

STATE OF FLORIDA STORAGE TANK INSURANCE ENDORSEMENT

Reference: 40 CFR 280.97(b)(1)

Insurance Company or Risk Retention Group:

_____, herein referred to as "Insurer",
[Name of insurance company or risk retention group]

[Business address of Insurer]

Insurer is a(n) _____.
[Insert "insurance company" 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]

Retroactive Coverage date: _____
[enter date or "Not Applicable"]

Covered Locations (Facility/Tank Schedule):

[List information for each facility. See Instruction #6 on page *i* for details. Indicate "See attachment identifying instrument and dated [date]" if required.]

DEP FacID (for sites in Florida)	Facility Name and Site Address (for all sites covered)	Number of Tanks or Tank I.D. Nos.

Endorsement:

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

_____ in accordance with and subject to the limits of
[Insert "accidental discharges" or "sudden accidental discharges" or "nonsudden accidental discharges" or leave blank if only corrective action is covered]

liability, 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 Rule(s) 62-761.420 and/or 62-762.421, Florida Administrative Code (F.A.C.), as applicable, which adopt 40 CFR Part 280 Subpart H by reference, 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 (i) of this Paragraph 2 are hereby amended to conform with subsections (a) through (i):

- (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 (DEP) Secretary or the Secretary's designee ("designee"), Insurer agrees to furnish, to the DEP 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.
- (e) Policy does not include choice of law and venue in favor of jurisdictions other than Florida.
- (f) Policy covers voluntary tank removal and inspection and covers loading and unloading activities.
- (g) If policy includes exclusions not allowed by 40 CFR Part 280 Subpart H, the exclusions are associated only with retroactive coverage.
- (h) _____ [Check if applicable.] Policy includes Self-Insured Retention (SIR) language associated with the current period of coverage.
- (i) If policy is a claims-made policy, the following applies. 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 Rule(s) 62-761.420 and/or 62-762.421, 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"]

[Signature of Authorized Representative of Insurer]

[Name and Title]

[Address]

[Telephone Number]

[Email Address]

[Signature of Witness or Notary]

[Printed Name of Witness or include Notary Seal]

Authority to amend policy, pursuant to paragraph 1.,
is substantiated by [Select at least one]:

- _____ embossed seal of Insurer
- _____ electronic seal of Insurer
- _____ signature is of Insurer's President
- _____ signature matches signature on policy
- _____ accompanying letter from Insurer's President
verifies signatory has authority to amend policies

[Date of Witness or Notary]