

ILLINOIS OFFICIAL REPORTS
Appellate Court

Patrick Engineering, Inc. v. Old Republic General Insurance Co.,
2012 IL App (2d) 11111

Appellate Court Caption	PATRICK ENGINEERING, INC., and COMMONWEALTH EDISON COMPANY, Plaintiffs-Appellants and Counterdefendants, v. OLD REPUBLIC GENERAL INSURANCE COMPANY, Defendant-Appellee and Counterplaintiff.
District & No.	Second District Docket No. 2-11-1111
Filed	July 20, 2012
Held <i>(Note: This syllabus constitutes no part of the opinion of the court but has been prepared by the Reporter of Decisions for the convenience of the reader.)</i>	Where a utility company contracted with an engineering firm for design services in connection with the relocation of utility poles and the contract required the engineering firm to obtain insurance naming the utility as an additional insured, the policy obtained required the insurer to provide coverage for the property damage that occurred when the utility smashed a sewer while working on the project, regardless of the insurer's contention that the damages could be traced to the engineering firm's professional services and the professional-services exclusion barred coverage, since the separation-of-insureds clause allowed the utility's work to be considered independently of the engineering firm's work, and viewed in that light, the policy provided coverage.
Decision Under Review	Appeal from the Circuit Court of Du Page County, No. 10-MR-1184; the Hon. Bonnie M. Wheaton, Judge, presiding.

Judgment	Reversed.
Counsel on Appeal	<p>Phillip A. Luetkehans and Brian J. Armstrong, both of Schirott, Luetkehans & Garner, P.C., of Itasca, and William K. McVisk and Tatum H. Lytle, both of Johnson & Bell, Ltd., of Chicago, for appellants Patrick Engineering, Inc., and Commonwealth Edison Company.</p> <p>Mark E. Christensen, Jack C. Hsu, Kirsten Radler Waack, and Christopher D. Bell, all of Christensen & Ehret, LLP, of Chicago, for appellee.</p>
Panel	<p>PRESIDING JUSTICE JORGENSEN delivered the judgment of the court, with opinion.</p> <p>Justices Hutchinson and Burke concurred in the judgment and opinion.</p>

OPINION

¶ 1 Plaintiffs, Patrick Engineering, Inc. (Patrick), and Commonwealth Edison Company (ComEd), appeal the trial court’s ruling granting summary judgment in favor of defendant, Old Republic General Insurance Company (Old Republic), wherein the court found that Patrick’s insurance policy’s professional-services exclusion barred ComEd, an additional insured, from coverage. For the reasons that follow, we reverse.

¶ 2 style="text-align: center;">I. BACKGROUND

¶ 3 style="text-align: center;">A. Underlying Litigation

¶ 4 In June 2004, ComEd entered into a two-part consulting services agreement with Patrick. Pursuant to the agreement, Patrick provided engineering design services to ComEd. The agreement required Patrick to procure commercial general liability (CGL) insurance for ComEd:

“Consultant [Patrick] shall provide and maintain *** insurance coverage *** including: *** commercial general liability insurance (with coverage *** [for] *** property damage *** with a combined single limit of not less than one million dollars ***). *** [T]he liability insurance polic[y] *** shall name [ComEd] *** as [an] additional insured[].”

¶ 5 In March 2008, ComEd directed Patrick to design the relocation of ComEd’s utility poles along South Main Street in Lombard. While working on the relocation project, ComEd

smashed through an underground sewer facility in at least four separate locations. In January 2010, the Village of Lombard initiated the underlying litigation against ComEd, alleging that ComEd acted negligently.

¶ 6 In February 2010, ComEd tendered its defense to Old Republic, the insurer with which Patrick had procured CGL insurance, requesting that Old Republic defend and indemnify it in the underlying litigation. ComEd represented to Old Republic that it was an additional insured under the policy's additional-insured endorsement. ComEd also tendered its defense to Patrick.¹

¶ 7 In April 2010, Patrick tendered to Old Republic the underlying litigation. Patrick requested that Old Republic defend and indemnify ComEd in the underlying litigation.

