EHTRUST dot ORG DOCUMENT

https://ehtrust.org/electromagnetic-field-insurance-policy-exclusions/ says:

Insurers rank 5G and electromagnetic radiation as a “high” risk, comparing the issue to lead and asbestos. A 2019 Report by Swiss Re Institute, a world leading provider of insurance,42 classifies 5G mobile networks as a “high”, “off-the-leash” risk stating, “Existing concerns regarding potential negative health effects from electromagnetic fields (EMF) are only likely to increase. An uptick in liability claims could be a potential long-term consequence” and “[a]s the biological effects of EMF in general and 5G in particular are still being debated, potential claims for health impairments may come with a long latency.”

Due to their understanding of the magnitude of this future financial risk most insurance plans have “electromagnetic field exclusions” applied as the market standard.

40 Portland Oregon Public School Insurance41 (Pg 30) states as an example, ”Exclusions: This insurance does not apply to: Bodily injury, personal injury, advertising injury, or property damage arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation.”

US Mobile operators have been unable to get insurance to cover liabilities related to damages from long term exposure to radiofrequency emissions for over a decade.

Wireless and non ionizing electromagnetic radiation are defined as a type of “pollution” by wireless companies themselves. According to pg. 10 of the Verizon Total Mobile Protection Plan, “Pollution” is defined as “The discharge, dispersal, seepage, migration or escape of pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or nonionizing radiation and/or waste.” We found similar definitions for pollution in the product protection plans for AT&T, Sprint, Verizon, T-Mobile and Asuria.

Insurance companies themselves define electromagnetic fields as pollutants. Ironshore Environmental uses this definition, “Broad definition of Pollutants including mold, legionella, electromagnetic fields, radioactive materials medical, infectious and pathological wastes.”

Some insurance authorities even offer special Electromagnetic Field Liability policy to rural electric utilities for coverage for bodily injury, property damage and devaluation of real estate that results from electromagnetic field lawsuits.

Wireless companies warn their shareholders of this potential future risk related to radiofrequency radiation exposure but they do not warn the users of these products, nor do they warn the people exposed to emissions from their products and infrastructure. These corporate investor warnings by companies such as AT&T, Verizon, Vodaphone and Crown Castle are contained in their Annual Reports filed on Form 10-K (or Form 20-F or 40-F for foreign companies) with the Securities and Exchange Commission (SEC) and they clearly inform shareholders that companies may incur significant financial losses related to electromagnetic fields. Safety is not assured.

Verizon Total Mobile Protection

Electromagnetic Fields are defined as a “pollutant” by insurance companies and often require special coverage as a “pollutant” in policy enhancements.

Due to the high risk that electromagnetic (EMF) field exposure poses, most insurance companies do not cover electromagnetic fields and have very clear “electromagnetic field exclusions” (see linked list on this page.) EMFs are classified as a “pollutant” alongside smoke, chemicals and asbestos. If you want insurance that will cover EMFs you have to purchase additional “Pollution Liability” or “Policy Enhancement” coverage.

Underwriting LTD in London, the UK agent for Lloyd’s”]“The Electromagnetic Fields Exclusion (Exclusion 32) is a General Insurance Exclusion and is applied across the market as standard. The purpose of the exclusion is to exclude cover for illnesses caused by continuous long-term non-ionizing radiation exposure i.e. through mobile phone usage.” [/su_quote][/su_note]

See examples of “electromagnetic field policy exclusions” and of “pollution liability” policies which do cover- at additional cost- electromagnetic fields. Please be sure to scroll down to the end to see videos and other insurance documents that discuss the risk of EMF exposure.

According to Marsh Insurance Agency 2014 Report ELECTRONIC MAGNETIC FIELDS RISKS AND EXPOSURES AND POTENTIAL INSURANCE COVERAGE

“In Marsh’s experience, If there is exposure in the USA, cover will be more restricted. Indeed, the US is often excluded entirely, especially for mobile operators. Occasionally losses-occurring policies for insureds with minimal EMF exposures remain silent and therefore potentially provide coverage. Following a positive risk assessment, a typical company should anticipate up to GBP200million to GBP250million for potential sums insured. The insurance markets in Germany and Belgium usually offer no higher than EUR10million of insurance coverage for EMF risks as a sub-limit under the general liability and environmental liability insurance policies. Markets may be more open to offering higher limits following a thorough and positive risk assessment. Reinstatement is possible but, again, this depends on the exposure and is unlikely to be available for a mobile operator or handset manufacturer. Major exclusions include diminution of property value and contractual liability, particularly where the insured company assumes major liabilities that would not normally accrue (e.g. assuming product liability for handsets).”

