

Missouri Appellate Court Rules That Methamphetamine Is A Contaminant Under Exclusion In Homeowner's Policy

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A Missouri appellate court ruled that a homeowner's insurer had no duty to pay for the costs to remove methamphetamine contamination because the policy did not cover the costs of complying with an ordinance that requires the insured to remove pollutants. *Vogelsang v. Travelers Home and Marine Ins. Co.*, 2021 WL 3086223 (Mo. App. Ct. June 29, 2021).

After police discovered methamphetamine at the policyholder's residence, a local agency issued an order to vacate, which required testing and remediation prior to any reoccupation of the home. Travelers refused to pay those expenses, citing a provision that excluded coverage for "the costs to comply with any ordinance or law which requires an 'insured' or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants." A trial court granted Travelers' summary judgment motion and the appellate court affirmed.

The appellate court ruled that methamphetamine is a pollutant, which the policy defined to include any "contaminant." Acknowledging that at least one Missouri appellate court has held that a different toxic vapor, carbon monoxide, is not a pollutant for insurance coverage purposes, the court concluded that methamphetamine falls within the ordinary meaning of contaminant because it makes the house "unfit for use by the introduction of unwholesome or undesirable elements." The court further held that the order to vacate required removal of the methamphetamine, rejecting the homeowner's contention that removal was required only if she sought to reoccupy her home, and that she retained the right not to do so. The court deemed that assertion "patently unreasonable."

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