¶ 8 Old Republic denied coverage for ComEd, and it subsequently refused several requests for reconsideration. Old Republic seemed to accept that ComEd was an additional insured, but it denied coverage based on the CGL policy's professional-services exclusion.²

¶ 9 **B. The Instant Suit**

¶ 10 In August 2010, Patrick brought the instant suit against Old Republic for declaratory judgment. Patrick sought a declaration that the CGL policy required Old Republic to defend and indemnify ComEd as an additional insured in the underlying litigation. Additionally, ComEd filed its own claim against Old Republic, seeking defense and indemnification in the underlying litigation.

¶ 11 In May 2011, Old Republic counterclaimed, seeking a declaration that the CGL policy does not provide coverage for ComEd in the underlying litigation. Patrick, ComEd, and Old Republic each filed a motion for summary judgment. Each fully briefed its respective motion and the trial court heard argument.

¶ 12 The parties agreed that the CGL policy covered general liability for damage arising out of nonprofessional or labor-based services, and not for damage arising out of professional services; according to all parties, that is the purpose of the CGL policy. The parties further agreed that Patrick, the named insured, provided only professional services, in the form of engineering design (and, therefore, clearly was barred from coverage), and that ComEd, the additional insured, provided no professional services. Old Republic, however, argued that

¹Though not critical to this appeal, ComEd also filed a third-party complaint against Patrick in the underlying litigation, alleging, among other claims, that Patrick breached its agreement with ComEd by failing to procure the appropriate insurance.

²Its denial letter stated, "the [additional-insured endorsement CG EN GN 0080 06 08] only provides coverage for a putative additional insured's liability 'arising out of your [Patrick's] work.' The [additional-insured endorsement CG 20 37 07 04] provides coverage only for liability 'caused, in whole or in part, by your [Patrick's] work.' Here, to the extent ComEd is a putative insured under these endorsements, where *** Patrick has confirmed that it performed only engineering work, the policy's [professional-services exclusion] excludes coverage not only for Patrick but also for ComEd."

the policy's professional-services exclusion nevertheless barred coverage for ComEd. The professional-services exclusion stated that the insurance did not apply to property damage arising out of professional services by Patrick or any engineer who is either employed by Patrick or performing work on Patrick's behalf. Old Republic essentially argued that, because the damage arose, even in part, out of Patrick's professional services, and because the policy did not cover damage arising out of Patrick's professional services, the professional-services exclusion barred ComEd from coverage. Plaintiffs responded by invoking the policy's separation-of-insureds clause, which they argued allowed for ComEd's coverage to be determined independently of Patrick and that, because the damage (also) arose out of ComEd's nonprofessional (labor) services, the professional-services exclusion did not bar ComEd's coverage.

¶ 13 The court granted summary judgment in favor of Old Republic and against plaintiffs. The court's explanation was brief; it simply stated that it was "very, very clear that these activities [were] excluded" under the CGL policy's professional-services exclusion.

¶ 14 II. ANALYSIS

¶ 15 Plaintiffs appeal the trial court's ruling granting summary judgment in favor of Old Republic, wherein the court found that the professional-services exclusion barred coverage for ComEd. Summary judgment shall be rendered if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. 735 ILCS 5/2-1005(c) (West 2010). We review *de novo* the trial court's grant or denial of summary judgment. *State Automobile Mutual Insurance Co. v. Habitat Construction Co.*, 377 Ill. App. 3d 281, 285 (2007).

¶ 16 At issue is the interpretation of the CGL policy, particularly the interplay among: (1) the separation-of-insureds clause; (2) the additional-insured endorsement; and (3) the professional-services exclusion. The CGL policy is structured as a 16-page "COMMERCIAL GENERAL LIABILITY COVERAGE FORM" (general form), and it contains the critical separation-of-insureds clause. Numerous endorsements serving as amendments to the policy are attached to the general form, including the additional-insured endorsement and the professional-services exclusion (also an endorsement). We quote the relevant portions below.

¶ 17 The general form, including the separation-of-insureds clause (CG 00 01 12 07) reads in part:

"COMMERCIAL GENERAL LIABILITY COVERAGE FORM

* * *

Throughout this policy the words 'you' and 'your' refer to the Named Insured[, *i.e.*, Patrick] shown in the declarations. ***

The word 'insured' means any person or organization qualifying as such under Section II—Who is an insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V—Definitions.

* * *

SECTION IV—*** CONDITIONS

* * *

7. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured[, *i.e.*, any additional insured under Section II of the additional-insured endorsement] against whom claim is made or ‘suit’ is brought.

