

# Insurance Recovery During the COVID-19 Pandemic: Navigating Your Policy's Microbe and Pollution Exclusions

---

May 28, 2020 Adrian Azer, Brittany Parks

---

PRACTICES Insurance Recovery

---

As corporate policyholders continue to submit claims to their insurers for business interruption and related losses sustained from the COVID-19 pandemic, insurers appear to be denying such claims routinely where the policies at issue contain exclusionary language specific to viruses — whether in stand-alone virus exclusions or other types of exclusions. As an initial matter, the mere inclusion of the word “virus” in any policy exclusion does not mean that the exclusion applies to COVID-19-related losses. The specific wording of the exclusion and context are critical. This article does not address virus-specific exclusions, but a more detailed discussion of such exclusions can be found [here](#).

But even when the policies at issue do not contain virus-specific exclusions, insurers have looked to other exclusions — including microbe exclusions and pollution exclusions — as bases for denial. This article addresses microbe and pollution exclusions commonly found in commercial property policies, and explores several arguments that policyholders may employ to overcome these denials.

Importantly, the specific wording of these exclusions varies, sometimes significantly, from policy to policy, and even seemingly minor wording differences may have a meaningful impact on the policyholder’s best arguments for overcoming their insurers’ denials. Although we discuss actual exclusionary language excerpted from common policy forms, it is merely illustrative. Careful attention to the specific language of individual policies is required to formulate the policyholder’s most effective arguments for coverage.

Read the full article [here](#).

This alert was republished in the [Insurance Coverage Law Center](#).