



Department of Natural Resources
and Environmental Control
Tank Management Section
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New Castle, DE 19720
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302-395-2555 (fax)
www.dnrec.delaware.gov/Tanks/

Form C- Insurance Endorsement

Facility ID #: _____

FC: 76

Facility Name: _____
[*name of each covered location*]

Address: _____
[*address of each covered location*]

Policy Number: _____

Endorsement (if applicable): _____

Period of Coverage: [*current policy period*] _____

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

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

Name of Insured: _____

Address of Insured: _____

Endorsement:

1. This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering the following Underground Storage Tank Systems:

Attach Appendix R, Tank Schedule, listing each UST System assured by this Endorsement.

For _____
[*insert: "taking corrective action" and/or "compensating third parties for Bodily Injury and Property Damage"*]

caused by Accidental Releases in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy; if coverage is different for different UST Systems or locations, indicate the type of coverage applicable to each UST System or location] arising from operating the UST(s) System(s) identified above.

The limits of liability are _____ limits of the Insurer's
[insert the dollar amount of the "each Occurrence" and "Annual Aggregate"]
or Group's liability; if the amount of coverage is different for different types of coverage or for different UST
Systems or locations, indicate the amount of coverage for each type of coverage and/or for each UST System or
location], exclusive of Legal Defense Costs which are subject to a separate limit under the policy. This coverage
is provided under _____. ***[Policy Number]***
The effective date of said policy is _____.
[Date]

2. The insurance afforded with respect to such Occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions inconsistent with subsections (a) through (e) of this Section 2 are hereby amended to conform with subsections (a) through (e):
- a. Bankruptcy or insolvency of the insured shall not relieve the _____
[Name of the Insurer or Risk Retention Group] of its obligations under the policy to which this endorsement is attached.
 - b. The _____ ***["Insurer" or "Group"]*** 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 from any such payment made by the _____ ***["Insurer" or "Group"]***. 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 Part F, §§2.2. through 2.12. of the Delaware *Regulations Governing Underground Storage Tank Systems*.
 - c. Whenever requested by the Department, the _____ ***["Insurer" or "Group"]*** 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 _____ ***["Insurer" or "Group"]***, 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 ten (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 _____ ***["Insurer" or "Group"]*** 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 Part F, §3.3. Form C of the Delaware *Regulations Governing Underground Storage Tank Systems* and that the _____
[“**Insurer**” or “**Group**”] 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*”].

[Date]

[Signature of authorized representative of Insurer or Risk Retention Group]

[Name of Person signing]

[Title of Person signing]

Authorized Representative of [name of Insurer or Risk Retention Group]

[Address of Representative]