Jurisdiction	Standard to Determine Professional Service	Professional Services Exclusion Applied	Professional Services Exclusion Not Applied	Cases Involving Coverage Under Professional Liability Policy
	labor or skill involved is predominantly mental or intellectual, rather than physical or manual)			room was an administrative business decision that applied only to security personnel and did not fit within the coverage of the hospital's professional liability policy)
Kentucky	Monroe Guar. Ins. Co. v. TEE Eng'g Co., 2005 U.S. Dist. LEXIS 12691 (E.D. Ken. June 23, 2005) (professional services are those which require a license and/or higher education or special knowledge and training. If a job could be and in fact is rendered by a layman, it is inherently not a professional service)	Ratliff v. Employers' Liability Assurance Corp., 515 S.W.2d 225 (Ken. Ct. App. 1974) (holding the hospital's negligence was based upon the failure of nurses to recognize plaintiff's debilitated condition as a result of acute alcoholism, and any negligence on the part of the hospital was clearly a failure to render professional care)	Monroe Guar. Ins. Co. v. TEE Eng'g Co., 2005 U.S. Dist. LEXIS 12691 (E.D. Ken. June 23, 2005) (concluding that only task performed by professional engineer was that of certifying maps generated from the other employees' services and, thus, only the certifications of certain features reflected on map could be construed as professional services)	
Louisiana	Abramson v. Florida Gas Transmission Co., 908 F. Supp. 1389 (E.D. La. 1995) (professional services involve discretion acquired by special training and the exercise of professional judgment); American Cas. Co. v. Hartford Ins. Co., 479 So. 2d 577 (La. Ct. App. 1985) (in determining whether a particular act is of a professional nature, the court looks not to the title of or the character of the party	Natrual Gas Pipeline Co. of America v. Odum Offshore Surveys, Inc., 697 F. Supp. 921 (E.D. La. 1988) *aff'd* 889 F. 2d 633 (5th Cir. 1989) (the actions of pipeline surveyor's employees in directing dive vessel to designated anchor locations were professional services within the meaning of the exclusion) Womack v. Travlers Ins. Co., 251 So. 2d 463 (La. App. 1971) (exclusion applied because insured	Abramson v. Florida Gas Transmission Co., 908 F. Supp. 1389 (E.D. La. 1995) (issues of fact preclude application of exclusion for damages caused during pipeline refurbishment) North American Treatment Systems, Inc. v. Scottsdale Ins. Co., 943 So. 2d 429 (La. Ct. App. 2006) (exclusion applied to indemnity obligations but not defense obligations for damage	

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	performing the act, but to the act itself)	engineering firm was sued for failing to properly identify location of buried pipeline in relation to road construction project)	caused by project manager's subcontractor during construction and startup of wastewater treatment plant) Arnette v. NPC Services, Inc., 808 So. 2d 798 (La. Ct. App. 2002) (finding that the term "professional duty" in professional liability exclusion was undefined and, hence, the exclusion was ambiguous) American Cas. Co. v. Hartford Ins. Co., 479 So. 2d 577 (La. Ct. App. 1985) (refusing to apply exclusion to claim against nurse for injuries sustained by a patient who fell from an examination table after following instructions from the nurse because such acts did not require the exercise of a professional skill but could be performed by any unskilled or untrained employee)	
Maine	Western World Ins. Co. v. American and Foreign Ins. Co., 180 F. Supp 2d 224 (D. Maine 2002) (a professional act or service is one arising out of a vocation, calling, occupation, or employment involving specialized knowledge,	Western World Ins. Co. v. American and Foreign Ins. Co., 180 F. Supp 2d 224 (D. Maine 2002) (holding that exclusion precluded coverage for lawsuit against police department in excessive force case because any negligent conduct involving the officer's		