* * *

SECTION V—DEFINITIONS

* * *

22. ‘Your [Patrick’s] Work’:

a. Means:

- (1) Work or operations performed by you [Patrick] or on your [Patrick’s] behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.”

¶ 18 The additional-insured endorsement (CG EN GN 0080 06 08; CG 20 37 07 04) reads in part:

“**ADDITIONAL INSURED [ENDORSEMENT]** ***

This endorsement modifies insurance provided in the *** COMMERCIAL GENERAL LIABILITY COVERAGE PART.

* * *

Name of Person or Organization: Where required by contract.

* * *

Section II—Who Is an Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising [in whole or in part³] out of ‘your [Patrick’s] work’ at the location designated and described in the

³As noted above, the policy actually has more than one additional-insured endorsement under which ComEd can establish its status as an additional insured. The parties choose the endorsement that ends in 08 for purposes of argument, but per its denial letter, Old Republic acknowledges that the endorsement ending in 04, which adds the “in whole or in part” language, applies as well. In any case, because, in the context of insurance law, the language “arising out of” broadly favors the insured, invokes “but for” causation rather than “proximate” causation (*Habitat*, 377 Ill. App. 3d at 286), and is satisfied if there is *any* causal connection (*Maryland Casualty Co.*

schedule of this endorsement performed for that insured ***.”

¶ 19

And, the professional-services exclusion (CG 22 43 07 98) reads in part:

**“EXCLUSION—ENGINEERS, ARCHITECTS OR SURVEYORS
PROFESSIONAL LIABILITY [ENDORSEMENT]**

This endorsement modifies insurance provided in the *** COMMERCIAL GENERAL LIABILITY COVERAGE PART.

* * *

This insurance does not apply to *** ‘property damage’ *** arising out of the rendering of or failure to render any professional services by you [Patrick] or any engineer, architect or surveyor who is either employed by you [Patrick] or performing work on your [Patrick’s] behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.”

¶ 20

Plaintiffs argue that the professional-services exclusion does not apply to ComEd. They contend that the trial court did not properly apply the separation-of-insureds clause in finding that the professional-services exclusion applied to ComEd. Plaintiffs reason that, once it is established that ComEd is an additional insured (a status that Old Republic initially did not dispute and an issue that will be addressed later in our analysis), the separation-of-insureds clause requires that the applicability of the professional-services exclusion to ComEd be determined separately. In other words, plaintiffs assert, ComEd may rely on the “arising-out-of-[Patrick’s]-work” language in the additional-insured endorsement to claim status as an additional insured (even though Patrick’s work was professional), and then rely on the separation-of-insureds clause to claim coverage for its own, nonprofessional causal role. As will be shown, case law acknowledges the possibility of multiple causes, and it supports plaintiffs’ position as reasonable, such that ComEd is covered by the policy and Old Republic is required to defend and indemnify ComEd.

¶ 21

An insurance policy is a contract, and construction of its provisions is a question of law. *State Farm Fire & Casualty Co. v. Hooks*, 366 Ill. App. 3d 819, 823 (2006). In construing an insurance policy, the primary function of the court is to ascertain and enforce the intent of the parties as expressed in the agreement. *Crum & Forster Managers Corp. v. Resolution Trust Corp.*, 156 Ill. 2d 384, 391 (1993). To ascertain the intent of the parties and the meaning of the words used in the insurance policy, the court must construe the policy as a whole, taking into account the type of insurance for which the parties have contracted, the risks undertaken and purchased, the matter that is insured, and the purposes of the entire contract. *Id.* The insurance policy must be liberally construed in favor of the insured. *Hooks*,

v. Chicago & North Western Transportation Co., 126 Ill. App. 3d 150, 154 (1984)), the phrase “arising out of” implies the words “in whole or in part” whether they are written or not.

