

STATE OF FLORIDA STORAGE TANK INSURANCE ENDORSEMENT

Reference: 40 CFR 280.97(b)(1)

Insurer or Risk Retention Group:

_____, herein referred to as "Insurer",
[Name of Insurer or Risk Retention Group]

[Business address of Insurer or Risk Retention Group]

"Insurer" is a(n) _____.
[Enter "insurer" or "risk retention group"]

Insured:

[Name of owner or operator]

[Business address of owner or operator]

Policy Number: _____ **Endorsement Number:** _____
[If applicable]

Period of Coverage: _____ **Policy Effective Date:** _____
[Current policy period]

Covered Locations:

[List for each facility covered: the FDEP identification number and the name and site address of the facility where tanks assured by this instrument are located and the number of tanks at that site. If separate mechanisms or combinations of mechanisms are being used to assure any of the tanks at this facility, list each tank assured by this instrument by the tank identification number provided in the notification submitted pursuant to Rules 62-761.400 and 62-762.401, F.A.C. If coverage is different for different tanks or locations, indicate the type of coverage applicable to each tank or location. Indicate "See attachment" if required.]

<u>FDEP FacID</u>	<u>Facility Name and Site Address</u>	<u>Number of Tanks or Tank I.D. Nos.</u>

Endorsement:

1. "Insurer" hereby certifies that it has issued to the Insured the liability insurance identified above to provide financial assurance for _____ caused by
[Insert "taking corrective action" and/or "compensating third parties for bodily injury and property damage"]

_____ in accordance with and subject to the limits of liability,
[Insert "sudden accidental releases" or "nonsudden accidental releases" or "accidental releases"]

exclusions, conditions, and other terms of the policy arising from operating the facilities/tanks identified above. The Insurer further warrants that such policy conforms in all respects with the requirements of 40 CFR 280.97(b), as adopted by reference in Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), for the above specified financial assurance. It is agreed that any provision of the policy inconsistent with such regulations is hereby amended to eliminate such inconsistency.

The limits of liability are:

Each Occurrence: \$ _____

Annual Aggregate: \$ _____

[If the amount of coverage is different for different types of coverage or for different storage tanks or locations, indicate on the facility list above or by separate attachment the amount of coverage for each type of coverage and/or for each storage tank or location.]

exclusive of legal defense costs, which are subject to a separate limit under the policy.

2. The insurance afforded with respect to such occurrences is subject to all of the terms and conditions of the policy; provided, however, that any provisions inconsistent with subsections (a) through (e) of this Paragraph 2 are hereby amended to conform with subsections (a) through (e):

- a. Bankruptcy or insolvency of the insured shall not relieve "Insurer" of its obligations under the policy to which this endorsement is attached.
- b. "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 such payment made by "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 40 CFR 280.95 - 280.102 and 280.104 - 280.107.
- c. Whenever requested by the Florida Department of Environmental Protection (FDEP) Secretary or the Secretary's designee ("designee"), "Insurer" agrees to furnish, to the FDEP Secretary or designee, a signed duplicate original of the policy and all endorsements.
- d. Cancellation or any other termination of the insurance by "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 10 days after a copy of such written notice is received by the insured.

[Check this box if the following paragraph, for claims-made policies, applies.]

- e. The insurance covers claims otherwise covered by the policy that are reported to "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.

The person whose signature appears below hereby certifies that the wording of this instrument is identical to the wording as adopted and incorporated by reference in subsection(s) 62-761.420(4) and/or 62-762.421(4), F.A.C., and that "Insurer"

is _____ .
[Insert "licensed to transact the business of insurance" or "eligible to provide insurance as an excess or surplus lines insurer in Florida"]

Embossed seal of "Insurer" must be included.

[Signature of Authorized Representative of Insurer]

[Name and Title]

[Address]

[Telephone Number]

[Email Address]

[Signature of Witness or Notary]

[Date of Witness or Notary]

[Printed Name of Witness or Include Notary Seal]