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	labor, or skill, and the labor skill involved is predominantly mental or intellectual, rather than physical or manual).	training and experience was encompassed within the professional services exclusion)		
Maryland	Utica Mut. Ins. Co. v. Miller, 130 Md. App. 373, 746 N.E.2d 935 (Md. Ct. App. 2000) (the act or service must be such as exacts the use or application of special learning or attainments of some kind. The term 'professional' in the context used in the policy provision means something more than mere proficiency in the performance of a task and implies intellectual skill as contrasted with that used in an occupation for production or sale of commodities)	Bolton Ptnrs. Inv. Consulting Group, Inc. v. Travelers Ind. Co. of America, 2007 U.S. Dist. LEXIS 18238 (D. Md. March 15, 2007) (defamation claim against investment consulting firm by annuity company that previously provided retirement investment services to school board fell within professional liability exclusion because alleged defamatory opinions were in the context of insured's professional analysis of claimant's retirement plans)		Utica Mut. Ins. Co. v. Miller, 130 Md. App. 373, 746 N.E.2d 935 (Md. Ct. App. 2000) (complaint's allegation that insurance agent failed to monitor business operations, maintain records, and account for premiums addresses alleged failures in performing professional services)
Massachusetts	Roe v. Federal Ins. Co., 412 Mass. 43, 587 N.E.2d 214 (1992) (a professional act or service is one arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual)	Western World Ins. Co. v. Azoff, 24 Mass. L. Rep. 450 (Mass. Sup. Ct. May 18, 2008) (exclusion applied to claim against general contractor for failure to supervise and ensure that an accurate survey of the property was properly done by engineer)	GRE Ins. Group v. Metropolitan Boston Hous. Partnership, 61 F.3d 79 (1st Cir. 1995 (Massachusetts law) (exclusion did not preclude personal injury claim arising from lead exposure at insured's subsidized apartments because some of the claims raised legal theories of recovery broader than inadequate inspections)	Medical Records Assocs. v. American Empire Surplus Lines Ins. Co., 142 F.3d 512 (1st Cir. 1998) (Massachusetts law) (concluding that fee-setting activity by medical records processing company was not a professional service but instead was a ministerial act lacking the relevant professional training and expertise)

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			Jefferson Ins. Co. of New York v. National Union Fire Ins. Co. of Pittsburgh, Pa., 42 Mass. App. Ct. 94, 677 N.E.2d 225 (1997) (holding that delay by ambulance company to arrive at scene was in the nature of nonspecialized, clerical or administrative activity requiring neither special learning, intellectual skill, nor professional judgment and did not involve "the art of the adept") Camp Dresser & McKee, Inc. v. Home Ins. Co., 30 Mass. App. 318, 568 N.E.2d 631 (1991) (exclusion did not apply to the failure of a consulting company to warn employees working on a project of certain job hazards because the challenged activities properly were viewed as "management tasks" of a nonprofessional nature)	Clermont v. Continental Cas. Co., 773 F. Supp.2d 133 (D. Mass. 2011) (professional liability policy issued to attorney did not cover a former employer's claim for over fees because the harms alleged occurred by reason of a business decision by the attorney and not the provision of legal services) USM Corp. v. First State Ins. Co., 420 Mass. 865, 652 N.E.2d 613 (1995) (claim against computer designer because of defects in computer system covered by errors and omissions policy because the error was inherent in the rendering of professional services and the policy did not require a negligent error) Reliance Nat'l Ins. Co. v. Sears, Roebuck & Co., 58 Mass. App. Ct. 645, 792 N.E.2d 145 (2003) (concluding that billing for legal services does not draw on special learning acquired through rigorous training and therefore does not constitute a

