

Insurance–business policy–loss from roof collapse–exclusion from coverage

The Court of Appeals decision that summary judgment was improperly entered in favor of defendant insurer in plaintiff's action to recover under a business insurance policy for loss of business income as a result of roof collapse during replacement was reversed for the reasons stated in the dissenting opinion that the undisputed evidence showed that plaintiff's losses were caused by a poorly maintained roof and during work to repair or replace it, and that losses from collapse caused by faulty or inadequate maintenance or during construction were expressly excluded from coverage under the policy.

Appeal pursuant to N.C.G.S. § 7A-30(2) from the decision of a divided panel of the Court of Appeals, 179 N.C. App. ___, 633 S.E.2d 841 (2006), affirming in part and reversing in part an order granting summary judgment for defendants and denying summary judgment for plaintiff entered on 20 April 2005 by Judge Michael R. Morgan in Superior Court, Orange County, and remanding for further proceedings. Heard in the Supreme Court 10 January 2007.

The Brough Law Firm, by Robert E. Hornik, Jr., for plaintiff-appellee.

Bailey & Dixon, L.L.P., by David S. Coats, for defendant-appellants.

PER CURIAM.

For the reasons stated in the dissenting opinion, the decision of the Court of Appeals is reversed.

REVERSED.

Chief Justice PARKER and Justice HUDSON did not participate in the consideration or decision of this case.