

STATE OF LOUISIANA

COURT OF APPEAL, FIRST CIRCUIT

JOHN AND TANYA GATLIN

NO. 2026 CW 0517

VERSUS

BELLA AQUA POOLS AND SPAS,
LLC AND PENN-AMERICA
INSURANCE COMPANY

SEPTEMBER 25, 2026

In Re: Penn-America Insurance Company, applying for supervisory writs, 32nd Judicial District Court, Parish of Terrebonne, No. 201876.

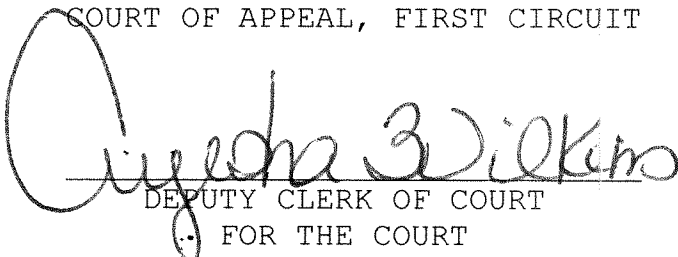
BEFORE: PENZATO, GREENE, AND FIELDS, JJ.

WRIT DENIED.

**HG
WEF**

Penzato, J., dissents and would grant the writ. Defendant, Penn-America Insurance Company, has asserted the applicability of the prior work exclusion in the policy issued to Bella Aqua Pools and Spas, LLC, which excludes coverage for work completed prior to the date of the policy. That endorsement, titled "Exclusion - Prior Work", provides that "if 'your work' was performed in part during the policy period of this policy and in part before the date shown in the Schedule above or the policy period of this policy, whichever is earlier, any 'occurrence' and resulting 'bodily injury' or 'property damage' claimed to result from 'your work' will be deemed to have resulted, in its entirety, solely from 'your work' prior to the policy period of this policy". There is no dispute herein that the work of Bella Aqua Pools and Spas, LLC at plaintiffs' property began on August 5, 2024, and the effective date of the policy was August 22, 2024. Accordingly, despite the fact that Bella Aqua Pools and Spas, LLC performed work after the effective date of the policy, pursuant to this exclusion, any resulting damage is deemed to have resulted, in its entirety, from work prior to the policy period, and is therefore, excluded. I would grant the motion for summary judgment and dismiss plaintiffs' claims against defendant, Penn-America Insurance Company.

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DEPUTY CLERK OF COURT
FOR THE COURT