

APPENDIX D

CERTIFICATE OF INSURANCE

Name: _____

Address: _____

Policy Number: _____

Endorsement (if applicable): _____

Period of Coverage: _____

Name of [*Insurer or Risk Retention Group*]: _____

Address of [*Insurer or Risk Retention Group*]: _____

Name of Insured: _____

Address of Insured: _____

Certification:

1. _____ the _____, as identified above, hereby certifies that it has issued liability insurance covering the following aboveground storage tanks (ASTs):

Attach AST schedule:

List for each Facility: the name and address of the Facility where ASTs assured by this financial test are located, and whether ASTs are assured by this financial test. If separate mechanisms or combinations of mechanisms are being used to assure any of the ASTs at this Facility, list each AST assured by this financial test by the AST identification number provided in the registration form submitted pursuant to Part A of these Regulations.

AST Facility I.D. Number: _____

Name/Address of AST Facility: _____

ASTID# (from AST registration form)	AST size	AST contents
_____	_____	_____
_____	_____	_____
_____	_____	_____

For _____ in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy (if coverage is different for different tanks or locations, indicate the type of coverage applicable to each tank or location arising from operating the AST(s) identified above).

The limits of liability are _____ and _____, exclusive of Legal Defense Costs which are subject to separate limits under the policy. This coverage is provided under _____. The effective date of said policy is _____.

2. The _____ further certifies the following with respect to the insurance described in Paragraph 1:
 - a. Bankruptcy or insolvency of the insured shall not relieve the _____ of its obligations under the policy to which this certificate applies.
 - b. The _____ is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third-party, with a right of reimbursement by the insured for any such payment made by the _____. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in §§5 through 15 of this Part.

- c. Whenever requested by the Department, the _____ agrees to furnish to the Department a signed duplicate original of the policy and all endorsements.

- d. Cancellation or any other Termination of the insurance by the _____, except for non-payment of premium or misrepresentation by the insured shall be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured.
Cancellation for non-payment of premium or misrepresentation by the insured shall be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.

- e. Insert for claims-made policies:
The insurance covers claims otherwise covered by the policy that are reported to the _____ within six months of the effective date of the cancellation or non-renewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered Occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or Termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in Appendix D and that the _____ is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in one or more States.”
