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Indiana District Court Finds Crane Inspection Services Do Not Trigger “Professional Services” Exclusion in Liability Policy

BY: Jason Taylor

In *Crane 1 Holdco, Inc. et al. v. Continental Ins. Co.*, 23-cv-205 (N.D. Ind. Jan 12, 2026), the District Court for the Northern District of Indiana had occasion to interpret the scope and meaning of the term “professional services” in an excess liability policy exclusion. By way of background, Robert Coppage was crushed by a crane while at work. He was seriously injured and later received a significant settlement in a state court civil action against the company that inspected the crane, Crane1. Crane1 sought coverage for the settlement under a first layer excess policy issued by Continental Insurance Company, which included an exclusion for any “liability arising out of the actual or alleged rendering of, or failure to render, any professional services by the Insured or any other person for whose acts the Insured is legally responsible.” The underlying complaint alleged that Crane1 was negligent in its modification, services, maintenance, inspection, and/or repair of the crane.

The excess policy defined “professional services” to include “inspections” done by architectural and engineering professionals. However, the District Court ultimately found that the insured’s crane inspections did not clearly and unmistakably bring the professional services exclusion into play. The District Court reasoned that the exclusion did not apply because the inspection did not require specialized knowledge or skill, and thus, the inspectors were not performing “professional services.” For example, the court noted that Crane1’s inspectors were not required to have any specialized training or experience, and they were high school educated or the equivalent. The inspectors did not have the authority to initiate or make repairs on the crane if they saw an issue, and they did not have the authority to take it out of service. Rather the inspectors could only make recommendations to the customer about items that need to be repaired. As such, the inspectors did not implement any specialized training or skill, interpret any data, troubleshoot, or conduct any repairs. Rather, Crane1 inspectors conducted routine visual inspections of the crane and manual operating tests like testing the hoist and crane and captured those results on a checklist.

Based on the testimony and evidence, the District Court held that the inspectors were not performing “professional services” under the policy, and therefore, the exclusion did not apply. Accordingly, Crane1 was entitled to coverage under the applicable insurance policy.