

**STATE OF FLORIDA
HAZARDOUS WASTE TRANSPORTER
LIABILITY ENDORSEMENT**

1. This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering bodily injury and property damage including environmental restoration for sudden accidental occurrences in connection with the insured's obligation to demonstrate financial responsibility under Florida Administrative Code Rule 62-730.170.

The coverage applies at:

| <u>EPA/DEP I.D. No.</u> | <u>Name</u> | <u>Physical Address</u> |
|-------------------------|-------------|-------------------------|
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(If coverage is for multiple facilities, identify each facility insured.)

This insurance is primary and the company shall not be liable for amounts in excess of \$ _____ for each accident, exclusive of the legal defense costs.

This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident, exclusive of legal defense costs.

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 of the policy inconsistent with subsections (a) through (d) of this Paragraph are hereby amended to conform with subsections (a) through (d):

(a) Bankruptcy or insolvency of the insured shall not relieve the Insurer of its obligations under the policy to which this endorsement is attached.

(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.

(c) Whenever requested by the Secretary (or designee) of the Florida Department of Environmental Protection (FDEP), the Insurer agrees to furnish to the Department a signed duplicate original of the policy and all endorsements.

(d) Cancellation of this endorsement, whether by the Insurer or the insured and any other termination of this endorsement (e.g., expiration, non-renewal), 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 Secretary of the FDEP as evidenced by certified mail return receipt.

(e) The Insurer shall not be liable for the payment of any judgment or judgments against the Insured for claims resulting from accidents which occur after the termination of the insurance described herein, but such termination shall not affect the liability of the Insurer for the payment of any such judgment or judgments resulting from accidents which occur during the time the policy is in effect.

Attached to and forming part of policy No. _____ issued by
_____, herein called the Insurer, of
[Name of Insurer]
_____ to
[Address of Insurer]
_____ of
[Name of Insured]

[Physical Address of Insured]

this _____ day of _____, 20____.
(Day) (Month) (Year)

The effective date of said policy is _____ day of _____, 20____.
(Day) (Month) (Year)

The expiration date of said policy is _____ day of _____, 20____.
(Day) (Month) (Year)

I hereby certify 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 including Florida.

[Signature of Authorized Representative of Insurer]

[Type Name]

[Title]

Authorized Representative of

[Name of Insurer]

[Address of Representative]