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				professional service)
Michigan	American Fellowship Mut. Ins. Co. v. Insurance Co. of North America, 90 Mich. App. 633; 282 N.W.2d 425 (1979) (in determining whether a particular act or omission is of a professional nature, the act or omission itself must be looked to and not the title or character of the party who performs or fails to perform the act) Hilderbrand ex rel. Estate of Hilderbrandt, 2001 Mich. App. LEXIS 1517, (Mich. App. June 5, 2001) (same)	Lansing Cmty. College v. Nat'l Union Fire Ins. Co., 2010 U.S. Dist. LEXIS 17696 (W.D. Mich. Mar. 1, 2010) (applying exclusion to claim against community college by wrongfully convicted student because the acts the officers utilized in investigating the case involved the specialized training and education they received to become certified as police officers) Walgreen Co. v. Rdc Enters., 2011 Mich. App. LEXIS 1513 (Mich. App. Aug. 23, 2011) (applying exclusion to claim against retailer by person who fell from catwalk during store construction because, even though the insured itself was not an architect, the claim involved the faulty design of the catwalk) Citizens Ins. Co. of Am. v. Ladi, 2009 Mich. App. LEXIS 1560 (exclusion applied to claims against insured who arranged fireworks shows on the grounds that purchasing large-scale fireworks, designing a launch system, transporting the fireworks and launch system and igniting the fireworks at the request of a municipality constitutes services that	Great Am. Ins. Co. v. GeoStar Corp, 2010 U.S. Dist. LEXIS 20258 (E.D. Mich. March 5, 2010) (refusing to apply exclusion on the grounds that not all claims associated with the mare-lease program fell under the professional errors and omissions exclusion) Cincinnati Ins. Co. v. Harding, 2007 U.S. Dist. LEXIS 78867 (W.D. Mich. Oct. 24, 2007) (exclusion did not apply in homeowner's policy in case involving injuries caused by waste oil tank explosion because, although work as a pipe welder requires specialized knowledge, labor, and skill, the labor and skill is predominantly physical or manual)	Northfield Ins. Co. v. Professional Case Mgmt., 1998 U.S. Dist. LEXIS 17157 (W.D. Mich. Sept. 29, 1998) (holding that insurer had duty to defend claim by mentally ill woman against the insured seeking damages for injuries she sustained when she jumped from a roof while under their care and/or supervision of the insured because such allegations might implicate coverage under professional liability policy)

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		are reserved for professionals) Hilderbrand ex rel. Estate of Hilderbrandt, 2001 Mich. App. LEXIS 1517, (Mich. App. June 5, 2001) (applying exclusion to claim for coverage by consulting engineer on water main replacement project for wrongful death lawsuit alleging negligent excavation and shoring of trench). Centennial Ins Co v Neyer, Tiseo & Hindo, Ltd, 207 Mich App 235, 523 N.W.2d 808 (1994) (holding that exclusion applied to claim against consulting engineering firm for damage to underground telephone line because decision to drill for soil samples before calling "Miss Dig" was preliminary to, and part of, the professional service of conducting a soil investigation)		
Minnesota	Ministers Life v. St. Paul Fire & Marine Ins. Co., 483 N.W.2d 88 (Minn. App. 1992) A professional service is one calling for specialized skill and knowledge in an occupation or vocation and a professional service is predominantly intellectual or mental	W. Nat'l Mut. Ins. Co. v. Structural Restoration, Inc., 2010 Minn. App. Unpub. LEXIS 406 (Minn. App. 2010) (claim for damages to collapsed silo precluded by professional liability exclusion because the rendering of an opinion by a concrete restoration company involved a mental rather than	NewMech Cos. v. Transp. Ins. Co., 2006 U.S. Dist. LEXIS 65877 (D. Minn. Sep. 12, 2006) (holding that exclusion does not apply to claims against the designer of HVAC system that design created mold in apartment units because exclusion had an exception for	Pac. Ins. Co. v. Burnet Title, Inc., 2003 U.S. Dist. LEXIS 17719 (D. Minn. Sept. 24, 2003) (concluding that claims against title company for its failure to follow requirements imposed by RESPA and state statutes, and making referrals

