

OKLAHOMA

Construction Defect as Occurrence

Dodson v. St. Paul Ins. Co., 812 P.2d 372 (Okla. 1991). The court appeared to assume the existence of an occurrence in a case involving defective workmanship by a subcontractor; nevertheless, the court went on to apply 1973 exclusions to deny coverage.

U.S. Fid. & Guar. Co. v. Briscoe, 239 P.2d 754 (Okla. 1951). The insured contractor's negligent work paving a highway, which led to cement dust from a cement loading mill damaging adjacent property, was not an occurrence within the policy since the contractor's work was not an accident.

Application of Property Damage Exclusions

Dodson v. St. Paul Ins. Co., 812 P.2d 372 (Okla. 1991). The court applied the 1973 Work Performed and Products Exclusions to deny coverage for a roofing subcontractor's defective material and faulty workmanship. The policy was not endorsed with a BFPDE to preserve coverage for subcontractor work.