



Texas Underground Storage Tank – Financial Responsibility Certificate of Insurance

FOR INFORMATION PURPOSES ONLY

Name/Address:

Policy Number:

TEXAS DEPT. OF INSURANCE
AUSTIN, TEXAS
APPROVED
03/17/2021

Endorsement:

Period of Coverage:

Name of Insurer: [Insurance Company]

Address of Insurer: 175 Berkeley Street
Boston, MA 02117

Name of Insured:

Address of Insured:

Certification:

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

[INSERT SCHEDULE OF COVERED LOCATIONS AND STORAGE TANKS]

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 tank(s) identified above.

The limits of liability are [LIMIT] each incident and [AGGREGATE] aggregate per policy period, 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 “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

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§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 30 TAC §37.835(b)(2), and that the "Insurer" is licensed to transact the business of insurance or eligible to provide insurance as an excess or surplus lines insurer in Texas.

[Signature of authorized representative of Insurer]

[Type name]

[Title]

Authorized Representative of **[Insurance Company]**
[ADDRESS OF OFFICE]