

THE STATE OF NEW HAMPSHIRE

SUPREME COURT

In Case No. 2011-0385, Mark Brown & a. v. Concord Group Insurance Company, the court on June 8, 2012, issued the following order:

On April 20, 2012, the court issued an opinion in this case. On May 3, 2012, the court issued the mandate. See Sup. Ct. R. 24. On its own motion, the court hereby recalls the mandate, and orders that the opinion be modified as follows:

The third sentence of the second full paragraph on page 6 of the slip opinion issued on April 20, 2012, states:

As such, if the damage at issue was caused by Spencer's 2007 repair, the "your work" exclusion would exclude coverage for damage resulting from that repair, but would not exclude coverage for damage to Spencer's 2003 work.

This sentence is hereby modified by deleting the words "resulting from" and replacing them with the word "to", so that said sentence, as modified, shall state as follows:

As such, if the damage at issue was caused by Spencer's 2007 repair, the "your work" exclusion would exclude coverage for damage to that repair, but would not exclude coverage for damage to Spencer's 2003 work.

Mandate vacated; slip
opinion modified.

Dalianis, C.J., and Conboy and Lynn, JJ., concurred.

**Eileen Fox,
Clerk**