

121582

TEXAS
CERTIFICATE OF INSURANCE

For Information Purposes Only

Name:

Address:

Policy Number:

Endorsement:

Period Coverage:

Name of Insurer or Risk Retention Group: Indian Harbor Insurance Company

Address of Insurer or Risk Retention Group: 505 Eagleview Blvd., Suite 100, Dept: Regulatory
Exton, PA 19341

Name of Insured:

Address of Insured:

Certification:

1. Indian Harbor Insurance Company, Insurer, as identified above, hereby certifies that it has issued liability insurance covering the following underground 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 registration information submitted under Title 30, Texas Administrative Code, §334.7 (relating to Registration for USTs), and the name and address of the facility.)

<u>No. of Tanks</u>	<u>Name</u>	<u>Address</u>	<u>Location of Tanks</u>
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for [insert: "taking corrective action" and/or "compensating third parties for bodily injury and property damage caused by"] either sudden 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 underground storage tank(s) identified above.

The limits of liability are [insert the dollar amount of the "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 underground storage tanks or locations, indicate the amount of coverage for each type of coverage and/or for each underground storage tank or location], exclusive of legal defense costs. This coverage is provided under [insert policy number]. The effective date of said policy is [insert date].

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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.

(Insert for claims made policies:

- 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 Insurer is [insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer"] in Texas.

Date: _____

(Signature of Authorized Representative of Insurer)

Authorized Representative of Indian Harbor Insurance Company

c/o XL Insurance
505 Eagleview Boulevard
Exton, PA 19341-0636

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AUSTIN, TEXAS
APPROVED

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