366 Ill. App. 3d at 823.

¶ 22 Courts have interpreted separation-of-insureds clauses to provide each insured, whether named or additional, with separate coverage. *United States Fidelity & Guaranty Co. v. Globe Indemnity Co.*, 60 Ill. 2d 295, 299 (1975). A provision providing that the “ ‘insurance applies *** [s]eparately to each insured against whom claim is made,’ ” as here, shows that the insurer recognizes an obligation to additional insureds distinct from its obligation to the named insured. See *id.* This means that it is as though each insured is separately insured with a distinct policy, subject to the liability limits of the policy. *Id.*

¶ 23 Here, both the duty to defend and the duty to indemnify are at issue. Typically, an insurer’s duty to defend an insured is broader than its duty to indemnify. *Habitat*, 377 Ill. App. 3d at 285. The duty to defend is triggered where facts alleged in a suit merely “potentially fall” within the terms of the policy, whereas the duty to indemnify arises only if the facts alleged “actually fall” within coverage. *United States Fidelity & Guaranty Co. v. Shorenstein Realty Services, L.P.*, 700 F. Supp. 2d 1003, 1016 (N.D. Ill. 2010) (discussing Illinois law). However, an exclusion may bar coverage, *i.e.*, may release an insurer from its duty to indemnify, *only* where the application of that exclusion is clear and free from doubt. *St. Paul Fire & Marine Insurance Co. v. Antel Corp.*, 387 Ill. App. 3d 158, 167 (2008). Drawing from these principles, when the question of indemnification turns upon an exclusion, the narrow duty to indemnify broadens: the question of whether the alleged facts “actually fall” within coverage is answered in the affirmative if there is any doubt that the exclusion applies.

¶ 24 Illinois case law involving a professional-services exclusion and its applicability to an additional, as opposed to a named, insured is limited; however, two persuasive federal cases applying Illinois law and involving substantively similar separation-of-insureds clauses are precisely on point. Plaintiffs first discuss *Habitat*, an Illinois case wherein the court found that the additional insured was covered because the professional-services exclusion did not apply to it. *Habitat*, 377 Ill. App. 3d at 292. In *Habitat*, the professional-services exclusion read:

“The insurance provided the additional insured does not apply to *** ‘bodily injury,’ [or] ‘property damage,’ *** arising out of an architect’s, engineer’s, or surveyor’s rendering of or failure to render professional services ***.” (Internal quotation marks omitted.) *Id.* at 283.

The *Habitat* court found that, because the additional insured was not an architect, engineer, or surveyor, the professional-services exclusion had no application and the insurer was required to provide coverage. *Id.* at 292.

¶ 25 *Habitat* did not, however, involve a separation-of-insureds clause or consider whether the additional insured would be covered if the injury also arose out of the named insured’s acts as an architect, engineer, or surveyor. Plaintiffs, of course, extrapolate that the *Habitat* court would have found the additional insured covered under such circumstances, because the court’s actual finding was based entirely on the nonprofessional nature of the additional insured’s causal role (*id.*), regardless of whether another entity’s causal role might have been professional.

¶ 26 Plaintiffs next discuss the two federal cases, each of which has strong persuasive value and each of which involves an interplay between a separation-of-insureds clause and a professional-services exclusion. In the first of these cases, *Shorenstein*, the additional insured, like ComEd, hired a consulting engineering firm that, by agreement, obtained in its own name CGL insurance covering the additional insured. *Shorenstein*, 700 F. Supp. 2d at 1007. As in the instant case, the named insured performed professional services in connection with the project and the additional insured did not provide professional services. *Id.* at 1007, 1010. However, the court held that, pursuant to the separation-of-insureds clause, the applicability of the professional-services exclusion to each insured should be determined separately. *Id.* at 1015. Despite the named insured’s provision of professional services, the insurer was required to provide the additional insured with coverage because the additional insured did not perform professional services in connection with the project. *Id.* at 1010, 1015 (agreeing that “the question is not whether [the named insured] performed professional services but whether [the additional insured] did so”).

¶ 27 Likewise, in *City of Chicago v. St. Paul Fire & Marine Insurance Co.*, No. 97 C 5756, 1998 WL 111564, at *3-4 (N.D. Ill. Mar. 11, 1998) (later relied upon and endorsed by *Shorenstein*), the court found that the professional-services exclusion did not preclude coverage for the additional insured. There, as here, the named insured provided only professional services, and the additional insured did not engage in any professional services. *Id.* at *3. The additional-insureds endorsement stated that the policy provided coverage to additional insureds only if the damage “results from” work done by or for the named insured. *Id.* The professional-services exclusion stated that the insurance would not cover injury or damage that “results from the performance of or failure to perform architect, engineer or surveyor professional services.” *Id.* The court found reasonable the interpretation that one may rely on the “results from” language in the additional-insureds endorsement to claim status as an additional insured, and then rely on the separation-of-insureds clause to claim coverage for its own causal role even where the professional-services exclusion precludes coverage for the named insured. *Id.* The court accepted the additional insured’s explanation that the “results from” language in both the additional-insureds endorsement and the professional-services exclusion was broad enough to recognize the possibility of multiple causes. *Id.* The court concluded:

