

**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
Utah	Unclear	<i>H. E. Davis & Sons, Inc. v. North Pacific Ins. Co.</i> , 248 F. Supp. 2d 1079 (D. Utah 2002); ⁱ <i>Great Am. Ins. Co. v. Woodside Homes Corp.</i> , 448 F. Supp. 2d 1275 (D. Utah 2006). ⁱⁱ	<i>H. E. Davis & Sons, Inc. v. North Pacific Ins. Co.</i> , 248 F. Supp. 2d 1079 (D. Utah 2002). ⁱⁱⁱ

ⁱ **Utah:** *H. E. Davis & Sons, Inc. v. North Pacific Ins. Co.*, 248 F. Supp.2d 1079 (D. Utah 2002). The insured subcontractor's negligent soil compaction did not constitute an occurrence since the damage resulting from its negligence was natural and foreseeable.

ⁱⁱ **Utah:** *Great Am. Ins. Co. v. Woodside Homes Corp.*, 448 F. Supp. 2d 1275 (D. Utah 2006). The court held that the negligent acts by the insured's subcontractor in building homes can constitute an occurrence, emphasizing the distinction between the insured's work and a subcontractor's negligent work.

ⁱⁱⁱ **Utah:** *H. E. Davis & Sons, Inc. v. North Pacific Ins. Co.*, 248 F. Supp.2d 1079 (D. Utah 2002). The costs of repairing the insured's inadequate soil compaction were excluded under Exclusion I, the Your Work Exclusion, since the repairs were to the insured's own work and no subcontractor was involved to invoke the subcontractor exception.