

UTAH

Construction Defect as Occurrence

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

H.E. Davis & Sons, Inc. v. North Pac. 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.

Application of Property Damage Exclusions

H.E. Davis & Sons, Inc. v. North Pac. 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.