

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 10-1710

TRAVCO INSURANCE COMPANY,

Plaintiff - Appellee,

v.

LARRY WARD,

Defendant - Appellant.

NATIONAL ASSOCIATION OF HOME BUILDERS,

Amicus Supporting Appellant,

NATIONAL ASSOCIATION OF MUTUAL INSURANCE COMPANIES; AMERICAN
INSURANCE ASSOCIATION,

Amici Supporting Appellee.

Appeal from the United States District Court for the Eastern
District of Virginia, at Norfolk. Robert G. Doumar, Senior
District Judge. (2:10-cv-00014-RGD-TEM)

Argued: September 20, 2011

Decided: January 15, 2013

Before SHEDD and WYNN, Circuit Judges, and Damon J. KEITH,
Senior Circuit Judge of the United States Court of Appeals for
the Sixth Circuit, sitting by designation.

Affirmed by unpublished per curiam opinion.

ARGUED: Michael Francis Imprevento, BREIT DRESCHER IMPREVENTO & WALKER, PC, Norfolk, Virginia, for Appellant. Stephen Edward Goldman, ROBINSON & COLE LLP, Hartford, Connecticut, for Appellee. **ON BRIEF:** Jeffrey A. Breit, John W. Drescher, BREIT DRESCHER IMPREVENTO & WALKER, PC, Norfolk, Virginia; Richard J. Serpe, LAW OFFICES OF RICHARD J. SERPE, PC, Norfolk, Virginia, for Appellant. John B. Mumford, Jr., Kathryn E. Kransdorf, HANCOCK, DANIEL, JOHNSON & NAGLE, PC, Glen Allen, Virginia; Wystan M. Ackerman, Daniel F. Sullivan, Jamie M. Landry, ROBINSON & COLE LLP, Hartford, Connecticut, for Appellee. David S. Jaffe, NATIONAL ASSOCIATION OF HOME BUILDERS, Washington, D.C., for National Association of Home Builders, Amicus Supporting Appellant. Thomas W. Curvin, Amy K. Averill, SUTHERLAND ASBILL & BRENNAN LLP, Atlanta, Georgia; Steuart H. Thomsen, SUTHERLAND ASBILL & BRENNAN LLP, Washington, D.C., for National Association of Mutual Insurance Companies, Amicus Supporting Appellee. Raoul G. Cantero, Michelle Holmes Johnson, WHITE & CASE LLP, Miami, Florida, for American Insurance Association, Amicus Supporting Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Larry Ward appeals from an order granting summary judgment in favor of Travco Insurance Company and declaring that he is not entitled to coverage under his homeowners insurance policy for alleged drywall-related damages to his home. The district court found that four provisions of the policy excluded coverage. Previously, we certified the following question of Virginia law to the Supreme Court of Virginia:

For purposes of interpreting an "all risk" homeowners insurance policy, is any damage resulting from this drywall unambiguously excluded from coverage under the policy because it is loss caused by:

(a) "mechanical breakdown, latent defect, inherent vice, or any quality in property that causes it to damage itself";

(b) "faulty, inadequate, or defective materials";

(c) "rust or other corrosion"; or

(d) "pollutants," where pollutant is defined as "any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste?"

Travco Ins. Co. v. Ward, 468 Fed. Appx. 195, 195-96 (4th Cir. 2012).

The Supreme Court of Virginia has now answered all subparts of the certified question in the affirmative. Travco Ins. Co. v. Ward, --- S.E.2d --- (Va. Nov. 1, 2012) (2012 WL 5358705). The parties agree, and we find, that the court's answers warrant affirmance of the judgment. Accordingly, we affirm.

AFFIRMED