

120090

# FOR INFORMATIONAL PURPOSES ONLY

## Certificate of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Premium
SAMPLE	MM/DD/YYYY	MM/DD/YYYY	\$0000.00

**Named Insured and Mailing Address:**

Sample Account  
12345 SE 10th  
Spokane, TX 54321

**Name of Insurer:**

American Safety Risk Retention Grp.  
100 Galleria Parkway SE, Suite 700  
Atlanta, GA 30339

### CERTIFICATE:

1. American Safety Indemnity Company, the 'Insurer', as identified above, hereby certifies that it has issued liability insurance covering the following underground storage tanks:

**Per Attached Scheduled Locations and Scheduled Storage Tank(s) Systems**

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: \$1,000,000 Each Occurrence and: \$1,000,000 Annual Aggregate Policy Limit, exclusive of legal defense costs. This coverage is provided under Policy Number: SAMPLE. The effective date of said policy is: MM/DD/YYYY.

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 Texas Commission on Environmental Quality, 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 (6) 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 reported 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 licensed to transact the business of insurance in Texas.

In Witness Whereof, this Company has caused this policy to be signed by its President and Secretary, but if required by state law, this policy shall not be valid unless countersigned by an authorized representative of the Company.

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Secretary

President

**TEXAS DEPT. OF INSURANCE  
AUSTIN, TEXAS  
APPROVED  
APR 19 2012**