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## CASE SUMMARY: ERROR TO CONFLATE A MASTER INSURANCE POLICY FOR ALL MEMBERS WITH A MEMBER'S INDIVIDUAL CERTIFICATE OF INSURANCE

Motion judge erred by conflating a master policy for professional members with an individual member's certificate of insurance in determining the insurer had a duty to defend.

**Insurance law – Liability insurance – Professional negligence – Duty to defend – Third parties – Interpretation of policy – Multiple policies – Same insurer – Insurer – Rights, duties and liabilities – Practice – Appeals**

*Van Huizen v. Trisura Guarantee Insurance Co.*, [2020] O.J. No. 1182, 2020 ONCA 222, Ontario Court of Appeal, March 18, 2020, A. Hoy A.C.J.O., K.M. van Rensburg and L.B. Roberts JJ.A.

The insurer issued a professional liability policy (the "Master Policy") to the Appraisal Institute of Canada ("AIC") for claims made against AIC members for negligent provision of professional appraisal services. The insured appraiser was a member of the AIC and was insured under the Master Policy and an individual certificate of insurance issued by the insurer (the "Individual Policy"). The insured's employee was sued for negligent appraisal, and the insured was added as a third party to that lawsuit. The insured made a claim to the insurer for coverage, which was denied. The insured sued, seeking to compel the insurer to defend and indemnify.

The motion judge found that the insurer had a duty to defend the insured under the Master Policy. The motion judge did not consider the significance of the separately issued Individual Policy, which only covered the insured's professional negligence, not his employees'. The insurer's appeal was allowed, and the motion judge's order was set aside. The motion judge erred by treating the Master Policy as the entire insurance contract for all members of the AIC, and failing to consider the Individual Policy separately.

This case was digested by [Erika L. Decker](#), and first published in the LexisNexis® Harper Grey Insurance Law Netletter and the Harper Grey Insurance Law Newsletter. If you would like to discuss this case further, please contact Erika L. Decker at [edecker@harpergrey.com](mailto:edecker@harpergrey.com).