

UST-FR1

**NORTH CAROLINA
DEPARTMENT OF ENVIRONMENT & NATURAL RESOURCES
UNDERGROUND STORAGE TANK PROGRAM
FINANCIAL RESPONSIBILITY-CERTIFICATE OF INSURANCE
(PURSUANT TO 15A NCAC 20)**

**I. Miscellaneous Information**

Insurer Name:	Insured Name:
Insurer Address:	Insured Address:
Insurer City, State & Zip Code:	Insured City, State & Zip Code
Policy Number:	Per Occurrence Liability Limit: (At Least \$120,000 + \$600 Per UST)
Policy Effective Date / Policy Period of Coverage:	Annual Aggregate Liability Limit: (At Least \$120,000 + \$600 Per UST)

II. Certification

1. The insurer, as identified above, hereby certifies that it has issued liability insurance covering the underground storage tanks (USTs) listed in Section III of this form for taking corrective action and compensating third parties for bodily injury and property damage caused by sudden and nonsudden 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 tanks. The per occurrence and annual aggregate limits of liability, as identified above, are exclusive of legal defense costs, which are subject to a separate limit under this policy. This coverage is provided under the policy number as identified above. The effective date of said policy is as identified above.
2. The insurer further certifies the following with respect to the insurance described in the above 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 such payment made by the insurer.
 - c. Whenever requested by the North Carolina Department of Environment and Natural Resources (NCDENR), the insurer agrees to furnish to NCDENR 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 liability, and exclusions of the policy.

I hereby certify that the insurer is licensed, registered or otherwise authorized to provide insurance in North Carolina.

Signature of Authorized Representative of Insurer:	Address of Authorized Representative of Insurer:
Printed Name of Authorized Representative of Insurer:	City, State & Zip Code of Authorized Representative of Insurer:
Title of Authorized Representative of Insurer:	Date:

