

Beggs, Tauren R - DNR

From: John Emery <emery.ja@gmail.com>
Sent: Friday, July 1, 2016 5:27 PM
To: Beggs, Tauren R - DNR
Cc: Don Brittnacher
Subject: Re: Follow up on Vapor Sampling for Allyn Property

Hello Tauren - Don asked us this question last year prior to drilling the monitoring wells so I contacted the insurance agent. He went back in his files to review the policy in force in the late 70's/early 80's and actually inquired the insurance company. The company's response was that there was no coverage for environmental spills, and even if there was coverage a claim could not be made at this late date. Unfortunately that will not be a source of funds.

John

On Friday, July 1, 2016, Beggs, Tauren R - DNR <Tauren.Beggs@wisconsin.gov> wrote:

Hi Don,

Did the Allyn's have an insurance policy for their dry cleaner business? There have been instances in some other dry cleaner cases where the dry cleaner business owner had an insurance policy with a clause in the policy regarding environmental cleanup and were able to get money from the insurance company to put towards investigation and cleanup. This may be an avenue for funding for this site if they had an insurance policy. I am still waiting to hear back from enforcement staff.

Have a nice holiday weekend,

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

Tauren Beggs

Phone: (920) 662-5178

Tauren.Beggs@wisconsin.gov

Beggs, Tauren R - DNR

From: Don Brittnacher <Don.Brittnacher@omni.com>
Sent: Friday, July 1, 2016 9:02 AM
To: Beggs, Tauren R - DNR
Subject: Potential insurance coverage for Allyn property
Attachments: Attachment.pdf

Tauren,

We pursued insurance coverage last year, and were denied.

Don

From: John Emery [mailto:emery.ja@gmail.com]
Sent: Thursday, October 08, 2015 9:35 AM
To: edouglas@secura.net
Subject: Fwd: Claim Number: 566248 Claimant Name: ALLYN HARMON

Ms Douglas - Thank you for your prompt followup on our request.

Regards,
John Emery

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

From: Elle Douglas <edouglas@secura.net>
Date: Thu, Oct 8, 2015 at 8:45 AM
Subject: Claim Number: 566248 Claimant Name: ALLYN HARMON
To: "emery.ja@gmail.com" <emery.ja@gmail.com>

Mr. Emery,

Please see attached, I have also sent a copy to the insured. Unfortunately there is no coverage for this loss under your SECURA policy. This loss is past the Wisconsin statute of limitations and is an excluded loss under the pollution exclusion.

Please contact me with any questions.

Thank you,

Elle Douglas, AINS

Claims Representative

SECURA Insurance

Direct: [920-830-4626](tel:920-830-4626)

Toll Free: [800-318-2136](tel:800-318-2136). Ext 4626

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ALLYN HARMON
ALGOMA CLEANERS
111 STEELE ST
ALGOMA WI 54201

October 7, 2015

Re: Claim Number: 566248
Policy Number: SMP1046695
Date/Loss: 1948-1981

Dear Mr. Harmon or Mr. Emery,

I regret to inform you that the claim you have submitted involving polluted soil on your premises cannot be covered under your business owner's policy.

Your business owner's policy with SECURA Insurance, BP01 27 11 96 and BP00 02 01 97 contains the following condition and exclusion:

WISCONSIN CHANGES

**This endorsement modifies insurance provided under the following:
BUSINESSOWNERS POLICY**

G. The Legal Action Against Us Condition in the:

1. **Businessowners Liability Coverage Form Does not apply.**
2. **Businessowners Property Coverage Form is replaced by the following:**

No one may bring action against us under this insurance unless the action is brought within 2 years after the date on which the direct physical loss or damage occurred.

BUSINESSOWNERS SPECIAL PROPERTY COVERAGE FORM

B. Exclusions

1. We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

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

j. Pollution

We will not pay for loss or damage caused by or resulting from the discharge, dispersal, seepage, migration, release or escape of "pollutants" unless the discharge, dispersal, seepage, migration, release or escape itself caused by any of the "specified causes of loss". But if the discharge, dispersal, seepage, migration, release or escape "pollutants" results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

H. Property Definitions

4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

6. "Specified Causes of Loss" means the following: Fire; lightning; explosion, windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.

There may be additional exclusions and policy provisions that also apply. Please see the attached policy forms.

Because the date of this loss occurred over 2 years ago and the pollutant entered the ground through means that are not a "specified cause of loss" there is not coverage for this loss under your policy.

We are sorry for any inconvenience this denial of coverage may cause, but we are limited to the terms of the policy that were in force at the time of the loss.

SECURA is reserving all rights pertaining to the provisions, terms, and conditions under this policy and all of its endorsements forming part of the policy pertaining to this loss, including but not limited to our right of denial of coverage. Nothing stated thus far should be interpreted as a waiver of any of SECURA's rights under the policy.

The reservations included in this letter are based upon the information received to date. If you believe additional information is relevant to insurance coverage and should be considered, please do not hesitate to contact me or send the information to me at the address listed on this letter.

By naming the specific grounds for this reservation of rights, we do not waive any of our rights or any of the other provisions or conditions of the insurance policy, and specifically reserve all of our rights and remedies under the policy and under the statutes and common law.

Sincerely,

Elle Douglas, AINS
Claims Representative
Phone: (920)830-4626
SECURA Insurance