“The *** policy does not clearly rule out the possibility of the [additional insured] receiving coverage where the [named insured] is denied coverage. *** True, the policy requires the covered injury or damage to result from work done by or for [the named insured], and [the named insured] may have only done professional work. But the policy does not speak clearly to the situation presented here: injuries that allegedly ‘result from’ both (1) [professional] work done by [the named insured] and (2) the additional insured’s [nonprofessional] negligence. The [additional insured] presents a reasonable argument that the [separation] clause renders the professional[-]services exclusion inapplicable here. At the very least, its applicability is not free from doubt. Accordingly, the exclusion does not apply.” *Id.* at *4.

¶ 28 We agree with plaintiffs that *Habitat*, *Shorenstein*, and *City of Chicago* support their position. *Shorenstein* and *City of Chicago*, in particular, involve scenarios where the named

insured provided professional services and the additional insured did not. Given that an insurer must defend an insured if a suit merely potentially falls within the terms of the policy and that an exclusions' applicability must be free from doubt in order to preclude coverage, we reverse the trial court's grant of summary judgment to Old Republic and its denial of summary judgment to plaintiffs.

¶ 29 Old Republic's arguments are unpersuasive. Old Republic agreed at oral argument that the rulings in *Habitat*, *Shorenstein*, and *City of Chicago* were reasonable. Old Republic argues, however, that *Habitat*, *Shorenstein*, and *City of Chicago* are distinguishable on the following ground: the professional-services exclusions in those cases did not refer expressly to the named insured by stating, as here, that damage arising out of professional services "by [or for] you" are excluded. See, e.g., *Habitat*, 377 Ill. App. 3d at 283 (insurance does not apply to damage arising out of " 'an architect's, engineer's, or surveyor's rendering of or failure to render professional services' "); *Shorenstein*, 700 F. Supp. 2d at 1007 (insurance does not apply to damage due to the rendering or failing to render any professional services "by or on behalf of any insured"); *City of Chicago*, 1998 WL 111564, at *3 (insurance does not apply to damage that results from the performance or failure to perform " 'architect, engineer, or surveyor professional services' "). Old Republic argues that, here, plaintiffs ignore that the words "you" and "your" are defined as the named insured, Patrick, and not as ComEd. We disagree. In fact, to avoid confusion on the matter, in quoting the policy this court has inserted in brackets the word "Patrick" wherever the words "you" and "your" are used, to show that our analysis does indeed depend on defining "you" and "your" as Patrick.

¶ 30 In any case, that the professional-services exclusion in the instant policy expressly refers to Patrick, the named insured, as opposed to any insured or any professional, is an irrelevant distinction that, if anything, works against Old Republic. The general terms used in the cited cases, i.e., "an engineer," "by or on behalf of any insured," and "engineer professional services," implicate both a named insured and any insured that performed the listed professional services. Limiting the exclusion to professional services "by or for" the named insured, as opposed to any insured or any engineer, would only narrow the applicability of the exclusion and thereby broaden the umbrella of those covered under the policy.

¶ 31 Likewise, we reject Old Republic's argument that the professional-services exclusion in this case should be applied similarly to the cross-liability exclusion in *Archer Daniels Midland Co. v. Burlington Insurance Co. Group, Inc.*, 785 F. Supp. 2d 722 (N.D. Ill. 2011). In *Archer Daniels*, the court found that the policy's separation-of-insureds clause did not allow for one insured to sue another where the policy's cross-liability exclusion precluded just that. *Id.* at 729. *Archer Daniels*, which involves the (lack of) interplay between a separation-of-insureds clause and a cross-liability exclusion, does not provide this court with more guidance than *Shorenstein* and *City of Chicago*, which involve the interplay between a separation-of-insureds clause and a professional-services exclusion, as is at issue before us.

