

Fwd: FW: [EXTERNAL]:CO2 Pipeline Pollution Coverage - McLean

1 message

Sue McLean <sadiekitty148@gmail.com>

To: rbakke@bgwattornys.com

Wed, May 29, 2024 at 8:45 AM

Kate, just got this from our insurance company.

Sue & Dan McLean

----- Forwarded message -----

From: Shirlene Schafer <shirleneschafer@steffesagency.com>

Date: Tue, May 28, 2024, 4:07 PM

Subject: FW: [EXTERNAL]:CO2 Pipeline Pollution Coverage

To: Sue McLean < sadiekitty 148@gmail.com>

Sue attached is the explanation regarding no coverage on the spills, breakage or pollution of the pipeline. Thank you for making me check on this

From: Heather Sawchak < heather.sawchak@northstarmutual.com>

Sent: Tuesday, May 28, 2024 3:41 PM

To: Shirlene Schafer <shirleneschafer@steffesagency.com> **Subject:** [EXTERNAL]:CO2 Pipeline Pollution Coverage

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

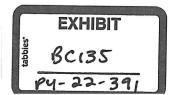
Good Afternoon Shirlene.

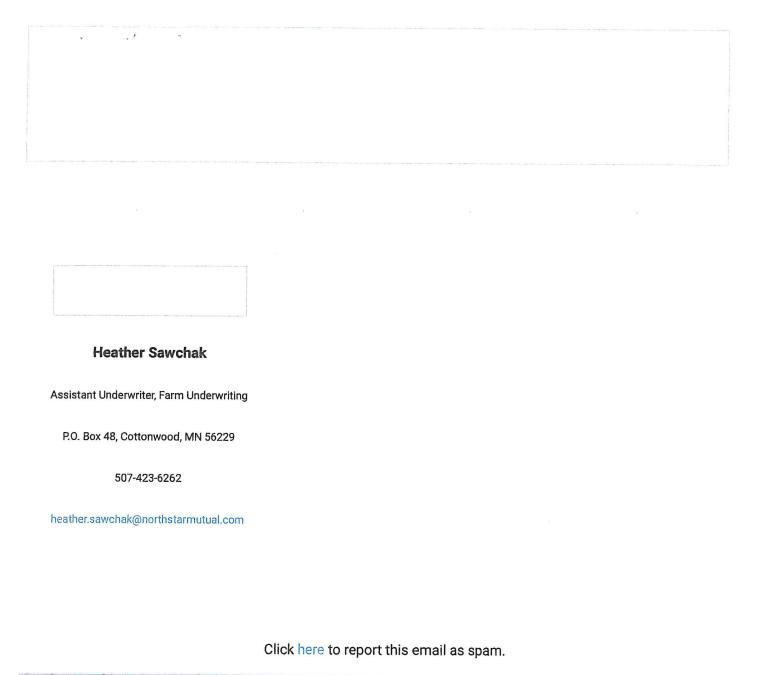
Below is information regarding pollution pertaining to the CO2 pipeline. If they have any other concerns in coverage, please let me know.

Attached is our NS-710 liability form. Whether the insured is negligent or not, there would be no coverage for pollution when it comes to the CO-2 pipeline.

Here is an exclusion under the NS-710 Pg. 9 - Letter I

640 PU-22-391 Filed: 6/7/2024 Pages: 3
BC Exhibit BC135 - NorthStar Mutual Email Dated
05/25/24
Burleigh County Board of Commissioners





3 attachments

image001.gif 4 KB

image002.png 52 KB

NS-710 3-23.pdf 268 KB e. "bodily injury" or "property damage" arising out of or in any way related to a "business".

However, this exclusion does not apply to the extent that coverage is provided:

- 1) for the use of a motorized golf cart while on a golfing establishment under the Incidental Liability Coverage for Motorized Vehicles; or
- 2) under the Incidental Liability Coverage for Business.
- f. "bodily injury" or "property damage" that arises on premises that are:
 - 1) owned by an "insured";
 - 2) rented to an "insured": or
 - 3) rented to others by an "insured";

and that are not "insured premises".

However, this exclusion does not apply to "bodily injury" to a "domestic employee" or "farm employee" arising out of and in the course of his or her employment by an "insured".

- g. "bodily injury" or "property damage" that is:
 - expected by, directed by, or intended by an "insured";
 - 2) the result of a criminal act of an "insured"; or
 - 3) the result of an intentional and malicious act by or at the direction of an "insured".

This exclusion applies even if the "bodily injury" or "property damage":

- 1) that occurs is different than what was expected, directed, or intended; or
- 2) is suffered by persons, entities, or property not expected, directed, or intended.

However, this exclusion does not apply to "bodily injury" or "property damage" that arises out of the use of reasonable force by an "insured" to protect people or property.

- h. "bodily injury" or "property damage" for which an "insured" under this policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for the exhaustion of its "limits". (A nuclear energy liability policy is a policy issued by Mutual Atomic Energy Liability Underwriters, Nuclear Energy Liability Insurance Association, or Nuclear Insurance Association of Canada or their successors.)
- i. "bodily injury" or "property damage" that arises out of the actual, alleged, or threatened discharge, dispersal, disposal, emission, leaching, leakage, seepage, migration, spillage, release, or escape of "pollutants" into or upon land, water, or air.

However, this exclusion does not apply to:

- 1) "bodily injury" or "property damage" that arises out of the heat, smoke, or fumes of a fire on the "insured premises" that becomes uncontrollable or breaks out from where it was intended to be;
- "bodily injury" or "property damage" caused by reduced visibility from smoke; or
- coverage provided by the Incidental Liability Coverage for Spray Drift Of Agricultural Chemicals or the Incidental Liability Coverage for Discharge, Dispersal, Seepage, Migration, Spill, Release, Or Escape Of Agricultural Chemicals, Liquids And Gases.
- j. actual or alleged "bodily injury" or "property damage" that arises directly or indirectly from any form of lead. This includes, but is not limited to, the ingestion, inhalation, or absorption of lead in any form.
- k. "bodily injury" or "property damage" arising directly or indirectly, in whole or in part, from the actual, alleged, or threatened ingestion of, inhalation of, contact with, exposure to, existence of, presence of, or any activity of virus, bacteria, "fungi", wet rot, or dry rot.
- 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, or in any way respond to or assess the effects of "pollutants", lead, virus, bacteria, "fungi", wet rot, or dry rot; or
 - 2) claim or suit by or on behalf of any governmental authority for damages resulting from testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, or in any way responding to or assessing the effects of "pollutants", lead, virus, bacteria, "fungi", wet rot, or dry rot.
- m. "bodily injury" or "property damage" that results from providing an intoxicating beverage to or knowingly or recklessly permitting the consumption of an intoxicating beverage by an underage person.
- n. "bodily injury" or "property damage" that arises out of the discharge of substances from an "aircraft".
- o. "bodily injury" or "property damage" that arises out of the application of pesticides or herbicides for others.
- p. "bodily injury" to a "farm employee" employed in violation of the law with the knowledge or approval of an "insured".
- q. "bodily injury" or "property damage" that arises out of any:
 - refusal to employ;
 - termination of employment;
 - 3) coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, sexual misconduct; or other employment-related practices, policies, acts, or omissions; or