

Insurance and Risk Retention Group Coverage
OAC 1301:7-9-05(N)

[Note: Each liability insurance policy shall be amended by an endorsement worded as specified in the following paragraph “(a) Endorsement” or, evidenced by a certificate of insurance worded as specified in the following paragraph entitled “(b) Certificate of Insurance”, except that instructions in brackets shall be replaced with the relevant information and the brackets deleted. Refer to OAC 1301:7-9-05(N) for additional requirements.]

“(a) Endorsement

Name: [name of each covered location].

Address: [address of each covered location].

Policy number: _____

Period of Coverage: [current policy period].

Name of [Insurer or Risk Retention Group]:

Address of [Insurer or Risk Retention Group]:

Name of Insured:

Address of Insured:

Endorsement:

1. This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering the following underground storage tanks:

[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, describe the tanks covered and list the name and address of the facility.]

For taking corrective action and compensating third parties for bodily injury and property damage caused by accidental releases in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy arising from operating the underground storage tank(s) identified above.

The limits of liability are **[applicable dollar amount from paragraphs (H)(1) to (H)(1)(b) of this rule]** per-occurrence and **[applicable dollar amounts from paragraph (J)(2) of this rule]** aggregate **[if the amount of coverage is different for different underground storage tanks or locations, indicate the amount of coverage for each underground storage tank or location]**, exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under **[policy number]**. The effective date of said policy is **[date]**.

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 the **["Insurer" or "Group"]** of its obligations under the policy to which this endorsement is attached.

B. The **["Insurer" or "Group"]** 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" or "Group"]**.

C. Whenever requested by the Ohio Fire Marshal, the **["Insurer" or "Group"]** agrees to furnish to the Ohio Fire Marshal a signed duplicate original of the policy and all endorsements. The **["Insurer" or "Group"]** agrees to furnish to the Ohio Fire Marshal copies of all payments made under this policy within ten days of making payment.

D. Cancellation or any other termination of the insurance by the **["Insurer" or "Group"]**, except for non-payment of premium or misrepresentation by the Insured, will be effective only upon written notice and only after the expiration of sixty 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 ten 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" or "Group"]** within six months of the effective date of the 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 wording of this instrument is identical to the wording in paragraph (N)(2) of rule 1301:7-9-05 of the Ohio Administrative Code and that the **["Insurer" or "Group"]** is in compliance with all applicable sections of Title 39 of the Ohio Revised Code.

[Signature of authorized representative of Insurer or Risk Retention Group].

[Name of person signing].

[Title of person signing], Authorized Representative of [name of Insurer or Risk Retention Group].

[Address of representative].”

“(b) Certificate of Insurance

Name: [name of each covered location].

Address: [address of each covered location].

Policy number: _____

Endorsement (if applicable):

Period of Coverage: [current policy period].

Name of [Insurer or Risk Retention Group]:

Address of [Insurer or Risk Retention Group]:

Name of Insured:

Address of Insured:

Certification:

1. **[Name of Insurer or Risk Retention Group]**, **[the "Insurer" or "Group"]**, 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, describe the tank covered and list the name and address of the facility.]

For taking corrective action and compensating third parties for bodily injury and property damage caused by accidental releases, in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy, arising from operating the underground storage tank(s) identified above.

The limits of liability are **[applicable dollar amount from paragraphs (H)(1) to (H)(1)(b) of this rule]** per-occurrence and **[applicable dollar amount from paragraph (J)(2) of this rule]** annual aggregate **[if the amount of coverage is different for different underground storage tanks or locations, indicate the amount of coverage for each underground storage tank or location]**, exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under **[policy number]**. The effective date of said policy is **[date]**.

2. The **["Insurer" or "Group"]** 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" or "Group"]** of its obligations under the policy to which this certificate applies.

B. The **["Insurer" or "Group"]** 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" or "Group"]**.

C. Whenever requested by the Ohio Fire Marshal, the **["Insurer" or "Group"]** agrees to furnish to the Ohio Fire Marshal a signed duplicate original of the policy and all endorsements. The **["Insurer" or "Group"]** agrees to furnish to the Ohio Fire Marshal copies of all payments made under this policy within ten days of making payment.

D. Cancellation or any other termination of the insurance by the **["Insurer" or "Group"]**, except for non-payment of premium or misrepresentation by the Insured, will be effective only upon written notice and only after the expiration of sixty 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 ten 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" or "Group"]** 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 wording of this instrument is identical to the wording in paragraph (N)(2) of rule 1301:7-9-05 of the Ohio Administrative Code and that the **["Insurer" or "Group"]** is in compliance with all applicable sections of Title 39 of the Ohio Revised Code.

[Signature of authorized representative of Insurer].

[Type name].

[Title of person signing], Authorized Representative of [name of Insurer or Risk Retention Group].

[Address of Representative]."