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	rather than physical)	physical skill, which required the insured to use its advanced or specialized knowledge) Reinhardt v. Certain Underwriters at Lloyd's, London, 2007 Minn. App. Unpub. LEXIS 275 (Minn. App. 2007) (managing the assets and investments of investors by trust manager and equity investment manager requires specialized skills and thus clearly involves professional services Ministers Life v. St. Paul Fire & Marine Ins. Co., 483 N.W.2d 88 (Minn. App. 1992) (exclusion applied to mutual insurance company who was sued for defamation when it determined that a policy it issued was void and informed the policy holders that they were not covered by the policy because act of sending letter with coverage position involved insurance expertise and judgment).	services within construction means, methods, techniques, sequences and procedures in capacity as construction manager and the work at issue was performed by the insured in its capacity as a construction contractor) American States Ins. Co. v. Grohn, 1995 Minn. App. LEXIS 1220 (Minn. App. Sept. 26, 1995) (claim by injured horse rider against stable fell outside of exclusion because the allegations involved acts or omissions with respect to a particular horse having known dangerous propensities and were not based on any specialized knowledge of horse characteristics and behavior)	without properly disclosing relationships with third-party vendors was "close enough to the professional end of the spectrum to constitute professional services)
Mississippi	Shelton v. The American Ins. Co., 507 So. 2d 894 (Miss. 1987) (professional service involves the application of special skill, knowledge and education arising out of a vocation, calling, occupation or employment)	QBE Ins. Corp. v. Brown & Mitchell, Inc., 591 F.3d 439 (5th Cir. 2009) (Mississippi law) (wrongful death claim resulting from trench collapse during sewer installation project overseen by the insured – the project engineer – was precluded because the complain explicitly	American Guarantee and Liability Ins. Co. v. LeFlore, 2006 U.S. Dist. LEXIS 23975 (N.D. Miss. Apr. 24, 2006) (wrongful death claim arising out of vehicle accident not precluded by exclusion because claim for failure to maintain road and	Haney v. Continental Cas. Co., 2010 U.S. Dist. LEXIS 3953 (S.D. Miss. Jan. 15, 2010) (no coverage for claims against insurance agent under errors and omissions policy because claims failed to allege a wrongful act, defined as negligent act, error

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		attributed the accident to the breach of the insured's professional responsibilities as the engineering firm at the site) United States Fid. And Guaranty Co. v. Hudson, 2008 U.S. Dist. LEXIS 25736 (S.D. Miss. 2008) (defamation claim arising from statements made in bidding pre-bidding process by professional consulting engineering firm hired to provide consulting services on building renovation were made in the course of providing professional services)	provide proper signage constituted general allegations of negligence) Burton v. Choctaw County, 730 So. 2d 1 (Miss. 1997) (issue of fact existed as to whether burns sustained to resident at nursing facility while she was being bathed by nurse's aide constituted professional services)	or omission, and soliciting former company's agents was not included in professional services enumerated in the policy) Shelton v. The American Ins. Co., 507 So. 2d 894 (Miss. 1987) (claim against life insurance underwriter for making false and fraudulent statements with intent to induce another to enter into an employment contract were not made in insured's professional capacity)
Missouri	American Economy Ins. Co. v. Jackson, 476 F.3d 620 (8th Cir. 2007) (applying Missouri law) (court must look to the act or omission itself and not the title or character of the party who performs or fails to perform the act to determine whether a particular service or treatment is professional in nature) Jerome Group, Inc. v. Cincinnati Ins. Co., 2003 U.S. Dist. LEXIS 7962 (E.D. Mo. May 9, 2003) (professional act or service is one arising out of a vocation, calling, occupation, or	American Economy Ins. Co. v. Jackson, 476 F.3d 620 (8th Cir. 2007) (applying Missouri law) (applying exclusion to preclude wrongful death claim against nursing home by family of patient who died in a heat wave because the decision to not turn on the air conditioning rested on the administrator's training and expense as a nurse and nursing home administrator)		Jerome Group, Inc. v. Cincinnati Ins. Co., 2003 U.S. Dist. LEXIS 7962 (E.D. Mo. May 9, 2003) (claims for fraudulent billing not covered under errors and omissions printers policy because the policy only covered errors in the printing services themselves, not errors in billing)

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	employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual)			
Montana				
Nebraska	Marx v. Hartford Accident & Indem. Co., 183 Neb. 12, 157 N.W.2d 870 (Neb. 1968) (professional service is one arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor or skill, and the labor or skill is predominantly mental or intellectual, rather than physical or manual.)			Marx v. Hartford Accident & Indem. Co., 183 Neb. 12, 157 N.W.2d 870 (Neb. 1968) (concluding that negligent act of pouring benzene, rather than water, into sterilization container required no special training or professional skill and in no sense constituted the rendering or failure to render professional services)
Nevada				
New Hampshire	Niedzielski v. St. Paul Fire & Marine Ins. Co., 134 N.H. 141, 589 A.2d 130 (1991) (professional act or service is one arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill that is predominantly mental or intellectual, rather than physical or manual and "the question of professional liability coverage is determined,	Windham Envtl. Corp. v. United States Fid. & Guar. Co., 2008 U.S. Dist. LEXIS 86567 (D. N.H. Sept. 29, 2008) (applying exclusion to claim against insured alleging that insured did not perform with professional skill and care when the sequestration agent used in groundwater remediation system failed to prevent iron fouling in injection wells)		Ross v. Home Ins. Co., 146 N.H. 468, 773 N.E.2d 654 (2001) (holding that the negligent hiring of an employee who rapes a client is not an act or omission done in rendering or failing to render professional services under legal professional liability policy and that, generally, personnel decisions of a law firm are relative and

