Jurisdiction	Standard to Determine Professional Service	Professional Services Exclusion Applied	Professional Services Exclusion Not Applied	Cases Involving Coverage Under Professional Liability Policy
		nondelegable duty.")		development professional working in an adoption agency)
New York	Insurance Co. of N. Am. v. Milberg Weiss Bershad S, 1996 U.S. Dist. LEXIS 13388 (S.D.N.Y. Sept. 12, 1996) (something more than an act flowing from mere employment or vocation is essential, the act or service must be such as exacts the use or application of special learning or attainments of some kind) Reliance Insurance Co. v. National Union Fire Insurance Co., 262 A.D.2d 64, 65, 691 N.Y.S.2d 458, 460 (1st Dep't 1999) (to qualify as a professional service, task must involve professional's special acumen, not just normal powers of supervision)		General Ins. Co. of Am. v. City of New York, 2005 U.S. Dist. LEXIS 35864 (S.D.N.Y. Dec. 23, 2005) (concluding that exclusion did not preclude defense obligations for claim against city alleging improper care giving to a child because it was unclear whether individuals involved in the alleged improper care performed their acts drawing on specialized training and knowledge, made their decisions using ordinary supervisory powers, or were clerks following mandated procedures) Insurance Co. of N. Am. v. Milberg Weiss Bershad Specthrie & Lerach, 1996 U.S. Dist. LEXIS 13388 (S.D.N.Y. Sept. 12, 1996) (concluding that exclusion did not apply to claims against law firm alleging malicious prosecution, abuse of process, and defamation because, although the alleged defamatory statements were made against a background of litigation, they were of	Cont'l Cas. Co. v. JBS Constr. Mgmt., 2010 U.S. Dist. LEXIS 85467 (S.D.N.Y. July 1, 2010) (claims against owner representative on construction project arising from crane collapse covered under architects and engineers professional liability policy even though insured was not nominal construction manager because services performed clearly fit within a common-sense understanding of what a "construction manager" does) Albert J. Schiff Assoc., Inc. v. Flack, 51 N.Y.2d 692, 417 N.E.2d 84 (N.Y. 1980) (the alleged willful misappropriation of a trade secret fell outside the scope of coverage of a life insurance agent professional liability policy)

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			a kind which could have been made by any competitor or antagonist, lay or otherwise) Propis v. Firemen's Fund Ins. Co., 492 N.Y.S.2d 228 (N.Y. App. Div.) *aff'd* 66 N.Y.2d 828, 489 N.E.2d 250 (1985) (insurance agent's acts relating to the hiring and firing of an agent were nonprofessional business activities that were not themselves acts "inherent in the practice of the particular profession")	
North Carolina	Duke University v. St. Paul Fire and Marine, 96 N.C. App. 635, 386 S.E.2d 762 (1990) (a professional service is generally defined as one arising out of a vocation or occupation involving specialized knowledge or skills, and the skills are mental as opposed to manual)		Duke University v. St. Paul Fire and Marine, 96 N.C. App. 635, 386 S.E.2d 762 (1990) (holding that the exclusion did not apply to a wrongful death action arising out of injuries to a decedent whose dialysis chair moved while she was attempting to get out of it because it did not require professional training to foresee that a chair on casters might move when its occupant attempted to get out of it nor was professional training required to avoid the injury)	Hartford Fire Ins. Co. v. St. Paul Fire & Marine Ins. Co., 606 F. Supp. 2d 602, 2009 U.S. Dist. LEXIS 53069 (E.D.N.C. 2009) (claim arising from injuries sustained while riding in a pick-up truck being driven by an insured employee was not covered under health care facility medical professional liability policy because driving required no type of specialized health care or other specialized skills) Toms v. Lawyers Mut. Liability Ins. Co., 104 N.C. App. 88, 408 S.E.2d 206

