

General Liability Policy Excludes Professional Services

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A Louisiana appellate court has held that a professional services exclusion in a general liability policy barred coverage for allegations that an architecture firm was negligent in supervising repair work on a roof. *Doucet v. Huffine Roofing & Constr.*, No. 02-CA-1049, 2003 WL 468485 (La. Ct. App. Feb. 25, 2003).

The insurer issued a general liability policy to an architecture firm that excluded coverage for "bodily injury, property damage or personal injury due to rendering or failure to render any profession [sic] services or treatments." Professional services was defined to include "engineering, drafting, surveying or architectural services." A complaint was filed against the architecture firm alleging that the firm negligently supervised the repair and replacement of a roof. The insurer filed for summary judgment, arguing that the professional services exclusion barred coverage.

The appellate court agreed with the insurer. The court reasoned that the exclusion in the policy for professional services was "clear and unambiguous." The court also noted that the architecture firm "understood that a separate policy for coverage of professional liability was required, because the firm has such a policy" with another insurer.

For more information, please contact one of WRF's Professional Liability Attorneys at 202.719.7130