

**COMMERCIAL GENERAL LIABILITY COVERAGE FOR DEFECTIVE WORK
STATE-BY-STATE SURVEY
MARCH 15, 2007**

STATE	IS DEFECTIVE WORK AN OCCURRENCE?		PROPERTY DAMAGE EXCLUSIONS APPLIED?
	Status	Case Law	Case Law
Oklahoma	Unclear	<i>U.S. Fid. & Guar. Co. v. Briscoe</i> , 239 P.2d 754 (Okl. 1951); ⁱ <i>Dodson v. St. Paul Ins. Co.</i> , 812 P.2d 372 (Okl. 1991). ⁱⁱ	<i>Dodson v. St. Paul Ins. Co.</i> , 812 P.2d 372 (Okl. 1991). ⁱⁱⁱ

ⁱ **Oklahoma:** *U.S. Fid. & Guar. Co. v. Briscoe*, 239 P.2d 754 (Okl. 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.

ⁱⁱ **Oklahoma:** *Dodson v. St. Paul Ins. Co.*, 812 P.2d 372 (Okl. 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.

ⁱⁱⁱ **Oklahoma:** *Dodson v. St. Paul Ins. Co.*, 812 P.2d 372 (Okl. 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.