

Crownover: Property Damage and Faulty Workmanship Claims

Crownover v. Mid-Continent Casualty Company, 772 F.3d 197 (5th Cir. 2014)

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“Property Damage”

Physical injury to tangible property, including all resulting loss of use of that property, or loss of use of tangible property that is not physically injured.

Exclusion "b" -- Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) The insured would have in the absence of the contract or agreement; . . .

Exclusion "I" -- Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.