

# Hazardous Waste Facility Certificate of Liability Insurance

1. \_\_\_\_\_, the "Insurer," of  
(insert name of Insurer)

\_\_\_\_\_  
(address of Insurer)

hereby certifies that it has issued liability insurance covering bodily injury and property damage to

\_\_\_\_\_, the "Insured," of \_\_\_\_\_  
(insert name of Insured)

\_\_\_\_\_  
(address of Insured)

in connection with the Insured's obligation to demonstrate financial responsibility under 401 KAR 39:090. The coverage applies at (list EPA Identification Number, name, and address for each facility):

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

for \_\_\_\_\_;

(insert "sudden accidental occurrences," "nonsudden accidental occurrences," or "sudden and nonsudden accidental occurrences"; if coverage is for multiple facilities and the coverage is different for different facilities, indicate which facilities are insured for sudden accidental occurrences, which are insured for nonsudden accidental occurrences, and which are insured for both on an attached sheet.)

The limits of liability are

(insert the dollar amount of the "each occurrence" limits of the Insurer's liability)

for each occurrence and

(insert the dollar amount of the "annual aggregate" limits of the Insurer's liability)  
annual aggregate, exclusive of legal defense costs.

The coverage is provided under policy number \_\_\_\_\_,

(insert the policy number)

issued on \_\_\_\_\_ . The effective date of said policy is \_\_\_\_\_ .

(date)

(date)

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.

(b) The Insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement by 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 as specified in 401 KAR 39:090.

- (c) Whenever requested by the Division of Waste Management, hereinafter the Division, the Insurer agrees to furnish to the Division a signed duplicate original of the policy and all endorsements.
- (d) Cancellation of the insurance, whether by the Insurer, the Insured, a parent corporation providing insurance coverage for its subsidiary, or by a firm having an insurable interest in and obtaining liability insurance on behalf of the owner or operator of the hazardous waste site(s) or facility(ies), will be effective only upon written notice and only after the expiration of sixty (60) days after a copy of such written notice is received by the Division.
- (e) Any other termination of the insurance will be effective only upon written notice and only after the expiration of thirty (30) days after a copy of such written notice is received by the Division.

I hereby certify that the wording of this instrument is identical to the wording specified in 401 KAR 39:090 as such regulations were constituted on the date first above written, and that the Insurer is licensed to transact the business of insurance in the Commonwealth of Kentucky or, if exempted by KRS 304.11-030, the Insurer is licensed to transact the business of primary in one (1) state, or is licensed to provide Insurance as an excess or surplus lines insurer in one (1) state.

\_\_\_\_\_  
*(Signature of authorized representative of Insurer)*

\_\_\_\_\_  
*(Name, typed)*

\_\_\_\_\_  
*(Title, typed)*

Authorized Representative of \_\_\_\_\_  
*(name of Insurer)*

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*(Insurance Agency Name and Address of Representative)*

DWM-6035L

*(Note: Use of this language is required by 401 KAR 39:090.)*