Exclusions of work performed by the insured new interpretation and duty to defend

October 1, 2010

On September 23, 2010, the Supreme Court of Canada issued an unanimous judgment in the case of *Progressive Homes Ltd.* v. *Lombard General Insurance Co. of Canada*, reversing two lower Court judgments of British Columbia which had concluded that the insurer, Lombard, had no duty to defend the general contractor Progressive Homes, against a claim for defects and damages caused by water infiltration in four buildings built by it.

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