

**AST FR-5**  
**Certificate of Insurance**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Policy Number: \_\_\_\_\_

Endorsement: \_\_\_\_\_

Period of Coverage: \_\_\_\_\_

Name of: \_\_\_\_\_

\_\_\_\_\_

Address of: \_\_\_\_\_

\_\_\_\_\_

Name of Insured: \_\_\_\_\_

Address of Insured:

\_\_\_\_\_

\_\_\_\_\_

Certification:

1. \_\_\_\_\_, the “insurer” or “Group,” as identified above, hereby certifies that it has issued liability insurance covering the following aboveground storage tanks (ASTs);

*[Attach tank schedule:*

*List for each facility: the name and address of the facility where tanks assured by this financial test are located, the tank registration number and the individual WVDEP issued Tank identification number.]*

For taking corrective action for releases from the presence, use, or operation of the ASTs identified in the attached tank schedule in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy (if coverage is different for different tanks or locations, indicate the type of coverage applicable to each tank or location arising from operating the ASTs identified above);

The limits of liability are

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\_\_\_\_\_, exclusive of legal defense costs which are subject to a separate limits under the policy. This coverage is provided under \_\_\_\_\_. The effective date of said policy is \_\_\_\_\_.

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.” 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 subsection 12.2 of the AST rule.
- c. Whenever requested by the West Virginia Department of Environmental Protection (WVDEP), the \_\_\_\_\_ agrees to furnish to the WVDEP a signed duplicate original of the policy and all endorsements.
- d. Cancellation or any other termination of the insurance by the \_\_\_\_\_, 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. [Insert for claims-made policies:
- f. The insurance covers claims otherwise covered by the policy that are reported to the \_\_\_\_\_ 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 \_\_\_\_\_ is licensed to transact the business of insurance, or eligible to provide insurance as an excess or surplus lines insurer, in the State of West Virginia”].

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*Signature of authorized representative of Insurer or Risk Retention Group*

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*Name of person signing*

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*Title of person signing*

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*Authorized Representative of Insurer or Risk Retention Group*

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*Address of Representative*