PFAS Ruling Extinguishes A Policyholder Path To Coverage

By **Laura Kogan and Roger Boyer** (October 23, 2026)



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In most of the forever chemicals litigation over the past decade, policyholders and insurers continued to wage the environmental coverage wars of the 1990s and 2000s. Pollution-related concepts drove general-liability insurance coverage disputes related to per- and polyfluoroalkyl substances, or PFAS, with courts focusing heavily on the pollution exclusion in many policies.[1]

On Sept. 3, however, the U.S. District Court for the Northern District of Ohio identified a new barrier to PFAS coverage in the context of product liability.

In Fire-Dex LLC v. Admiral Insurance Co., U.S. District Judge Bridget M. Brennan held that under Ohio law, a commercial general liability policy exclusion for "occupational disease" barred coverage for third-party claims of employment-related PFAS exposure from the insured's products.

Such claimants need not be employed by the insured to fall within the occupational-disease exclusion.

In Fire-Dex, the underlying claims arose from first responders' on-the-job use of Fire-Dex's products, not from an environmental release or other incidental exposure.

Judge Brennan held that the plaintiffs — firefighters who had developed cancer they attributed to PFAS — had alleged an "occupational disease" for purposes of the CGL policy exclusion. Because the exclusion was triggered, there was no coverage under the policy.[2]

Last month's decision, now on appeal at the U.S. Court of Appeals for the Sixth Circuit, highlights a significant barrier to insurance coverage in PFAS product liability cases.

Under the reasoning of Fire-Dex, occupational-disease exclusions are not limited to claims brought by a policyholder's employees — they apply equally to third-party claims alleging downstream occupational exposure to PFAS from the operations and products of the insured. This gives insurers a defense well suited for the category of claims that has been most resistant to pollution exclusions.

If it is affirmed or is persuasive to other courts, Fire-Dex is likely to alter the landscape of PFAS coverage litigation and could ultimately affect how PFAS plaintiffs in many contexts plead their tort claims.

The Ruling in Brief

Seeking protection against the underlying suits, which alleged PFAS exposure from its firefighter turnout gear, Fire-Dex turned to its insurance carrier Admiral under its commercial general liability policy, but Admiral denied coverage.[3]

Admiral pointed to the CGL policy's "occupational disease exclusion" barring coverage for

"any 'bodily injury' to any individual resulting from any occupational or environmental disease arising out of any insured's operations, completed operations or products."[4]

Although federal courts faced with this clause had repeatedly sought to defer to state courts' view of the relevant insurance law, Judge Brennan declined to certify this interpretive issue to the Ohio Supreme Court. She determined the policy language was unambiguous.

Under Ohio law, an insurer that relies on an exclusion to deny coverage must meet a high bar: It must show that its reading is "the only one that can fairly be placed on the language" of the exclusion. Admiral's reading met that high standard.[5]

Fire-Dex argued to the court that "occupational disease" is a workers' compensation concept, and that the exclusion therefore applied only to claims by its own employees.[6]

The court rejected this theory on two grounds. First, drawing on dictionaries and the definition for the phrase under Ohio's workers' compensation law, it held that an "occupational disease" is one contracted during and because of employment due to a hazard to which the general public is not equally exposed.[7]

Workers' compensation eligibility is a consequence of that status, not an element of it: "[I]t would be bizarre to say that an illness is an occupational disease when a plaintiff sues his employer but ceases to be an occupational disease when he sues someone else."[8]

Independently, in an analysis specific to the Admiral policy, the court held that the occupational-disease exclusion's phrase "any individual" plainly encompasses nonemployees, and noted that a separate provision of the same policy uses the narrower phrase "any employee."[9]

The court followed R.T. Vanderbilt Co. v. Hartford Accident & Indemnity Co., a 2019 decision of the Connecticut Supreme Court, which reached the same conclusion to deny coverage for such claims "not only by employees of [the insured,] but also by individuals who contracted an occupational disease in the course of their work for other employers."[10]

Occupational-Disease Exclusion Can Defeat Coverage Surviving Pollution Exclusions

Fire-Dex occupies an important niche in the existing body of PFAS coverage law. Pollution exclusions have performed well for insurers when plaintiffs are exposed to PFAS through the environment, such as contaminated groundwater, soil or air.[11]

But courts have been less receptive to insurers' arguments when plaintiffs allege direct exposure due to a product, distinguishing such claims from "traditional environmental pollution" and finding a duty to defend them even where an exclusion barred environmental claims.[12] A plaintiff directly interacting with a product is not encountering "pollution" for purposes of such an exclusion.

A pollution exclusion will not apply to a firefighter wearing turnout gear, a plant worker handling a fluoropolymer or a technician deploying foam on a training ground: These plaintiffs have personal contact with a product rather than being subjected to a diffuse environmental release.

Where pollution exclusions fail as a result of such direct and personal exposure, occupational-disease exclusions can create a complementary barrier to coverage — indeed, the facts defeating the pollution exclusion are the same facts that satisfy the "occupational disease" test.

For policyholders whose PFAS exposure is concentrated in workplace products, such as personal protective equipment, industrial chemicals and firefighting equipment, the occupational-disease exclusion will often apply exactly where the pollution exclusion fails.

Underlying Complaint Defines Extent of Coverage

Because an insurer's duty to defend turns on the facts alleged in the underlying complaint, Fire-Dex magnifies the coverage consequences of pleading choices made by plaintiffs counsel. In Fire-Dex, the firefighters alleged that they were "repeatedly exposed to PFAS" while wearing Fire-Dex turnouts "in the usual and normal course of performing their firefighting duties and training."[13]

Tort plaintiffs plead this way for sound reasons, since emphasizing the intensity of occupational exposure strengthens the inference of causation. But such allegations may give defendants' insurers additional arguments that certain policy exclusions apply.

