## Crownover: Property Damage and Faulty Workmanship Claims

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

Jon Hlavinka
Cooper & Scully, P.C.
815 Walker Street, Suite 1040
Houston, TX 77002

Telephone: 713-236-6810 Telecopy: 713-236-6880

Email: jon.hlavinka@cooperscully.com

© 2015 This paper and/or presentation provides information on general legal issues. It is not intended to provide advice on any specific legal matter or factual situation, and should not be construed as defining Cooper and Scully, P.C.'s position in a particular situation. Each case must be evaluated on its own facts. This information is not intended to create, and receipt of it does not constitute, an attorney-client relationship. Readers should not act on this information without receiving professional legal counsel.

#### "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.