CLIENT ALERTS & INSIGHTS

Is Your PFAS Coverage at Risk? An Ohio Federal Court Ruling Opens the Door to Broader Insurer Denials

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Key Takeaways

- An insurance company denied coverage to a manufacturer of firefighting equipment for PFAS-related personal injury claims. The Northern District of Ohio held that coverage was barred by the occupational disease exclusion in the manufacturer's commercial general liability ("CGL") policy, even though the firefighter plaintiffs were not employees.
- The decision creates a significant barrier to insurance coverage in PFAS product liability cases. It suggests that occupational disease exclusions may apply to third-party claims alleging occupational exposure and are not limited to claims brought by a policyholder's employees.
- Companies that manufacture, distribute, or sell PFAS-containing products used in occupational settings should review their CGL and umbrella programs for occupational disease exclusions and evaluate potential coverage gaps.

Ohio Federal Court Applies Occupational Disease Exclusion to PFAS Claims

The federal holding in *Fire-Dex, LLC v. Admiral Ins. Co.*, the first of its kind, could reshape how insurers respond to PFAS-related coverage demands.[1]

Fire-Dex, a manufacturer of firefighter turnout gear, was sued by firefighters who alleged that exposure to PFAS from the gear caused cancer. Fire-Dex sought coverage under its CGL policies, but Admiral denied coverage under the policies' "occupational disease exclusion," which barred coverage for bodily injury to "any individual" resulting from occupational diseases arising out of the insured's operations or products. Fire-Dex argued that the exclusion applied only to its employees.

Addressing a matter of first impression, the Court held that the phrase "any individual" encompassed non-employees alleging injury from exposure to Fire-Dex's PFAS-containing products in the course of their occupations.

Business Implications for Companies Facing PFAS Claims

The decision gives insurers an additional coverage argument in PFAS-related disputes and may influence how they invoke other CGL exclusions. It is the first known ruling applying an occupational disease exclusion to PFAS-related claims, and is likely to be controversial. Commentators consider it to have potentially extensive ramifications.[2]

The ruling gives insurers a coverage defense in PFAS product-liability cases that is distinct from-and may prove more consequential than-traditional pollution-exclusion arguments. Further, by reading "any individual" to include non-employees, the Court adopted reasoning that could extend to other exclusions using similarly broad language. In-house counsel should therefore review not only occupational disease exclusions, but also pollution, product-related, and other exclusions.

The decision addresses only the occupational disease exclusion and does not impact consumer claims involving PFAS products sold to the general public. Even so, industry experts believe the opinion's reach may be "much broader, or potentially much broader, than either cases involving PFAS or cases specifically involving an occupational disease exclusion."[3] Companies should expect insurers to revisit and potentially expand occupational disease exclusions at renewal.

What Companies Should Do Now

- **Know your exposure.** Identify which company products contain or may contain PFAS and whether they are used in occupational settings-such as PPE, industrial chemicals, firefighting equipment, and similar workplace products.
- **Review your policies.** Pull current CGL and umbrella policies and check whether they contain an occupational disease exclusion. Pay close attention to whether the exclusion applies to "any individual" or only to employees-that distinction now matters more than ever.
- **Assess your coverage rights.** Determine how this ruling affects defense and indemnity rights under both current and historical policies, especially if the company is facing known or threatened PFAS claims.
- **Negotiate at renewal.** Push for narrower occupational disease exclusions, or endorsements that preserve coverage for third-party claims, when your policies come up for renewal.
- **Coordinate your strategy.** In PFAS litigation, align the insurance coverage approach with the company's defenses. Preserve notice and tender rights, and make sure claims are escalated promptly across legal, risk, and business teams.
- **Get the right people involved.** Our team often handles PFAS coverage disputes, litigation defense, and regulatory compliance.

The Benesch team will continue to monitor developments involving PFAS-related coverage disputes and the evolving insurance landscape surrounding PFAS claims. We have extensive experience advising clients on insurance coverage matters, complex litigation, regulatory issues, and risk management strategies, and stand ready to help companies assess the impact of this decision,

preserve coverage rights, and address potential liabilities arising from PFAS-related claims. Contact Laura Kogan or Roger Boyer to discuss your circumstances.

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[1] *Fire-Dex, LLC v. Admiral Ins. Co.*, No. 1:23-CV-01612, 2026 WL 2607665 (N.D. Ohio Sept. 3, 2026).

[2] Abraham Gross, *Firefighter Suit Sparks New Insurer Defense For PFAS Claims*, Law360 (Sep. 10, 2026), https://www.law360.com/insurance-authority/articles/2523694.

[3] *Id.*