Regardless of who the plaintiff is, a complaint that establishes a close nexus between PFAS exposure and his or her employment may trigger policy exclusions.

Under Fire-Dex, especially where a phrase like "any individual" is used, the exclusion thus follows the nature of the exposure, not the identity of the parties. It reaches first responders, contractors and plant workers — anyone who handles an insured's product on someone else's payroll.

Legacy Policies and the Limits of the ISO Endorsements

Since 2023, as PFAS continues to be a top priority for regulators such as the U.S. Environmental Protection Agency, the Insurance Services Office has offered PFAS-specific exclusion endorsements.[14] Proprietary equivalents now appear across the market, so many holders of recent policies accordingly face PFAS-specific coverage barriers.

Fire-Dex's primary significance is in how it changes interpretations of older policies — the ones at issue in the case covered 2014 to 2016, before the Insurance Services Office's PFAS-specific exclusion endorsements.[15]

For legacy coverage towers like these, the language is fixed, and the question is how courts will read exclusions drafted with no PFAS risk in mind. Fire-Dex's answer is clear: Such language can be read literally and broadly.

Not every dispute on these matters will arrive at the same result. The court in Fire-Dex relied on a textual contrast within the policy between "any individual" and "any employee," and it sought to avoid sweeping statements about language in other insurers' policies.[16]

Other courts may encounter policies with different phrases, or may determine that the context of such an exclusion limits it to exclude only the insured's liability to its own employees. When evaluating historical coverage for PFAS claims, policyholders should therefore review the exclusion wording in every primary and excess policy.

Looking Ahead

Although the case is on appeal, Fire-Dex may carry broad ramifications if the ruling is upheld.

Reversal would likely involve a re-reading of Ohio insurance law in light of Ohio worker's-compensation law, limiting the case's significance outside the state. Affirmance by the Sixth Circuit, however, would strengthen the powerful shield that an occupational-disease exclusion can give insurers of PFAS defendants nationwide.

Insurers can be expected to raise the exclusion wherever the policy language permits, layering it into place alongside pollution and PFAS-specific exclusions. The cases most likely to test Fire-Dex's limits may involve policies with more equivocal phrasing, or may arise from mixed occupational and environmental exposures.

Until higher courts begin to weigh in nationwide, whether at the circuit or the state supreme court level, policyholders, insurers and coverage counsel should regard occupational-disease exclusions not as workers' compensation boilerplate, but as potentially strong barriers to PFAS coverage.

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[1] See Michael DiGiannantonio, A Legal History of PFAS, Water Finance & Management (Aug. 8, 2022), available at https://waterfm.com/a-legal-history-of-pfas; see Robert D. Chesler, PFAS: Liability and Insurance Coverage Issues for the "Forever Chemical", Anderson Kill (Jan. 7, 2021), available at https://andersonkill.com/article/pfas-liability-and-insurance-coverage-issues-for-the-forever-chemical/.

[2] Fire-Dex, LLC v. Admiral Ins. Co. , 2026 WL 2607665, at *9 (N.D. Ohio Sep. 3, 2026).

[3] Id. at *1-2.

[4] Id. at *2.

[5] Id. at *5 (quoting Andersen v. Highland House Co. , 93 Ohio St. 3d 547, 757 N.E.2d 329, 332 (2001)).

[6] Id. at *7.

[7] Id.

[8] Id. at *6-8.

[9] Id. at *8.

[10] Id. (citing R.T. Vanderbilt Co. v. Hartford Accident & Indemnity Co. , 333 Conn. 343, 216 A.3d 629, 648 (2019)).

[11] See, e.g., Tonoga, Inc. v. New Hampshire Ins. Co. , 201 A.D.3d 1091, 1096-98 (2022) (applying both sudden-and-accidental and total pollution exclusions to claims arising from decades of manufacturing discharges).

[12] See, e.g., Colony Ins. Co. v. Buckeye Fire Equip. Co. , 2020 U.S. Dist. LEXIS 194709, at *9-10 (W.D.N.C. Oct. 19, 2020); see generally Scott M. Seaman, Insurers Face Large PFAS-Related Losses: A Primer on Forever Chemical Regulation, Liabilities, and Insurance Coverage Issues, Hinshaw & Culbertson LLP (Aug. 30, 2023), available at https://www.hinshawlaw.com/en/insights/insights-for-insurers-alert/insurers-face-large-pfas-related-losses-a-primer-on-forever-chemical-regulation-liabilities-and-insurance-coverage-issues.

[13] Fire-Dex, LLC, 2026 WL 2607665, at *1.

[14] Rick van Oppen, PFAS Insurance Exclusions Explained (Guide): What Environmental Consulting Firms Need to Know, Inszone (July 5, 2025), available at https://inszoneinsurance.com/blog/pfas-exclusions-in-insurance; see also Tim Fletcher, PFAS – Rougher Waters Ahead?, Gen Re (Sep. 17, 2024), available at https://www.genre.com/us/knowledge/publications/2024/september/pfas-rougher-waters-ahead-en; see generally EPA, Key EPA Actions to Address PFAS (last visited Oct. 3, 2026), available at https://www.epa.gov/pfas/key-epa-actions-address-pfas.

[15] Fire-Dex, LLC, 2026 WL 2607665, at *2.

[16] Id. at *8 n.9.