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				(1991) (issues of fact existed as to whether claim was covered under lawyer's malpractice policy because a jury could find that the insured was acting in his capacity as attorney and performed a professional service when he undertook - but failed – to procure the liability insurance)
North Dakota	St. Paul Fire & Marine Ins. Co. v. Three "D" Sales, Inc., 518 F. Supp. 305, 1981 U.S. Dist. LEXIS 9714, (D.N.D. 1981) (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)		St. Paul Fire & Marine Ins. Co. v. Three "D" Sales, Inc., 518 F. Supp. 305, 1981 U.S. Dist. LEXIS 9714, (D.N.D. 1981) (preparation and sale of seed by farmer did not constitute the rendering of or failing to render professional services so as to fall within the exclsion)	Central Dakota Radiologists, P.C. v. Continental Casualty Co., 769 F. Supp. 323(D.N.D. 1991) (antitrust and other claims against medical service company not covered under medical malpractice policy because they were not "caused by" the rendering of professional services)
Ohio	Jacob v. Grant Life Choices, 1995 Ohio App. LEXIS 2760 (1995) (professional act or service is one arising out of a vocation, calling, occupation or employment involving specialized knowledge, labor or skill. It means work requiring knowledge of an advanced type in a field	Erie Ins. Exch. v. Colony Dev. Corp., 2003 Ohio 7232, 2003 Ohio App. LEXIS 2589 (2003) (applying exclusion to faulty construction claims asserted against general contractor because exclusion precluded coverage for supervisory, inspection or engineering services and coordination, supervision, inspection,	Cincinnati Ins. Co. v. Canton Fin., 2003 Ohio App. LEXIS 6680 (2003) (exclusion did not apply to claims arising from the insured's business of lending money) GRE Ins. Group v. Normandy Pointe Assoc. , Montgomery	American Policyholders Ins. Co. v. Michota, 156 Ohio St. 578, 103 N.E.2d 817 (1952) (injury sustained by patient who fell from examining chair was one arising out of the practice of the insured's profession and thus constituted an injury resulting

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	of learning or science customarily acquired by a prolonged course of study or specialized intellectual instruction as distinguished from training in the performance of routine, manual, or physical processes) GRE Ins. Group v. Normandy Pointe Assoc., Montgomery 2002 Ohio 1197, 2002 Ohio App. LEXIS 1018 (2002) (professional services are services requiring advanced knowledge in a field acquired by a prolonged course of study or specialized intellectual instruction)	and approval of subcontractors and subcontractors' work was a service performed by the insured in the ordinary course of its profession as a general contractor) Leighton v. American Econ. Ins. Co., 1997 Ohio App. LEXIS 5361 (1997) (exclusion applied to claims against emergency medical technicians' who were alleged to be negligent in moving claimant after accident leading to paralysis)	2002 Ohio 1197, 2002 Ohio App. LEXIS 1018 (2002) (finding that professional services exclusion did not apply to a general partnership engaged in the business of developing and marketing home sites who contracted with consultant to provide engineering services) Jacob v. Grant Life Choices, 1995 Ohio App. LEXIS 2760 (1995) (claim against fitness center for failing to send member to the hospital after a heart attack not precluded by exclusion)	from professional services rendered because nothing in the policy restricted coverage to malpractice) Davis & Meyer Law, Ltd. v. Pronational Ins. Co., 2007 Ohio 3552 (Ohio Ct. App. 2007) (claims against title insurance agency not covered because billing a client, a homeowner, for recording fees and costs is not a professional service) Ohio Govt. Risk Mgt. Plan v. Cty. Risk Sharing Auth., Inc., 130 Ohio App. 3d 174, 183, 719 N.E.2d 992, 998 (1998) (holding that a governmental medical services professional liability endorsement did not provide coverage for injuries suffered from an automobile accident involving an ambulance because the emergency medical technician driving the ambulance was not providing professional medical services to the injured parties when he was involved in the accident that caused their injuries)
Oklahoma	Gulf Ins. Co. v. Gold	Platte River Ins. Co. v.	Gulf Ins. Co. v. Gold	Mutual Assur.