Read Complete Markets “Electromagnetic Fields (Utilities) Liability Insurance” that states:

“Classified alongside chemicals, smoke, and asbestos as “pollutants” electromagnetic fields (EMF) poses a high risk to various persons such as users of electrical power, electrical power generating companies, power transmission companies, and large generators. Sources of possible EMF health risks include radio frequencies, extremely low frequencies, and static magnetic fields. In homes, EMF exposures come from electrical appliances. The public has targeted cell phone manufacturers and electric power lines as likely EMF targets. Electromagnetic Fields (Utilities) Liability Insurance is a way for prudent companies to minimize exposure to vexatious litigation and adverse publicity.
“Electromagnetic field exclusions” are clear and common in most insurance companies. It is applied as a market standard. This exclusion serves to exclude cover for illnesses caused by long-term EMF (non-ionizing radiation) exposure. For EMF liability insurance cover you have to purchase additional “Pollution Liability” coverage. EMF liability insurance covers claims brought by third parties for body injuries and property claims by third parties. This policy does not pay for damage caused by artificially generated electromagnetic, magnetic and electrical energy that damages, disrupts or interferes with any device, appliance, system, electronic wire or network utilizing satellite or cellular technology.”
Cell Phone Companies Define Electromagnetic Fields as a “Pollutant” and Will Not Cover Damages.

AT&T Mobile Insurance

“Exclusions:

Loss caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of Pollutants
“Pollutants” means: Any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or non- ionizing radiation and waste. Waste includes materials to be recycled, reconditioned or reclaimed.” (pg. 4) AT &T Mobile Insurance Policy, February 2014
Verizon

“Pollution The discharge, dispersal, seepage, migration or escape of pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sound waves, microwaves, and all artificially produced ionizing or nonionizing radiation and/or waste. Waste includes materials to be recycled, reconditioned or reclaimed.” pg. 10 Verizon Total Mobile Protection PDF of Document

Every cell phone company we investigated defines electromagnetic fields, microwaves, and all artificially produced non-ionizing radiation as

“pollutants” and refuses to cover the phone for damages from such pollutants. ASVZW-2234-TMP-full-product-in-store_v32_nh1

AT&T Multi-Device Protection Pack Asurion Terms and Conditions.
Sprint Smartphone Insurance Terms and Conditions
Verizon Phone Protection Plan Terms and Conditions
T-Mobile Premium Handset Protection Insurance Warranty
Asurian Total Mobie Protection. PDF
Verizon Phone Claim
California State University Risk Management Authority (CSURMA) Self Insured Program

“We will not pay for loss or damage caused by or resulting from any of the following:

Artificially generated electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with any: (1) Electrical or electronic wire, device, appliance, system or network; or (2) Device, appliance, system or network utilizing cellular or satellite technology. But if fire results, we will pay for the loss or damage caused by that fire if the fire would be covered under this coverage form.

For the purpose of this exclusion, electrical, magnetic or electromagnetic energy includes but is not limited to: (1) Electrical current, including arcing; (2) Electrical charge produced or conducted by a magnetic or electromagnetic field; (3) Pulse of electromagnetic energy; or (4) Electromagnetic waves or microwaves. “

AIG insurance company of Canada

ELECTROMAGNETIC RADIATION EXCLUSION It is hereby declared and agreed that the Company shall not be liable to make any payment in connection with or in respect of any expenses whatsoever incurred by any Insured in connection with or in respect of legal liability arising out of any actual or alleged loss of or damage to property or liability whatsoever, directly or indirectly caused by or resulting from or in consequence of or contributed to by or arising out of non-ionic radiation, including but not limited to electro-magnetic fields and/or electro-magnetic interference.

Portland Oregon Public School Insurance: GENESIS INSURANCE COMPANY

Pg 30.” Exclusions: This insurance does not apply to:

Bodily injury, personal injury, advertising injury, or property damage arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.”

Coverage Part B School Board Legal Liability: Various provisions in this Coverage Part restrict coverage. Read the entire Coverage Part carefully to determine rights, duties and what is and is not covered.

Pg 48 Exclusions: This insurance does not apply to any loss:

“8. Bodily injury, personal injury, advertising injury, or property damage arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense results from or is contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.

Cost or expense arising directly or indirectly out of, resulting from, caused or contributed to by electromagnetic radiation, provided that such loss, cost or expense result from or are contributed to by the hazardous properties of electromagnetic radiation. This includes any costs for the actual or threatened abatement, mitigation, or removal.”

