

234 Va. 639 (1988)

1988 Va. LEXIS 7

364 S.E.2d 1

WILLIAM F. CALDWELL, JR.

v.

TRANSPORTATION INSURANCE COMPANY

Record No. 850019

Supreme Court of Virginia

January 15, 1988

Stuart C. Sullivan, III (Franklin, Franklin, Denney & Heatwole, on briefs), for appellant.

Deborah M. Wassenaar (Jay T. Swett; Bonnie L. Paul; McGuire, Woods & Battle, on brief), for appellee.

Present: All the Justices

Judgment below is reversed because an insurer failed to employ language sufficiently clear to exclude coverage under the **insurance** policy, and the case is remanded for further proceedings.

Plaintiff, an experienced well driller, had completed drilling a water well for a customer and had begun a process called "blowing out the hole" to remove mud and stone chips. The cleaning process involved rotating the drilling bar, to which the bit was attached, in the well hole while blowing water up from the bottom with compressed air in order to bring debris to the surface. The bar broke and 285 feet of the bar, as well as the bit, remained in the ground and could not be extracted. Plaintiff's uncontroverted expert opinion indicated that there had been a change in the direction of the rock strata at a depth of 120 feet, which caused the drill to depart from a true vertical at that level. He testified that this type of condition will break a bar and that breakage from this cause is one of the risks inherent in the well-drilling business. Plaintiff had an **insurance** policy insuring the well-drilling equipment. When plaintiff made a claim under the policy for the loss, the insurer denied coverage because of exclusionary language relating to property "while below the ground surface in mining, tunneling or similar operations." Plaintiff brought this action. The court entered summary judgment for the insurer, finding that the loss was not covered by the policy and the plaintiff appeals.