

118897

**UNDERGROUND STORAGE TANK CERTIFICATE OF INSURANCE TO
DEMONSTRATE FINANCIAL RESPONSIBILITY
STATE OF TEXAS**

For Informational Purposes Only

Name: *for each covered location*

Address: *for each covered location*

Policy Number:

Period of Coverage: From 12:01am to 12:01am

Name of Insurer:

Address of Insurer: c/o ACE Environmental Risk, P.O. Box 1000, 436 Walnut Street WA07A,
Philadelphia, PA 19106

Name of Insured:

Address of Insured:

**TEXAS DEPT. OF INSURANCE
AUSTIN, TEXAS
APPROVED
MAY 07 2012**

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

| | | |
|----------------------------------|---------------------------|------------------------|
| <u>Facility Name and Address</u> | <u>Identification No.</u> | <u>Number of Tanks</u> |
|----------------------------------|---------------------------|------------------------|

for taking corrective action and 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 arising from operating the underground storage tanks identified above.

The Limits of Liability are:

- a. \$ _____ Each Occurrence
- b. \$ _____ Annual Aggregate

exclusive of legal defense costs. This coverage is provided under policy number _____ . The effective date of said policy is _____

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 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 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 **[INSERT "licensed to transact the business of insurance" OR "eligible to provide insurance as an excess or surplus lines insurer"]** in Texas.

**TEXAS DEPT. OF INSURANCE
AUSTIN, TEXAS
APPROVED
MAY 07 2012**

William P. Hazelton

Authorized Agent

William P. Hazelton, Executive Vice President - ACE Environmental Risk
Authorized Representative of
P.O. Box 1000, 436 Walnut Street WA07A, Philadelphia, PA 19106