

Full Council Statement – Samantha Davies The Insurance Industry, Liability and 5G risks

Back in the 1990s, Lloyds of London had a near death experience when claims for harm caused by asbestos began to come in. This flood of claims nearly destroyed Lloyds. They have no intention of repeating this.

Their original risk analysis in 2010 regarding non-ionising radiation was based on a concern that it was becoming the new asbestos. In 2015, they introduced their **Exclusion Clause 32** for their underwriters. Its purpose is to “*exclude cover for illnesses caused by continuous longterm non-ionizing radiation exposure i.e. through mobile phone usage.*” It is standard across the industry.

Swiss Re, the world’s second largest re-insurer, took a similar view. Then in last year’s Emerging Risks Report, they added 5G along with the Internet of Things as a high impact risk, anticipating an uptick in claims relating to health effects as well as cyber-security from the rollout of this technology.

The Insurance Industry has performed their “*Due Diligence*” and conducted risk analysis based on peer reviewed science and quite clearly see the potential for financial loss.

The asbestos claims only affected a small vocational group. The potential claims against the wireless industry and increasingly end users could be from the general population at large.

Given the scale of infrastructure being rolled out for 5G, insurance companies could stand to make very large profits. And yet although they can insure, from 2015 under Exclusion Clause 32, it became near impossible to get cover for harmful effects from non-ionising radiation.

The insurance industry are voting with their feet and are simply walking away from 5G and non-ionising radiation in general.

Parallel to this, Central Association of Agricultural Valuers (CAAV) has warned landowners of the hidden risks and responsibilities associated with having telecoms masts on their land.

ICNIRP guidelines are mandatory in the UK, but mast operators are only required to self-certificate compliance when they make a planning application.

The guidelines state that exclusion zones for workers and the public should be mapped by the operator. **However, there is no legal requirement for operators to notify owners, site neighbours or the public of the exclusion zone boundaries, meaning that neither the owner nor the planning authority is able to assess the effect of the mast on buildings, land, people or other activities.**

For landowners, this means there can be unforeseen issues with managing liabilities for a site, which could lie within the exclusion zone unbeknown to them, potentially putting workers, visitors or the public at risk.

Historically, operators often accepted all liabilities as part of a mast agreement and paid a market rent. But now they are seeking agreements at much lower rents and to reduce their financial exposure by capping their liabilities at £5m. This means the site owner would be forced to pick up any excess liability.

So finally, two requests of Bath and North East Somerset Council:

- 1/ Approach national government for a bond to indemnify/ insure the Council as some kind of protection against future claims.
- 2/ Conduct contingency/ scenario planning for Health/ Liability/Financial issues arising from exposure to Class 2B carcinogenic non-ionising radiation.

Thank you.