MISSOURI UNITED SCHOOL INSURANCE COUNCIL

Excluded coverage includes “Pollutants includes: Electromagnetic fields; Mold Matter; Legionella; Caulk containing hazardous materials, including but not limited to polychlorinated biphenyls (PCBs);

Drinking water contaminated with hazardous materials, including but not limited to lead. However, no coverage under this Policy shall apply for Remediation Expenses related to lead pipes, including but not limited to the removal or replacement of such pipes or the installation of any water treatment equipment installed to remove or neutralize lead emanating from such pipes; and Carbon monoxide.”

NATIONAL RIFLE ASSOCIATION OF AMERICA Carry Guard™ Declarations and Policy Illinois Union Insurance Company is a Chubb® Company

“This insurance shall not apply to…S. Pollution, and 1. any claim relating to the actual, alleged or threatened discharge, dispersal, release or escape of “pollutants” however caused or whenever or wherever happening;

or 2. any request, demand or liability to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize “pollutants”, whether or not any of the NRA (SECTION 1m) 05 17 Page 5 of 10 foregoing are or should be performed by the “individual insured member” or by others.”

“Pollutants” means any electromagnetic transmission or fields, or any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalies, chemicals and wastes, including medical waste. Waste also includes materials to be recycled, reconditioned or reclaimed.

City of Ann Arbor Michigan Insurance Policy: Electromagnetic Radiation Exclusion

In this policy declaration, the electromagnetic radiation exclusion is part of several exclusions to exposures such as asbestos, lead, mold, and nuclear energy. The electromagnetic radiation exclusion not only excludes mitigation and harm from electromagnetic radiation but also excludes

paying for the defense of “any supervision, instruction, recommendation, warning or advice given or which should have been given in connection with bodily injury, property damage, abatement and/or mitigation etc. (page 14)

AXIS Insurance Company Commercial Excess/Umbrella State: District of Columbia

Electromagnetic Fields and Radiation This policy does not apply to any liability, claim, suit, loss or any other cost or expense arising out of electromagnetic fields, electromagnetic radiation, radio controlled frequency (RCF) or any product, equipment or structure emitting electromagnetic fields, electromagnetic radiation, or radio controlled frequency (RCF).

Canadian ProSurance Architects & Engineers Policy

In 2015 The General Exclusions section of their Canadian ProSurance Architects & Engineers Policy Document places EMF on the same footing as Asbestos: a total exclusion on liability for all EMF radiation.

“GENERAL INSURANCE EXCLUSIONS: Electromagnetic fields directly or indirectly arising out of, resulting from or contributed to by electromagnetic fields, electromagnetic radiation, electromagnetism, radio waves or noise.”

Updated Zurich Community Care Liability Insurance

“We will not pay anything under this policy, including claim expenses, in respect of: Electromagnetic fields any liability of whatsoever nature directly or indirectly caused by, in connection with or contributed to by or arising from electromagnetic fields (EMF) or electromagnetic interference (EMI)”

BIICL Product Liability Forum Insurance Perspectives on Product Liability

“Standard: Pollution, Asbestos, Electromagnetic fields

Due to potentially catastrophic losses and high clean up costs, product liability insurance contracts frequently exclude, whether partially or completely, the insured’s liability for asbestos, pollution and contamination, radiation and electromagnetic fields.

Most UK product liability insurance contracts implement the wording, either in its original or an adapted form, recommended by the Association of British Insurers to exclude liability for gradual pollution or contamination (such as long standing leaks from pipes or tanks).

This wording excludes all liability for pollution or contamination other than that caused by “a sudden identifiable unintended and unexpected incident which takes place in its entirety at a specific time and place during the period of insurance”.

South China Insurance Commercial General Liability Insurance Electrical/Electromagnetic Field/Radio Frequency Radiation (EFL/EMF/RFR) Exclusion Clause 101.07

“This exclusion applies, but is not limited, to any injury, damage, expense, cost, loss, liability or legal obligation to test for, monitor, abate, weaken, control or take any other remedial action with respect to EMF’s , EFL’s or RFR’s. “

ICW Group Exclusion Clause

“Electrical, magnetic or electromagnetic energy that damages, disturbs, disrupts or otherwise interferes with electrical or electronic wire, device, appliance, fixture, system or network. For the purposes of this exclusion, electrical, magnetic or electromagnetic energy includes, but is not limited to: a. Electrical current, including arcing; b. Electrical charge produced or conducted by a magnetic or electromagnetic field; c. Pulse of electromagnetic energy; or d. Electromagnetic waves or microwaves;”