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	Cross Ambulance Service Co., 327 F.Supp. 149 (W.D.Okla.1971) (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. Whether particular work is of a professional nature is determined by the work in question and not by the title of the worker)	Seminole Healthcare, 2010 U.S. Dist. LEXIS 105179 (E.D. Okla. Sept. 30, 2010) (holding that claim arising from physician's failure to inform patient of recommendation that a lung scan be performed excluded by exclusion because that the rendering of follow-up care, its advisability, risks, and nature requires "specialized knowledge, labor, or skill)	Cross Ambulance Service Co., 327 F.Supp. 149 (W.D.Okla.1971) (holding that ambulance service is primarily manual and while it may require skill on the part of those who render the service, it does not require knowledge of an advanced type in a field of learning customarily acquired after a long period of specialized intellectual instruction.)	Administrators v. United States Risk Underwriters, Inc., 993 P.2d 795 (Okla. Civ. App. 1999) (holding that policy issued to insured as third party administrator of group health benefits did not cover claim alleging misconduct in the solicitation and retention of clients)
Oregon	Multnomah County v. Oregon Automobile Ins. Co., 256 Or. 24, 470 P.2d 147 (1970) (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)	Multnomah County v. Oregon Automobile Ins. Co., 256 Or. 24, 470 P.2d 147 (1970) (holding that jail medical technician was rendering professional services when she failed to give prisoner an insulin shot because the decision to give or withhold insulin required the application of special learning)	Hedmann v. Liberty Mut. Fire Ins. Co., 158 Ore. App. 510, 974 P.2d 755 (1999) (claim that physician negligently prescribed a drug in order to maintain sexual relationship and exert control over patient was not precluded by the exclusion because the alleged negligence was the use of a prescription drug to seduce and subjugate the patient and did not involve medical treatment)	
Pennsylvania	Harad v. Aetna Cas. & Surety Co., 839 F.2d 979 (3d Cir. 1988) (a professional service or act is one arising out of a vocation, calling,	Harad v. Aetna Cas. & Surety Co., 839 F.2d 979 (3d Cir. 1988) (applying exclusion contained in business liability policy for claim against attorney	Am. W. Home Ins. Co. v. Donnelly Distrib., 2011 U.S. Dist. LEXIS 106039 (E.D. Pa. Sept. 15, 2011) (refusing to	Visiting Nurse Assoc. of Greater Philadelphia v. St. Paul Fire and Marine Ins. Co., 65 F.3d 1097 (3d Cir. 1995)

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	occupation, or employment involving specialized knowledge, labor, or skill) Physicians Ins. Co. v. Pistone, 555 Pa. 616, 726 A.2d 339 (1999) (professional act or service is one arising out of a vocation, calling, occupation or employment involving specialized knowledge, labor or skill, and the skill involved is predominantly mental or intellectual, rather than physical or manual)	alleging malicious prosecution). Lumbermens Mut. Cas. Co. v. Erie Ins. Co., 2007 U.S. Dist. LEXIS 74568 (E.D. Pa. Oct. 4, 2007) (applying exclusion to auto accident claim filed against the insured resulting from stop sign obscured by vegetation when insured engineering company failed to properly perform inspection service and control roadside vegetation) Legion Indem. Co. v. CareStat Ambulance, Inc., 152 F. Supp. 2d 707 (E.D. Pa. 2001) (dispatching an ambulance in a timely manner and notifying someone that no ambulance was available are professional services as described in a professional services exclusion)	apply exclusion to bodily injury claim sustained when pedestrian tripped on plastic tie used by company to bind newspapers for delivery) Hartford Cas. Ins. Co. v. New Hope Healthcare, Inc., 2011 U.S. Dist. LEXIS 26987 (E.D. Pa. Mar. 16, 2011) (exclusion did not preclude a duty to defend a wrongful death claim against personal care home involving when facility allowed decedent to leave the facility unsupervised because suit alleged breaches of professional and non-professional duties) Scottsdale Indem. Co. v. Hartford Cas. Ins. Co., 2008 U.S. Dist. LEXIS 2454 (E.D. Pa. Jan. 14, 2008) (refusing to apply exclusion to negligence claim against insured providing safety inspection services for injuries sustained when worker fell from a ladder because the services the insured provided (to point out but not rectify safety violations) involved something less than a vocation or calling and	(concluding that suit alleging monopolistic business practices and antitrust violations by a rival health care provider did Cincinnati Ins. Co. v. Stonebridge Fin. Corp, 2011 U.S. Dist. LEXIS 67991 (E.D. Pa. June 23, 2011) (claims against a financial institution regarding loan commitment agreements covered under professional liability policy.) Biborosch v. Transamerica Ins. Co., 412 Pa. Super. 505, 603 A.2d 1050, 1053 (Pa. Super.), appeal denied, 532 Pa. 653, 615 A.2d 1310 (Pa. 1992) (holding that insurer had duty to defend against a suit for wrongful termination brought by an employee of a general insurance agent because policy not only covered the insured as an insurance broker, but also a general agent or manager) Transcore v. Caliber One Indem. Co., (Pa. Super. Ct. Apr. 27, 2009) (holding that professional liability

