

**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
West Virginia	No	<i>Corder v. Wm. W. Smith Excavating Co.</i> , 556 S.E.2d 77 (W. Va. 2001); ⁱ <i>Groves v. Erie Ins. Co.</i> , 333 F. Supp. 2d 568 (D.W. Va. 2004). ⁱⁱ	<i>Corder v. Wm. W. Smith Excavating Co.</i> , 556 S.E.2d 77 (W. Va. 2001). ⁱⁱⁱ

ⁱ **West Virginia:** *Corder v. Wm. W. Smith Excavating Co.*, 556 S.E.2d 77 (W. Va. 2001). Faulty workmanship on its own does not constitute an occurrence.

ⁱⁱ **West Virginia:** *Groves v. Erie Ins. Co.*, 333 F. Supp. 2d 568 (D.W. Va. 2004). The court took the “no occurrence” theme to an extreme, holding that damages for the costs to complete and repair construction defects in a home did not constitute an accident, since a negligence cause of action requires that the damages be reasonably expected to produce an injury, and in contrast, the cause and result of an accident must be unforeseen, involuntary, unexpected or unusual.

ⁱⁱⁱ **West Virginia:** *Corder v. Wm. W. Smith Excavating Co.*, 556 S.E.2d 77 (W. Va. 2001). Exclusion m, the Impaired Property/Loss of Use Exclusion, barred coverage for a developer’s loss of use due to damage to a sewer line unless the alleged loss of use arose out of sudden and accidental physical injury to the work of the contractor on the sewer pipe.