

Mail original completed form to: Department of Environmental Protection
2600 Blair Stone Road, Mail Station 4560
Tallahassee, Florida 32399-2400

For assistance call: 850-245-8707



**STATE OF FLORIDA
CERTIFICATE OF LIABILITY INSURANCE
HAZARDOUS WASTE TRANSPORTER AND USED OIL HANDLER**

1. AIG Specialty Insurance Company

(Name of Insurer)

(the "Insurer"), of 175 Water St., New York, NY 10038

(Address of Insurer)

hereby certifies that it has issued liability insurance covering bodily injury and property damage including environmental restoration for sudden accidental occurrences to

TCI of Alabama, LLC

(Name of Insured)

(the "Insured"), of 101 Parkway East, Pell City, AL 35125

(Physical Address of Insured)

in connection with the insured's obligation to demonstrate financial responsibility under Florida Administrative Code Rule 62-710.600(2) and 62-730.170. The coverage applies at:

<u>EP ID</u>	<u>EP I.D. No.</u>	<u>Name</u>	<u>Physical Address</u>
AID983167891	TCI of Alabama, LLC	101 Parkway East, Pell City, AL 35125	

(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 \$ 1,000,000 for each accident, exclusive of legal defense costs. The coverage is provided under policy number EG14206595, issued on 07/16/2014 (date).

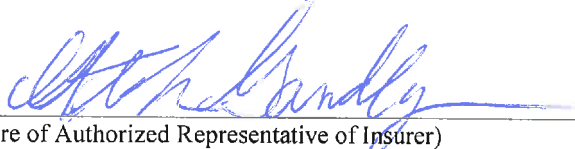
The effective date of said policy is 07/16/2014 (date) and the expiration date of said policy is 12/16/2015 (date).

This insurance is excess and the company shall not be liable for amounts in excess of \$ 1,000,000 for each accident in excess of the underlying limit of \$ 1,000,000 for each accident, exclusive of legal defense costs. The coverage is provided under policy number EUG14206596, issued on 07/16/2014 (date). The effective date of said policy is 07/16/2014 (date) and the expiration date of said policy is 12/16/2015 (date).

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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.
 - (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 and any other termination of the insurance (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.

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 of more States including Florida.


(Signature of Authorized Representative of Insurer)

Stephen L. Gandley

(Typed name)

President, Specialty Risk Placement

(Title)

Authorized Representative of

AIG Specialty Insurance Company

(Name of Insurer)

175 Water St., New York, NY 10028

(Address of Representative)

August 28, 2014

Department of Environmental Protection
2600 Blair Stone Road, Mail Station 4560
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RE: TCI of Alabama, LLC

To whom it may concern:

With respects to insurance coverage for Hazardous Waste Transportation, please be advised that TCI of Alabama, LLC's General Liability policy #EG14206595 and Excess Liability policy #EUG14206596 thru AIG Specialty Insurance Company, would respond in the event of a liability pollution claim.

Please see attached General Liability / Transportation Cargo endorsement policy wording for your reference. Should you have any questions with respects to this coverage, please contact our office at 201-797-6600.

Regards,



Daniela Pineda
Account Executive
United Assurance

COVERAGE E-2 - PRODUCTS POLLUTION AND EXPOSURE LIABILITY

We will pay those sums that the insured becomes legally obligated to pay as **loss** because of **bodily injury, property damage or environmental damage** resulting from **pollution conditions** caused by **your product** and included in the **products-completed operations hazard**.

We will also pay those sums that the insured becomes legally obligated to pay as **loss** because of **bodily injury or property damage** resulting from ingestion or inhalation of, contact with, or exposure to, any fumes, dust, particles, vapors, liquids or other substances originating from **your product** and included in the **products-completed operations hazard**.

COVERAGE E-3 - CONTRACTORS POLLUTION LIABILITY

We will pay those sums that the insured becomes legally obligated to pay as **loss** because of **bodily injury, property damage, or environmental damage** resulting from **pollution conditions** caused by **your work**.

COVERAGE E-4 - TRANSPORTED CARGO

We will pay those sums that the insured becomes legally obligated to pay as **loss** because of **bodily injury, property damage or environmental damage** resulting from **pollution conditions** caused by an **occurrence** during the **transportation of cargo**.

COVERAGE E EMERGENCY RESPONSE COSTS

We will pay **emergency response costs** resulting from **pollution conditions** caused by: (a) heat, smoke or fumes from a **hostile fire**, provided Coverage E-1 is purchased; (b) **your product**, provided Coverage E-2 is purchased; (c) **your work**, provided Coverage E-3 is purchased; or (d) an **occurrence** during the **transportation of cargo**, provided Coverage E-4 is purchased. **Emergency response costs** must be first incurred by the insured and reported to us during the policy period. The insured must report the **emergency response costs** to us, in writing and in accordance with Section IV.2. of the Policy and such **pollution conditions** must be unexpected and unintended from the standpoint of the insured.

Each of the following paragraphs is applicable to Coverages E-1 through E-4:

- a. We will have the right and duty to defend the insured, to the extent applicable under each coverage of Section E-1 through E-4, against any suit seeking damages for **bodily injury, property damage or environmental damage**. However, we will have no duty to defend the insured against any suit seeking those damages to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any **claim or suit** that may result. But:

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B, medical expenses under Coverage C, or **loss** under Coverages D or E.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A, B and E**.

- b. This insurance applies to **bodily injury, property damage, or environmental damage** only if:

- (1) The **bodily injury, property damage, or environmental damage** is caused by an **occurrence** that takes place in the **coverage territory**; and
- (2) The **bodily injury, property damage or environmental damage** occurs during the policy period; and