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			was closer to a proficiency in the performance of a task)	policy did not provide coverage for a patent infringement claim brought by third-party against company that supplied and installed transponders)
Rhode Island	Sanzi v. Shetty, 864 A.2d 614 (R.I. 2005) (something more than an act flowing from mere employment or vocation is essential. The act or service must be such as exacts the use or application of special learning or attainments of some kind)			
South Carolina	South Carolina Medical Malpractice Liability v. Ferry, 291 S.C. 460, 354 S.E.2d 378 (1987) (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. Empire Fire & Marine Ins. Co., 2006 U.S. Dist. LEXIS 83800 (D.S.C. Nov. 16, 2006) (refusing to apply exclusion to claim against ambulance service insured when insured failed to properly secure patient constituted professional services because securing and transporting an individual on a rolling stretcher requires specialized knowledge)	Isle of Palms Pest Control Co. v. Monticello Ins. Co., 319 S.C. 12, 559 S.E.2d 318 (S.C. Ct. App. 1994) (claim alleging failure of the exterminator insured to identify termite inspection was not precluded because if inspection services were profession services then extermination services would also have been excluded, and the entire policy would have been useless to the insured)	Bradford & Bradford, P.A. v. Attorneys Liab. Prot. Soc'y, Inc., 2010 U.S. Dist. LEXIS 111923 (D.S.C. Oct. 20, 2010) (concluding that claim by bank against law firm for the firm's unwitting participation in an alleged check cashing scheme did not qualify as professional services under firm's professional liability policy)
South Dakota	St. Paul Fire & Marine Ins. Co. v. Engelmann, 2002 SD 8, 639 N.W.2d 192 (2002) (professional acts or			

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	services are those that entailing the performance of a vocation, calling, or occupation requiring learning and intellectual skill)			
Tennessee	St. Paul Fire & Marine Ins. Co. v. Torpoco, 1993 Tenn. App. LEXIS 43 (1993) (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 in predominantly mental or intellectual, rather than physical or manual) St. Paul Fire & Marine Ins. Co. v. Couch, 1990 Tenn. App. LEXIS 597 (1990) (same)	Trinity Universal Ins. Co. v. Turner Funeral Home, Inc., 2003 U.S. Dist. LEXIS 27205 (E.D. Tenn. Dec. 12, 2003) (claims involving funeral home's sending corpses to crematory that did not properly dispose of bodies arose out of professional services and were excluded under the policy)		Trinity Universal Ins. Co. v. Turner Funeral Home, Inc., 2003 U.S. Dist. LEXIS 27205 (E.D. Tenn. Dec. 12, 2003) (claims involving funeral home's sending corpses to crematory that did not properly dispose of bodies fell within coverage of professional liability policies)
Texas	Atlantic Lloyd's Ins. Co. of Texas v. Susman Godfrey, LLC, 982 S.W.2d 472 (Tex. App. Dallas 1998) (to qualify as a professional service, the task must arise out of acts particular to the individual's specialized vocation and an act of professional service is not deemed a professional service merely because it is performed by a professional. Instead, it	Admiral Ins. Co. v. Ford, 607 F.3d 420 (5th Cir. 2010) (holding that non-technical tasks involved in implementation of a drilling plan require specialized training and knowledge as part of the fulfillment of a drilling contract and, thus, qualified as a professional service)		Landmark Am. Ins. Co. v. Soutex Surveyors, Inc., 2010 U.S. Dist. LEXIS 140966 (E.D. Tex. Dec. 22, 2010) (concluding that land surveyor's failure to warn of subsequently discovered survey elevation errors constituted a failure to render a professional service when discovery of such errors is premised on

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	must be necessary for the professional to use his specialized knowledge or training.)			knowledge obtained from surveying experience and when surveying expertise underlines the alleged failure to warn) Gregg & Valby, LLP v. Great Am. Ins. Co., 316 F. Supp.2d 505 (S.D. Tex. 2003) (law firm's billing and fee-setting practices were not professional services but rather merely administrative tasks inherent to all businesses) Atlantic Lloyd's Ins. Co. of Texas v. Susman Godfrey, LLC, 982 S.W.2d 472 (Tex. App. Dallas 1998) (holding that alleged defamatory solicitation letter sent by an attorney did not implicate a professional service because soliciting clients was not incidental to the profession and because it did not require the specialized skills particular to the legal profession)
Utah		Fire Ins. Exch. v. Alsop, 709 P.2d 389 (Utah 1985) (applying exclusion to claims against chiropractor who performed treatment		