¶ 32 Old Republic's remaining arguments operate independently of *Habitat*, *Shorenstein*, and *City of Chicago*. Old Republic argues, and the trial court agreed, that "any property damage that arose out of Patrick's professional services is not covered by the policy." Under this interpretation of the policy, if Patrick's rendering of professional services played even a minute causal role in the damage, no insured would be covered under the policy. This

interpretation does not account for the possibility of multiple causes (*City of Chicago*, 1998 WL 111564, at *3-4), nor is it a liberal construction in favor of the insured. See, e.g., *Hooks*, 366 Ill. App. 3d at 823.

¶ 33 Old Republic next argues that, (a) because (per the additional-insured endorsement) the liability at issue must arise out of Patrick’s work in order for ComEd to qualify as an additional insured, and (b) because (per the professional-services exclusion) liability arising out of Patrick’s professional work is not covered under the policy, then (c) ComEd’s status as an additional insured is not triggered if the liability arises out of Patrick’s professional work. In other words, Old Republic reads together the additional-insured endorsement and the professional-services exclusion, thereby contending that the additional-insured endorsement *effectively* states: “Section II–Who Is an Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of ‘your [*nonprofessional*] work.’ ”

¶ 34 This interpretation of the policy is problematic in at least two ways. To some extent, it is simply a more sophisticated version of Old Republic’s basic argument, that “any property damage that arose out of Patrick’s professional services is not covered by the policy.” Therefore, it, too, fails to allow for the possibility of multiple causes or allow for a liberal construction in favor of the insured. More critically, however, Old Republic’s selective harmonization of only two provisions in the policy fails to account for a third provision: the separation-of-insureds clause. Again, the function of a separation-of-insureds clause is to provide an additional insured with a policy distinct from the insurer’s obligation to the named insured. *Globe*, 60 Ill. 2d at 299. Under a separation-of-insureds clause, an exclusion’s applicability to each established insured is to be determined separately (*id.*)—the exclusion does not, as under Old Republic’s interpretation, establish the status of the additional insured in the first place.

¶ 35 Finally, Old Republic argues that, independent of the professional-services exclusion, ComEd is not an additional insured because the damage at issue did not arise out of Patrick’s work in any sense, professional or otherwise. In Old Republic’s view, although ComEd’s role in the *project* was causally connected to Patrick’s work, ComEd’s role in the *damage* arose solely out of its own negligence in excavating poles. Regardless of the professional-services exclusion, the additional-insured endorsement provides that an organization is an additional insured only with respect to liability arising out of, in whole or in part, Patrick’s work. This is Old Republic’s only argument that does not base the denial of coverage on the professional-services exclusion.

¶ 36 Although this argument might have some common-sense appeal if one were to rely on colloquial, rather than term-of-art, definitions of causation, Old Republic cites no case law to support it. And, to the contrary, the case law supports that *any* causal connection between Patrick’s work and the liability is sufficient to establish ComEd’s status as an additional insured. See, e.g., *Maryland*, 126 Ill. App. 3d at 154. Moreover, although we can affirm the trial court’s ruling on any basis found in the record, this argument is somewhat disingenuous; it is not the position taken by Old Republic at earlier stages, from its initial denial of coverage to its motion for summary judgment, each of which turned on the professional-services exclusion. In fact, at other points in its brief, Old Republic seems to admit that its

only basis for denying coverage to ComEd is the professional-services exclusion and that it otherwise considers ComEd an additional insured: “[that any causal connection is sufficient to establish ComEd as an additional insured] might be true if there [were] no professional-services liability exclusion in the policy.”⁴ From the beginning and before the trial court, this case has been about whether the professional-services exclusion barred ComEd from coverage. In its motion for summary judgment, Old Republic failed to meaningfully distinguish the cases supporting plaintiffs or provide any contrary case law. Mindful that policies are to be construed liberally in favor of the insured, we hold that the trial court erred in granting summary judgment to Old Republic.

¶ 37 We reverse the trial court’s grant of summary judgment to Old Republic and denial of summary judgment to plaintiffs. We grant summary judgment to plaintiffs. Because our above reasoning is dispositive, we do not address plaintiffs’ estoppel argument.

¶ 38 III. CONCLUSION

¶ 39 For the aforementioned reasons, we reverse the trial court’s grant of summary judgment to Old Republic and denial of summary judgment to plaintiffs. We grant summary judgment to plaintiffs.

¶ 40 Reversed.

⁴At oral argument, Old Republic conceded that ComEd was an additional insured subject to an application of the professional-services exclusion.