

CERTIFICATE OF INSURANCE

NAME: See Schedule of Facilities Endorsement (E038)

ADDRESS: See Schedule of Facilities Endorsement (E038)

POLICY NUMBER: _____

PERIOD OF COVERAGE: 5/25/2013 TO 5/25/2014

NAME OF INSURER: Colony Insurance Company
8720 Stony Point Parkway, Suite 300
Richmond, Virginia 23235
Tel. (800) 577-6614

NAME OF INSURED: _____

ADDRESS OF INSURED: _____

CERTIFICATION

1. Colony Insurance Company, the insurer, as identified above, hereby certifies that it has issued liability insurance covering the following underground storage tank(s):

See Schedule of Facilities Endorsement (E038)

For "corrective action costs" and/or compensation 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 underground storage tank(s) identified above.

The Limits of Insurance are \$1,000,000 each occurrence and \$2,000,000 aggregate policy limit, exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under see above. The effective date of the policy is 5/25/2013.

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 from the insured for any such 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 40 CFR 280.95-280.102.
 - C. Whenever requested by a director of an implementing agency, the insurer agrees to furnish to the 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 10 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 insurance, and exclusions of the policy.

I hereby certify that the wording of this instrument is identical to the wording in 40 CFR 280.97(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 one or more states.

Jack Doyle

Jack Doyle
Authorized Representative
Colonial Insurance Company
200 Stony Point Parkway, Suite 300
Richmond, Virginia 23235

SAMPLE ONLY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SCHEDULE OF FACILITIES ENDORSEMENT STORAGE TANK POLLUTION LIABILITY COVERAGE

It is agreed that coverage is provided for the "Storage Tank Systems" at the "Scheduled Facility(ies)" listed below:

SCHEDULED FACILITY(IES)

NUMBER OF STORAGE TANK SYSTEM(S)

3 Underground Storage Tanks

**SAMPLE
ONLY**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
STORAGE TANK POLLUTION LIABILITY COVERAGE**

The person or organization shown in the Schedule below is added to the Policy as an Additional Insured, but only to the extent that the Additional Insured is indirectly liable for the Named Insured's acts or omissions which result in "corrective action costs", "bodily injury" or "property damage" caused by a "release" of a "petroleum product". An Additional Insured is not insured under this Policy for sums the Additional Insured is directly legally obligated to pay because of acts or omissions committed by the Additional Insured.

SCHEDULE

**SAMPLE
ONLY**

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.