

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

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Protection

JUL 06 2020

Permitting & Compliance
Assistance Program

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

1. GREAT DIVIDE INSURANCE COMPANY

(Name of Insurer)

(the "Insurer"), of 7233 EAST BUTHERUS DRIVE, SCOTTSDALE, AZ 85260

(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

(Name of Insured)

(the "Insured"), of 101 PARKWAY E., 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:

EPA/DEP I.D. No.

Name

Physical Address

ALD983167891 TCI OF ALABAMA, LLC 101 PARKWAY E., 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 BAP2029037-11, issued on 5/15/2020.
(date)

The effective date of said policy is 5/15/2020 and the expiration date of said policy
is 5/15/2021.
(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 _____, issued on _____. The effective date of
said policy is _____ and the expiration date of said policy is 5/15/2021.
(date) (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)

TOM BANKS

(Typed name)

UNDERWRITER

(Title)

Authorized Representative of

GREAT DIVIDE INSURANCE COMPANY

(Name of Insurer)

2 RAVINIA DRIVE STE 1100, ATLANTA, GA 30346

(Address of Representative)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Commercial Insurance Associates, LLC 103 Powell Court, Ste 200 Brentwood TN 37027 | CONTACT NAME: PHONE (A/C, No, Ext): 615-515-6000 E-MAIL ADDRESS: snoe@com-ins.com FAX (A/C, No): 615-515-6001 |
| INSURER(S) AFFORDING COVERAGE | |
| INSURER A: Nautilus Insurance Company | NAIC # 17370 |
| INSURER B: Great Divide Insurance Company | NAIC # 25224 |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 867987517

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | ECP2029036-11 | 5/15/2020 | 5/15/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> POLLUTION <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | BAP2029037-11 | 5/15/2020 | 5/15/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | FFX2029038-11 | 5/15/2020 | 5/15/2021 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N <input type="checkbox"/> N / A | | WCA2030657-10 | 11/30/2019 | 11/30/2020 | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | GL Pollution | | ECP2029036-11 | 5/15/2020 | 5/15/2021 | Limit 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Auto Pollution see form CA9948 attached.

CERTIFICATE HOLDER**CANCELLATION**

Department of Environmental Protection
2600 Blair Stone Road
Mail Station 4560
Tallahassee FL 32399

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLLUTION LIABILITY – BROADENED COVERAGE FOR COVERED AUTOS – BUSINESS AUTO AND MOTOR CARRIER COVERAGE FORMS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.