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	not by the professional status of the actor, but by the nature of the tortious act")	Merchants Mut. Ins. Co. v. City of Concord, 117 N.H. 482, 374 A.2d 945 (N.H. 1977) (applying exclusion where city failed to provide medical or psychiatric care to detainee but concluding that exclusion did not apply to negligent supervision because such conduct did not involve any professional skill or training) MacMillin Co. v. Aetna Casualty & Sur. Co., 135 N.H. 189, 601 N.E.2d 169 (1992) (applying exclusion to general contractor for damages caused when floor of building the insured was constructing cracked because even though the insured was not an architectural or engineering company, its contract expressly provided for those services)		incidental to the business aspects of the firm, not its professional services)
New Jersey	Atlantic Mutual Ins. Co. v. Continental National American Ins. Co., 123 N.J. Super, 241, 302 A.2d 177 (1973) (professional services means services performed by one in the ordinary course of the practice of his profession, on behalf of another) Princeton Ins. Co. v.	Kimberly Allison Tong & Goo, Inc. v. Travelers Property Cas. Co. of America, 352 Fed. Appx. 642 (3rd Cir. 2009) (New Jersey law) (applying exclusion to claims against insured architectural firm following the collapse of a parking garage it designed and rejecting contention that general negligence gave rise to a duty to defend) Atlantic Mutual Ins. Co.		Navigators Specialty Ins. Co. v. Scarinci & Hollenbeck, LLC, 2010 U.S. Dist. LEXIS 47124 (D.N.J. May 12, 2010) (holding that the acts complained of -- withholding material information from a court and submitting false statements to a court -- are acts that allegedly occurred in the context of the insured's

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	Chunmuang, 151 N.J. 80, 689 A.2d 9 (1997) (professional service is one arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor or skill, and the labor or skill is predominantly mental or intellectual, rather than physical or manual.)	v. Continental National American Ins. Co., 123 N.J. Super, 241, 302 A.2d 177 (1973) (applying exclusion to claims against engineering company involving injuries sustained when sewer trench collapsed because the work was predominantly mental or intellectual and required the specialized knowledge and mental skill of a professional engineer)		representation of its clients in a foreclosure action, and there is clearly a substantial nexus between such representation and the professional services that the clients sought from the insured lawyers) Hampton Medical Group, P.A. v. Princeton Ins. Co., 366 N.J. Super. 165, 840 A.2d 915 (2004) (holding that there was no coverage under medical professional liability policy for claims of improper billing because billing is most sensibly seen as either a separate service or an incidental part of the business--but not the profession)
New Mexico	New Mexico Physicians Mut. Liability Co. v. LaMure, 116 N.M. 92, 860 P.2d 734 (1993) (professional act or service is one arising out of a vocation, calling, occupation, or employment involving specialized knowledge, labor, or skill, and the labor or skill involved is predominantly mental or intellectual, rather than physical or manual)	Millers Cas. Ins. Co. of Texas v. Flores, 117 N.M. 711, 876 P.2d 227 (1994) (exclusion in business owners policy applied to medical malpractice claim against physician and his assistant because, although claimant alleged negligent hiring, training and supervision, the fact that a physician utilizes a nonphysician assistant to perform a professional duty does not "alter the professional nature of that		Miller v. Triad Adoption and Counseling Service, 133 N.M. 544, 65 P.3d 1099 (2003) (holding that it defies credulity to interpret the claims of fraudulent transfer, successor corporate liability, and civil conspiracy in attempting to avoid judgment associated with failed adoption as being the job of a counselor or human