

118302

For Informational Purposes Only

# CERTIFICATE OF INSURANCE - TEXAS

**NAME:** See Schedule of Facilities Endorsement (E038)

**ADDRESS:** See Schedule of Facilities Endorsement (E038)

**POLICY NUMBER:** <Pol Num>

**ENDORSEMENT (if applicable):** \_\_\_\_\_

**PERIOD OF COVERAGE:** <Eff Date> TO <Exp Date>

**NAME OF INSURER:** Colony Insurance Company

**ADDRESS OF INSURER:** 8720 Stony Point Parkway, Suite 300  
Richmond, Virginia 23235  
Tel. (800) 577-6614

**NAME OF INSURED:** <Ins Name>

**ADDRESS OF INSURED:** <Ins Name 2>  
<Ins Address 1>  
<Ins City> <Ins State> <Ins Zip>

**TEXAS DEPARTMENT OF INSURANCE**  
**AUSTIN, TEXAS**  
**APPROVED**  
**FEB 14 2012**

**CERTIFICATION:**

1. Colony Insurance Company, the "Insurer", as identified above, hereby certifies that it has issued liability insurance covering the following underground storage tank(s):

**See Schedule of Facilities Endorsement (E038)**

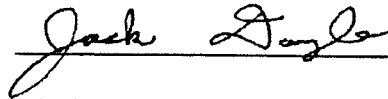
For taking corrective action and compensating third parties for "bodily injury" and "property damage" caused by either sudden accidental releases or non-sudden accidental releases or accidental releases, in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy arising from operating the Underground Storage Tank(s) identified above.

The Limits of Liability are <Each Occur> Each Occurrence and <Unit Gen Agg> Annual Aggregate Policy Limit, exclusive of legal defense costs. This coverage is provided under <Pol Num>. The effective date of said policy is <Eff Date>.

2. The Insurer further certifies the following with respect to the insurance described in paragraph 1:
  - a. Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this certificate applies.
  - b. The Insurer 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 payment made by the Insurer. 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 Title 30, TAC, §37.825 of this title (relating to Financial Test of Self-Insurance), §37.830 of this title (relating to Guarantee), §37.835 of this title (relating to Insurance and Risk Retention Group Coverage), §37.840 of this title (relating to Surety Bond), §37.845 of this title (relating to Letter of Credit), and §37.850 of this title (relating to Trust Fund).
  - c. Whenever requested by the Executive Director of the TCEQ, the Insurer agrees to furnish to the executive director a signed duplicate original of the policy and all endorsements.

- d. Cancellation or any other termination of the insurance by the Insurer, 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 this 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 ten days after a copy of such written notice is received by the insured.
- e. The insurance covers claims otherwise covered by the policy that are reported to the Insurer within six months of the effective date of 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 Title 30, Texas Administrative Code, §37.835(b)(2), and that the Insurer is eligible to provide insurance as an excess or surplus lines insurer in Texas.



Jack Doyle  
Authorized Representative  
Colony Insurance Company  
8720 Stony Point Parkway, Suite 300  
Richmond, Virginia 23235

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