REINS American Institute of Marine Underwriters LIABILITY EXCLUSION CLAUSE (2015)

“Health Hazard or Occupational Disease as defined in the original policy. In the absence of these terms being defined in the original policy, they shall be defined cumulatively as follows: C7.1. Any loss, damage, injury or expense directly or indirectly caused by or arising out of: asbestos; tobacco; coal dust; polychlorinated biphenyls; silica; silicosis; benzene; lead; talc; dioxin; mold; pesticides or herbicides; electromagnetic fields; pharmaceutical or medical drugs/products/substances/devices; or any substance containing such material or any derivative thereof.”

unequivocal

SUN General Insurance

“This policy does not cover any liability, loss, cost or expense directly or indirectly arising out of, resulting from, caused or contributed to by exposure to magnetic electric or electromagnetic fields or radiation however caused or generated.”

Great American Insurance Group – A Special Environmental Liability Insurance Policy Is needed to cover electromagnetic radiation

“This insurance covers bodily injury, property damage, legal expenses and clean-up costs resulting from pollution conditions associated with a covered location on a claims-made basis.”

“The definition of pollutants includes mold, legionella, electromagnetic fields and methamphetamines.”

A&M Insurance for Medical Professionals – No Coverage for Electromagnetic Fields

“GENERAL INSURANCE EXCLUSIONS: Electromagnetic fields directly or indirectly arising out of, resulting from or contributed to by electromagnetic fields, electromagnetic radiation, electromagnetism, radio waves or noise.”

Penn National Insurance, “Commercial Liability Umbrella Coverage Form”

“Bodily injury” or “property damage” arising out of any liability loss, cost or expense directly or indirectly arising out of, or resulting as, a consequence of “electromagnetic radiation”.

Abu Dhabi National Insurance Company Workman’s Compensation Insurance Policy

“Other Exclusions: Any claim bringing of or attributed to electromagnetic fields…”

The Hartford, “EXCLUSION – ELECTROMAGNETIC HAZARD”

“The following exclusion is added: This insurance does not apply to: Electromagnetic Hazard….”

Mutual of Enumclaw Policy Changes, Edition 9-96 – Pollution Exclusions

“Pollutant or pollutants mean any solid, liquid, gaseous or thermal irritant or contaminant, including:

smoke, vapor, -soot, fumes, acids, alkalis, chemicals;
radioactive matter, including electromagnetic fields or electromagnetic radiation;
petroleum, or petroleum products in any form;
asbestos or substances containing asbestos;
lead or substances containing lead;
waste, including materials to be recycled, reconditioned or reclaimed.”
Verizon Insurance: Protects The Phone But Not the Person

“Coverage Excludes Pollution.”

Pollution is defined as “The discharge, dispersal, seepage, migration, escape or presence of pollutants. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acid, alkalis, chemicals, artificially produced electric fields, magnetic field, electromagnetic field, sounds waves, microwaves, all artificially produced ionizing or non-ionizing radiation and/or waste.”

MedSurance® A&M Policy Document: INSURANCE FOR ALLIED HEALTH & MEDICAL PROFESSIONALS

GENERAL INSURANCE EXCLUSIONS: Electromagnetic fields directly or indirectly arising out of, resulting from or contributed to by

electromagnetic fields, electromagnetic radiation, electromagnetism, radio waves or noise.
Pollution Liability Policies
New Day Underwriting CCONTRACTOR’S POLLUTION LIABILITY

Contractor’s Pollution Liability (CPL) is intended to provide pollution liability coverage for any type of contracting operation. … Broadened definitions of pollution conditions to include mold, bacteria, viral matter, electromagnetic fields (EMF) and biological waste.

Vanner Specialty Risk, Vanner Insurance Agency, Pollution Liability Coverage Options

Additional Policy Enhancements

Pollutants broadly defined including:

Fungus & Legionnaire’s Disease, Electromagnetic Fields, Low Level Radioactive Material, Medical & Infectious Wastes
Delta Insurance Environmental & Pollution Liability Insurance for Service Industries

“Pollution incident means the discharge, emission, seepage, migration, dispersal, misdelivery, release or escape of: a. any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, medical, infectious and pathological waste; b. low level radioactive waste; c. microbial matter; d. legionellapneumophila; e. medical waste; and f. waste materials; and, g. electromagnetic fields;”

Federated Electromagnetic Field Liability

“Federated offers an Electromagnetic Field Liability policy to provide coverage for this exposure that is unique to rural electric utilities.