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		during patient's labor and delivery)		
Vermont		Maine Mut. Fire Ins. Co. v. Tinker, 178 Vt. 522, 872 A.2d 360 (2005) (concluding that exclusion applies in business policy for damages caused as a result of services provided as a land surveyor)		
Virginia	St. Paul Fire and Marine Ins. Co. v. Jacobson, 826 F. Supp. 155 (E.D. Va. 1993) (court must look to the nature of the insured's act or conduct, not to the insured's title and for an act to constitute a professional service it must be such as exacts the use or application of special learning or attainment of some kind)	Bohreer v. Erie Ins. Group, 475 F. Supp.2d 578 (E.D. Va. 2007) (holding that claim against funeral home for improperly cremating the decedent fell within the scope of the exclusion as they arose out of or were inextricably intertwined with the professional service of cremation)	Capitol Envtl. Servs. v. N. River Ins. Co., 536 F. Supp. 2d 633 (E.D. Va. 2008) (concluding that the exclusion did not bar coverage for an automobile accident involving the insured's empty trash truck on the grounds that the exclusion was ambiguous and the accident at issue in no way involved "operations including the transportation of waste handling)	Minnesota Lawyers Mut. Ins. Co. v. Antonelli, Terry, Stout &Kraus, LLP, 2010 Dist. LEXIS 122836 (E.D. Va. Nov. 18, 2010) (finding that breach of fiduciary duty claim involving interests in wireless email technology arose out of legal advice rendered by the insureds for purposes of their lawyers professional liability policy)
Washington	Standard Fire Ins. Co. v. Blakeslee, 54 Wash. App. 1, 771 P.2 1172 (Wash. Ct. App. 1989) (in determining whether a particular act involves professional services, courts look to the act itself, rather than the title of the party performing the act or the place where the act occurred)	Planet Earth Found. v. Gulf Underwriters Ins. Co., 2005 Wash. App. LEXIS 3093 (Wash. Ct. App. Dec. 5, 2005) (applying exclusion to claim against nonprofit provider of advertising and public relation services because the services provided required specialized knowledge and skills that were predominantly		Woo v. Fireman's Fund Ins. Co., 164 P.3d 454 (Wash. 2007) (concluding that claim against dentist arising from practical joke played on patient gave rise to a duty to defend under professional liability policy) Chi. Ins. Co. v. Ctr. for Counseling &

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	Planet Earth Found. v. Gulf Underwriters Ins. Co., 2005 Wash. App. LEXIS 3093 (Wash. Ct. App. Dec. 5, 2005) (a professional 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)	mental and intellectual) Evanston Ins. Co. v. Clark County, 2011 U.S. Dist. LEXIS 131828 (W.D. Wash. Nov. 14, 2011) (applying exclusion to wrongful death claims by family of inmate who committed suicide while incarcerated because, in the context of the case, professional services includes all activities performed by medical personnel directed at the treatment of the patient)		Health Res., 2011 U.S. Dist. LEXIS 35616 (W.D. Wash. Mar. 21, 2011) (claim involving billing practices of health center do not constitute professional services)
West Virginia	Boggs v. Camden-Clark Mem. Hosp. Corp., 225 W. Va. 300, 693 S.E.2d 53 (2010) (professional services denotes those services rendered by someone with particularized knowledge or skill in his or her chosen field)	Boggs v. Camden-Clark Mem. Hosp. Corp., 225 W. Va. 300, 693 S.E.2d 53 (2010) (applying exclusion contained in commercial general liability policy to malicious prosecution claims asserted against attorney by non-client because the claim arose exclusively out of his legal representation) Webster County Solid Waste Auth. v. Brackenrich & Assoc., 217 W. Va. 304, 617 S.E.2d 851 (2005) (holding that exclusion applied to action alleging negligent inspection of professional engineering services in the design and supervision of the construction of a landfill) State Auto. Mut. Ins. Co. v. Alpha Eng'g Servs.,	Johnson v. Acceptance Ins. Company, 292 F. Supp. 2d 857 (N.D. W. Va. 2003) (refusing to apply exclusion to wrongful death action against insured that operated homes for mentally disabled after patient was struck and killed by automobile because services provided to patient were supervisory and custodian in nature, not professional, and because term "professional services" was ambiguous)	