

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

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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.