

NOTE: The format shown in the below document is a sample. The requirement is for the information to be shown; the way it is shown is up to the preparer.

STORAGE TANK CERTIFICATE OF INSURANCE TO DEMONSTRATE FINANCIAL RESPONSIBILITY

40 CFR Part 280.97(b)(2)

Name and Address *[name and address of each covered location]:*

Policy Number: _____

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

Name and Address of Insurer or Risk Retention Group:

Name and Address of Insured:

1. _____, the _____, as identified above, hereby
[Name of Insurer or Risk Retention Group], *["Insurer" or "Group"]*
certifies that it has issued liability insurance covering the following _____
["underground" and/or "aboveground"]
storage tank(s):

[List the number of tanks at each facility and the name(s) and address(es) of the facility(ies) where the tanks are located. If more than one instrument is used to assure different tanks at any one facility, for each tank covered by this instrument, list the tank identification number provided in the notification submitted pursuant to 40 CFR 280.22, or the corresponding state requirement, and the name and address of the facility.]

Identification Number

Facility Name and Address

Number of Tanks

for _____

[insert: "taking corrective action" and/or "compensating third parties for bodily injury and property damage"]

caused by _____

*[insert: either "sudden accidental releases" or
"nonsudden accidental releases" or
"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 tanks or locations, indicate the type of coverage applicable to each tank or location]* arising from operating the storage tanks(s) identified above.

The limits of liability are

Each Occurrence: \$ _____

Annual Aggregate: \$ _____

[insert the dollar amount of "each occurrence" and "annual aggregate" limits of the Insurer's or Group's liability; if the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate the amount of coverage for each type of coverage and/or for each storage tank or location]

exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under _____. The effective date of said policy is _____.
[policy number] *[date]*

2. The _____ further certifies the following with respect to the insurance described
["Insurer" or "Group"]
in Paragraph 1:

a. Bankruptcy or insolvency of the insured shall not relieve the _____ of its
["Insurer" or "Group"]
obligations under the policy to which this certificate applies.

b. The _____ is liable for the payment of amounts within any deductible
["Insurer" or "Group"]
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 _____.
["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 40 CFR 280.95-280.102 and 280.104-280.107.

c. Whenever requested by _____, the
[a Director of an implementing agency]
_____ agrees to furnish to _____ a signed duplicate
["Insurer" or "Group"] *[the Director]*
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, will 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 will 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.

[Insert for claims-made policies:

e. The insurance covers claims otherwise covered by the policy that are reported to the _____ within six months of the effective date of cancellation or non-renewal *["Insurer" or "Group"]* 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 40 CFR 280.97(b)(2) and that the _____ is _____ *["Insurer" or "Group"]*

[insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in one or more states"].

[Signature of authorized representative of Insurer]

[Name of person signing]

[Title of person signing] Authorized Representative of [Name of Insurer or Risk Retention Group]

[Address of Representative]