Electromagnetic Field Liability coverage specifically insures the member utility for any bodily injury, property damage or devaluation of real estate that results from electromagnetic field lawsuits.

Standard Features provided by Federated’s Electromagnetic Field Liability policy include:

Claims-made coverage
Coverage for devaluation of real estate
No deductible for claims other than devaluation of real estate
Devaluation of real estate carries a $10,000 deductible”
MARSH: ELECTRONIC MAGNETIC FIELDS RISKS AND EXPOSURES AND POTENTIAL INSURANCE COVERAGE

“In Marsh’s experience the London markets are generally mixed in their approach to EMFs. Some will not provide any cover at all if a client has even a remote exposure but will remain silent i.e. providing insurance coverage by not excluding EMF risks from current insurance policies in all other instances. Others will only remain silent and never offer positive

insurance cover or will provide positive cover ex US or remain silent across the board depending on the risk. This situation has not changed for several years. Although the insurance situation depends on the industry sector and details of the exposure, in general, cover is available in the London market on a claims-made, annual aggregate limit (with costs included in the limit) basis."

Commercial property changes: The CSR Advisor October 2008 Edition

"Under the revised forms, the insurer will not pay for damage caused by artificially generated electrical, magnetic, or electromagnetic energy that damages, disturbs, disrupts, or otherwise interferes with any electrical or electronic wire, device, appliance, system, or network or any such device, etc., utilizing satellite or cellular technology.

"Electrical, magnetic, or electromagnetic energy" includes electrical current, including arcing; electrical charge produced or conducted by a magnetic or electromagnetic field; pulse of electromagnetic energy; or electromagnetic waves or microwaves. The insurer will continue to pay for any loss caused by fire that results from any of these. "

When to Include Contractor's Pollution Liability August 29, 2018

"WHAT IS A POLLUTANT?: Pollutants can include any solid, liquid, gaseous, or thermal pollutant, irritant, or contaminant including, but not limited to smoke, vapors, odors, soot, fumes, acids, alkalis, toxic chemicals, hazardous substances, electromagnetic fields, low-level radioactive waste and material, mold matter, Legionella, and waste materials (including medical, infectious, and pathological wastes)."
Insurance Materials on Mitigating Risk
Central Mutual Insurance Company

In the video below, Central Mutual Insurance Company reviews the risks of cell tower radiation. SEE LINK AT TOP

The Radiofrequency (RF) Radiation Awareness Program for the Construction Industry
By The Center for Construction Research and Training

Aware of the risks of cell tower radiation and other safety issues related to loose safety regulations, The Center for Construction Research and Training together with the Roofing r2p Partnership and the RF Radiation Work Group, have developed the Radiofrequency (RF) Radiation Awareness Program for the Construction Industry, intended to raise construction contractors' and workers' awareness of the potential risk, how to identify the hazard, and steps to work safely.

Powerpoint Presentation: Radiofrequency (RF) Radiation Awareness Program for the Construction Industry Overview

Hazard Alert Card: RF Radiation – An invisible danger (available in Spanish)

Full details of the program are found at The Center for Construction Research and Training Website.

Read the Safety and Health Magazine article on the Program at Construction safety group aims to raise awareness of RF radiation exposure

Kaiser Permanente Insurance
Kaiser Permanente Insurance has funded research into the area and has posted research results on their website. See below some examples of information they post.

In-Utero Exposure to Magnetic Fields Associated with Increased Risk of Obesity in Childhood, Kaiser Permanente July 27, 2012

“Pregnancy is a critical developmental stage that is among the most vulnerable periods to environmental exposures,” said De-Kun Li, MD, PhD, a perinatal epidemiologist with the Kaiser Permanente Northern California Division of Research in Oakland, Calif., and the lead author of the study. “These findings indicate that electromagnetic fields, from microwave ovens to countless wireless devices, may be contributing to childhood obesity risk. This finding could have implications for possibly reducing childhood obesity and better understanding the obesity epidemic. Like any scientific discoveries, the results need to be replicated by other studies.”

Study Finds Exposure to Magnetic Fields in Pregnancy Increases Asthma Risk, Kaiser Permanente August 1, 2011

“In this study, we observed a dose-response relationship between mother’s MF level in pregnancy and the asthma risk in her offspring. In other words, a higher maternal MF exposure during pregnancy led to a higher asthma risk in offspring,” Dr. Li said.
In this new study, the researchers also found that two known risk factors for asthma, maternal history of asthma and being the first-born child, exacerbated the MF effect on the asthma risk. “This finding further supports the MF-asthma association,” said Dr. Li.