

# Keep Proper Documentation

To demonstrate your compliance with the law, it is important to document all your interactions with the homeowner. A project file should be made and all communications recorded. Should a response or deadline be questioned, you can refer to the documentation. By submitting the required notice upon entering into a contract, adhering to the timeframe and keeping accurate documentation, you can help resolve disputes in a timely and efficient manner. Furthermore, you can protect yourself from being the subject of unnecessary and costly litigation.

## Contractor's Responsibilities

- Disclose to the homeowner that Right to Cure applies - have them sign an acknowledgement at the closing of the home
- Adhere to the timeframe (refer to inside)
- Notify your general liability insurance carrier
- Document all your communications



*resolving disputes*

Know your rights and responsibilities.

For assistance, please call Builders' Right to Cure Specialists at 800.883.9305, ext 4054.

Builders Insurance Group is a leading provider of workers' compensation and general liability products in the Southeast. Rated A (Excellent), VII by the A.M. Best Company, Builders is endorsed by the Home Builders Association of Georgia.



[www.bldrs.com](http://www.bldrs.com)

800.883.9305

P. O. Box 723099  
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Right to Cure legislation  
applies to Georgia law.

Notice: Settlement of a claim by a contractor does not guarantee coverage or reimbursement by Builders Insurance Group.

Georgia's

## Right to Cure

Resolving Construction Disputes





## Did you know?

Right to Cure legislation became law in Georgia in May of 2004 as an alternative method to resolve construction disputes to reduce litigation while protecting the rights of homeowners. This law requires homeowners to notify builders of alleged construction defects prior to filing a lawsuit and provides a timeframe to give builders and homeowners the opportunity to address, and hopefully resolve, any concerns.

This gives you the  
*right to cure.*



## How does it work?

The first and most important step to comply with the Right to Cure law requires the builder to provide a specified notice to the homeowner when entering into a contract. The notice should include the following language:

Georgia law contains important requirements you must follow before you may file a lawsuit or other action for defective construction against the contractor who constructed, improved, or repaired your home. Ninety days before you file your lawsuit or other action, you must serve the contractor a written notice of any construction conditions you allege are defective. Under the law, a contractor has the opportunity to make an offer to repair or pay for the defects or both. You are not obligated to accept any offer made by a contractor. There are strict deadlines and procedures under state law, and failure to follow them may affect your ability to file a lawsuit or other action.



## Timeframe

Under the Right to Cure law, there is a stringent timeframe for the dispute to be resolved between the homeowner and builder. The timeframe is outlined below.

- The builder must provide the required notice to the homeowner when entering into a contract.
- The owner must provide written notice of a construction defect not less than 90 days prior to filing a lawsuit. If the notice is not provided, the court will stop any attempted legal action until the owner properly complies with the Right to Cure law procedures.
- Upon receipt of written notice from the owner, it is important for the builder to notify their general liability insurance carrier of a potential claim.
- The builder must provide a written reply to an owner's written notice within 30 days. The builder can propose to make repairs, offer a monetary settlement, propose a combination of both, offer to inspect the property where the claim is alleged, or reject the claim.
- If the builder rejects the owner's claim, the owner can proceed with litigation.
- If the builder elects to inspect the property, within 14 days following the completion of the inspection, he must offer to make repairs, offer a monetary settlement, propose a combination of both, or reject the claim.
- If an owner rejects a builder's offer, the builder may make a supplemental offer within 15 days. If the builder receives no response to the offer from an owner within 30 days, the offer is deemed accepted.
- Once an owner accepts an offer, the owner is barred from legal action on the claim.

Take advantage of your

*right to cure.*

*right to cure*