

**Renae Haug, Agent**

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5/18/2023

Leo & Susan Doppler  
5412 Superior Dr  
Bismarck ND 58503-6146

RE: CO2 line on your property

Dear Leo & Susan:

Thank you so much for stopping in and going over the Pipeline issue. I spoke with my underwriting department and they explained the following:

When a pipeline or service line is brought onto a person's property, there is no coverage to that service line due to it not being "owned" by our insured.

In several sections of the ND policy, there is language which explains who and what we (State Farm Fire & Casualty Company) insure, who/what is defined and there is also a section called exclusions, which are item not covered. Simply put, there would be no coverage for a loss if the pipeline were to enter/exit your land and seep and/or somehow disseminate any gases/debris/emanation or otherwise cause an "injury" to any person, animal, property and so on. One reason is due to you not "owning the pipeline" but furthermore, negligence would be a factor as well. Below are some references.

Insured, defined under our ND policy, is listed as follows:

**Under Definitions:**

9. **"insured"** means:

- a. **you**;
- b. **your relatives**; and
- c. any other person under the age of 21 in the care of a person described above.

Under Section II, **insured** also means:

21. **"you"** and **"your"** mean the person or persons shown as "Named Insured" in the **Declarations**.

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Susan Doppler Exhibit SD2 - State Farm Ins. Letter 5-18-23  
Susan Doppler

Providing Insurance and Financial Services





Under **SECTION II – EXCLUSIONS**

1. Coverage L and Coverage M do not apply to:
  - m. **bodily injury** or **property damage** arising out of the actual, alleged, or threatened presence, discharge, dispersal, seepage, migration, release, escape of, or exposure to contaminants or pollutants at or from any source or location. Contaminants and pollutants include but are not limited to any solid, liquid, gaseous, or thermal irritant, including smoke from agricultural smudging or industrial operations, smog, soot, vapor, fumes, acids, alkalis, chemicals, pathogens, noxious substances, fuel oil, asbestos, or lead.

Further, under the liability of the ND Homeowners policy, it states:

**We** also do not cover:

- (1) any loss, cost, or expense arising out of any request, demand, order, or statutory or regulatory requirement that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify, neutralize, remediate, dispose of, or in any way respond to or assess the effects of contaminants or pollutants;
- (2) any loss, cost, or expense arising out of any claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of contaminants or pollutants; or
- (3) contamination or pollution arising out of actually or allegedly defective building materials, nuclear substances, or waste. Waste includes materials to be recycled, reconditioned, or reclaimed;

Please refer to your ND Homeowners policy for the full language and details related to this matter. Again, thank you for bringing this to our attention and inquiring whether coverage would apply.

Sincerely,

Renae Haug, Agent  
State Farm Fire & Casualty Company