger-of-coverage clauses provided coverage for accidents or occurrences during policy period or for property damage sustained during policy period, and policies did not make "occurrence" depend on fixing of financial responsibility or damages.</p>	
Pennsylvania		<p><i>Babcock &amp; Wilson Co. v. American Nuclear Insurers</i>, 51 Pa.D&amp;C 4<sup>th</sup> 353 (Pa.Comm.Ct. 2001) In occurrence policies, coverage is triggered when the injurious effects of the negligence first manifest themselves in such a way that would put a reasonable person on notice of the injury.</p>	<p><i>A.C. and S., Inc. v. Aetna Cas. And Sur. Co.</i>, 764 F.2d 968 (3d Cir. 1985). Under comprehensive general liability policies issued to installer which used asbestos, provision that insurer would pay on behalf of insured all sums which insured became legally obligated to pay as damages because of bodily injury or property damage to which insurance applied caused by occurrence, exposure, exposure in residence, defined as further progression of injury which occurs even after exposure has ended, and manifestation, all constituted "bodily injury."</p> <p><i>J.H. France</i></p>	

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
			<p><i>Refractories Co. v. Allstate Ins. Co.</i>, 534 Pa. 29, 626 A.2d 502 (1993). All stages of asbestosis disease process were bodily injury that triggered insurers' obligation to indemnify. Each insurer, which issued policy during disease process was liable for entire claim. Each insurer, which issued policy during development of asbestos-related disease was primary insurer.</p>	
Rhode Island		<p><i>CPC Int'l, Inc. v. Northbrook Excess &amp; Surplus Ins. Co.</i>, 668 A.2d 647 (R.I. 1996). In environmental damage claim, "occurrence" under general liability policy takes place and coverage is triggered when property damage, which includes property loss, manifests itself or is discovered or, in exercise of reasonable diligence, is discoverable.</p>	<p><i>Textron Inc. v. Aetna Cas. &amp; Sur. Co., et al.</i>, 754 A.2d 742 (2000) and <i>Textron Inc. v. Aetna Cas. &amp; Sur. Co. et al.</i>, 723 A.2d 1138 (R.I. 1999). The trigger of coverage under general liability insurance policy occurs when property damage (1) manifests itself; (2) is discovered; or (3) in the exercise of reasonable diligence is discoverable.</p>	
South Carolina			<p><i>Joe Harden Builders Inc. v. Aetna Casualty &amp; Sur. Co.</i>, 326 S.C. 231, 486 S.E.2d 89 (S.C. 1997). Liability coverage under standard occurrence policy for progressive property damage caused by defective construction is triggered at time of injury-in-fact and continuously thereafter to allow coverage under all policies in effect from time of injury-in-</p>	

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
			<p>fact during progressive damage.</p> <p>See also, <i>Century Indem. Co. v. Golden Hills Builders, Inc.</i>, 348 S.C. 559 (2002) South Carolina applies a modified continuous trigger theory for determining when insurance coverage is triggered under a standard occurrence policy. Under this theory, coverage is triggered whenever the damage can be shown in fact to have first occurred, even if it is before the damage became apparent, and the policy in effect at the time of the injury-in-fact covers all the ensuing damages</p>	
South Dakota				
Tennessee				
Texas				<p><i>One Beacon Ins. Co. v. Don's Bldg. Supply, Inc.</i>, 553 F.3d 901,902 (5<sup>th</sup> Cir. Tex. 2008) property damage occurred when actual physical damage to the property occurred.</p> <p><i>Byrne v. Trinity Universal Ins. Co.</i>, 2008 Tex.App. LEXIS 9041 (Tex. App. Dallas Dec. 4, 2008) property damage occurred when actual physical damage to the property occurred . . . the date that the physical damage is or could have been discovered is irrelevant.</p>
Utah				<p><i>Quaker State Minit-Lube, Inc. v. Fireman's Fund Ins. Co.</i>, 868 F.Supp. 1278 (D. Utah</p>

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
				1994). Under "exposure trigger" of coverage, liability under comprehensive general liability (CGL) policy is triggered at same time that property is exposed to hazardous substance.
Vermont	<i>American Protection Ins. Co. v. McMahan</i> , 151 Vt. 520, 562 A.2d 462 (1989).			
Virginia			<i>Morrow Corp. v. Harleysville Mut. Ins.</i> , 110 F.Supp.2d 441 (E.D.Va. 2000) the court found, under the policy, the term "manifest" was defined as what might have been discoverable through reasonable testing. Since the damage was discoverable while the policy was in effect, defendant was potentially liable, and, therefore, the duty to defend was triggered.	
Washington			<i>Gruol Constr. Co. v. Insurance Co. of N. Am.</i> , 11 Wash.App. 632, 524 P.2d 427, review denied, 84 Wash.2d 1014 (1974). Damage from dry rot resulting from defective backfilling during construction of apartment building, though continuing over period of time, constituted a single injury for which contractor's insurers, whose policies covered only portion of period, were jointly and severally liable.	
West Virginia				
Wisconsin	<i>Kremers-Urban Co. v. American</i>			

State	Exposure Rule	Manifestation Rule	Continuous	Injury-In-Fact
	<p><i>Employers Ins. Co.</i>,  119 Wisc.2d 722,  351 N.W.2d 156  (1984). Under  certain policies,  coverage was  provided only if  injury resulted during  policy period but that  under "occurrence"  language of other  policies coverage  was triggered when it  was alleged that  during those policy  periods the drug was  ingested by mothers  of the plaintiffs who  claimed damages or  when it was alleged  that manufacturer's  participation in  marketing activities  for which it could be  held liable in  damages on  enterprise theory  took place or  occurred during the  policy periods  regardless of whether  injury resulted during  such periods</p>			
Wyoming				