State of Oregon
DEQ Department of Environmental Quality

DEQ Certificate of Financial Responsibility Endorsement Form

Effective Date of Endorsement:	(00:00:01 a.m. at the address of the Underwriter listed in this policy)
Is attached to, forms a part of, and is subject to all the terms and conditions of, Policy:	
Issued to:	
Issued by, or on behalf of:	

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

In consideration of the premium charged for the Policy and solely with respect to any Claim for which the Named Insured in this policy is required to demonstrate financial responsibility pursuant to Oregon Administrative Rules ("OAR") Chapter 340 Division 300 or any provision cited within, it is hereby understood and agreed that the Policy is amended as follows:

Section I. Coverage Not Related to Pollution Clean-Up or Third-Party Damages

All clauses that state that "Defense Costs Reduce the Aggregate Policy Limit" set forth in this policy are deleted in their entirety.

The following is added to any conditions relating to legal defense costs.

Any coverage for legal defense costs will not erode any limit or sublimit of liability offered under any Coverages set forth in the Declarations intended to satisfy requirements pursuant to OAR 340-300-0008 to 0011

Any insurance coverage offered through this policy that is not pursuant to the requirements of OAR 340-300-0008 to 0011 for satisfying Financial Responsibility and is for purposes other than clean-up or third-party damage claims resulting from a Pollution Incident, will not erode the limit or limits of liability of coverages for clean-up and third-party damage claims set forth in the Declarations and Insuring Agreement of this policy.

Section II. Self-Insured Retention/Deductible

The following is hereby added to the policy and amends any condition(s) concerning deductibles or self-insured retention amounts.

Solely with respect to coverage afforded under this Policy pursuant to which the Insured is required to demonstrate financial responsibility to comply with the requirements of the Oregon Administrative Rules 340-

300-0008 to 0011 for Loss arising out of or resulting from “oils or liquid fuel products” or “hazardous materials” (as defined in OAR 340-300-0002), the Insurer shall be responsible for payment within, or of, the applicable Each Pollution Incident on a first-dollar basis, subject to the Reimbursement Condition set forth in Section III subsection (B) of this endorsement. Policies must not include prohibitions, exclusions or exemptions for spills caused by earthquakes or other natural hazards, including cascading events and/or multiple causes.

REIMBURSEMENT CONDITION

The following is added to any section of the policy that concerns the payment of deductible or self-insured retention amounts. The Named Insured agrees to reimburse the Insurer for any payment(s) made by the Insurer for any payment that the Insurer would not have been obligated to make under the provisions of the Policy except for the agreements contained in this Endorsement, including any payments of, or within, the applicable Each Pollution Incident self-insured retention or deductible amount.

Section III. Cancellation

A. The following is hereby added to the policy and modifies or replaces any conditions to the contrary relating to cancellation:

Termination or cancellation of this Policy, insofar as it serves as proof of the Insured’s financial responsibility, under OAR 340-300-0008 to 0011, shall not become effective until 30 days (10 days in the event of cancellation for non-payment of premium) after notice in writing has been mailed, prepaid and certified by the Underwriters to the Insured and to the COFR Team, Fuel Tank Seismic Stability Program, Oregon Department of Environmental Quality at 700 NE Multnomah St., Suite 600, Portland, OR 97232. Subject to the terms and conditions of the Policy, this Policy shall apply to all Claims arising from a Pollution Incident occurring during the Policy Period and before the effective date of the termination or cancellation and made to the Underwriters during the Policy Period or the extended reporting period, if applicable. This Provision shall not limit the Insurer’s right to rescind the Policy under applicable law.

Section IV. Evidence of Oregon State Financial Responsibility

A. By issuing this endorsement, it is agreed that this insurance may be used by the insured as a form of evidence of financial responsibility per OAR Chapter 340 Division 300.

B. The Insurer agrees to provide a duplicate original of this policy and all endorsements to be provided to DEQ upon written request.

Section V. Obligations Under Bankruptcy

A. Bankruptcy or insolvency of the Insured or of the Insured’s estate shall not relieve the Insurer of its obligations under this policy and as modified by this endorsement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

(insert signature box) (insert date)

(authorized representative of insurer)

Non-discrimination statement

DEQ does not discriminate on the basis of race, color, national origin, disability, age, sex, religion, sexual orientation, gender identity, or marital status in the administration of its programs and activities. For translations or alternate formats, visit DEQ's Civil Rights and Environmental Justice page.