



Received

SEP 27 2012

BSHW

Certificate of Liability Insurance Used Oil Transporters

Please Print or Type Form

1. Zurich American Insurance Company (the Insurer), 1400 American Lane, Schaumburg, IL 60196
(Name of the Insurer) (Address of the Insurer)

hereby certifies that it has issued liability insurance to: USA Oil, LLC (the Insured),
(Name of the Insured)

210 Egg & Butter Road, Ochlocknee, GA 31773 whose EPA Identification number is GAR 00 0_05_27_46
(Address of the Insured)

This insurance complies with the insured's obligation to demonstrate the financial responsibility required by Florida
Administrative Code Rule 62-710.600(2)(e). [See page 2 on the back side of this Form]

The insurance is primary and the company shall be liable for amounts up to \$ 1,000,000 less the deductible or
retention of \$ 0 for each accident exclusive of legal defense costs. If a deductible or retention is applied,
its amount may not exceed 10% of the equity of the Insured.

This coverage is provided under policy number TRK5509682, issued on 5/30/2012.
(Date)

The expiration date of said policy is 5/30/2013 or the annual renewal date 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 this 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.
- 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 the insurance, whether by the Insurer or the Insured or by any other termination of the insurance (e.g. expiration or 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 judgments resulting from accidents which occur during the time the policy is in effect.

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 Insurer or Authorized Representative)

Authorized Representative of

Andrew M. Easton
(Type Name)

Zurich American Insurance Company.
(Name of Insurer)

Assistant Vice President
(Title)

6602 E. 75th Street, Ste 450, Indianapolis, IN 46250
(Address of Representative)

**Chapter 62-710.600(2)(e), Florida Administrative Code
Certification Program for Used Oil Transporters**

(e) Have, verify, and maintain vehicle insurance with a combined single limit of no less than \$1,000,000. Such insurance, or additional policy, must in no way exclude pollution coverage for sudden and accidental alleged or threatened discharge, dispersal, seepage, migration, release or escape of used oil, and must include any cost or expense relating to pollution damage for which the transporter is legally liable. Such insurance must be maintained at all times and be exclusive of legal defense costs.

1. The insurance required in this paragraph may be established by:

a. Evidence of liability insurance, either on a claim made or an occurrence basis, with or without a deductible (with the deductible, if any, to be on a per occurrence or per accident basis and not to exceed ten percent of the equity of the business), using DEP Form 62-710.901(4). The insurance policy shall be issued by an agent or company authorized or licensed to transact business in the State of Florida. An ACORD form will only be accepted for renewal of a policy with the same carrier; or

b. For business entities registered in Florida, evidence of self-insurance provided by the chief financial officer of the business entity.

2. States and the federal government are exempt from the requirements of this paragraph.

Any questions concerning this form may be referred to the Used Oil Coordinator, MS 4560, Department of Environmental Protection 2600 Blair Stone Road, Tallahassee, FL 32399-2400, Phone (850) 245-8754, email: sebrene.bolton@dep.state.fl.us , OR Phone (850) 245-8755, email: aprilia.graves@dep.state.fl.us



U.S. Department
of Transportation
Federal Motor Carrier
Safety Administration

**ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**

Form Approved:
OMB No.: 2126-0008

Issued to USA Oil, LLC of 210 Egg & Butter Road, Ochlocknee, GA 31773
Dated at Indianapolis, IN this 29th day of May, 20 12
Amending Policy No. TRK5509682 Effective Date 05/30/2012
Name of Insurance Company Zurich American Insurance Company

Countersigned by

Authorized Company Representative

This policy to which this endorsement is attached provides primary or excess insurance, as indicated by "[X]", for the limits shown:

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ 1,000,000 CS for each accident.
☐ 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.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 1-402-963-5000

Cancellation of this endorsement may be effected by the company of the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions or which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property. Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife. Public Liability means liability for bodily injury, property damage, and environmental restoration

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final

judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

THE SCHEDULE OF LIMITS SHOWN ON THE REVERSE SIDE DOES NOT PROVIDE COVERAGE. The limits shown in the schedule are for information purposes only.

**SCHEDULE OF LIMITS
PUBLIC LIABILITY**

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (In interstate or foreign commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Property (nonhazardous)	\$ 750,000
(2) For-hire and Private (In interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,000 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (In interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,000 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group 1, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000