

567—136.8(455B) Insurance and risk retention group coverage.

136.8(1) An owner or operator may satisfy the requirements of rule 567—136.4(455B) by obtaining liability insurance that conforms to the requirements of this rule from a qualified insurer or risk retention group. Such insurance may be in the form of a separate insurance policy or an endorsement to an existing insurance policy.

136.8(2) Each insurance policy must be amended by an endorsement worded as specified in 136.8(2)“a” “ENDORSEMENT” or evidenced by a certificate of insurance worded as specified in 136.8(2)“b” “CERTIFICATE OF INSURANCE,” except that instructions in brackets must be replaced with the relevant information and the brackets deleted:

a. ENDORSEMENT

Name: _____

Address: _____ [address of each covered location] _____

Policy Number: _____

Period of Coverage: _____ [current policy period] _____

Name of [Insurer or Risk Retention Group]:

Address of [Insurer or Risk Retention Group]:

Name of Insured: _____

Address of Insured: _____

Endorsement:

(1) This endorsement certifies that the policy to which the endorsement is attached provides liability insurance covering the following underground storage tanks:

[List the number of tanks at each facility and the name(s) and address(es) of the facility(ies) where the tanks are located. If more than one instrument is used to assure different tanks at any one facility, for each tank covered by this instrument, list the tank identification number provided in the notification submitted pursuant to 567—subrule 135.3(3) and the name and address of the facility.]

for [insert: “taking corrective action” and/or “compensating third parties for bodily injury and property damage caused by” either “sudden accidental releases” or “nonsudden accidental releases” or “accidental release; in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy”; if coverage is different for different tanks or locations, indicate the type of coverage applicable to each tank or location] arising from operating the underground storage tank(s) identified above.

The limits of liability are [insert the dollar amount of the “each occurrence” and “annual aggregate” limits of the Insurer’s or Group’s liability; if the amount of coverage is different for different types of

coverage or for different underground storage tanks or locations, indicate the amount of coverage for each type of coverage and/or for each underground storage tank or location], exclusive of legal defense costs, which are subject to a separate limit under the policy. This coverage is provided under [policy number]. The effective date of said policy is [date].

(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 inconsistent with numbered paragraphs “1” to “7” of this subparagraph are hereby amended to conform with numbered paragraphs “1” to “7”:

1. Bankruptcy or insolvency of the insured shall not relieve the [“Insurer” or “Group”] of its obligation under the policy to which this endorsement is attached.

2. The [“Insurer” or “Group”] is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third party, with a right of reimbursement by the insured for any such payment made by the [“Insurer” or “Group”]. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in rules 567—136.6(455B) to 567—136.17(455B).

3. Whenever requested by the Director of the Iowa Department of Natural Resources, the [“Insurer” or “Group”] agrees to furnish to the director a signed duplicate original of the policy and all endorsements.

4. Cancellation or any other termination of the insurance by the [“Insurer” or “Group”] except for nonpayment of premium or misrepresentation by the insured will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for nonpayment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of ten days after a copy of such written notice is received by the insured.

Insert for claims-made policies:

5. The insurance covers claims otherwise covered by the policy that are reported to the [“Insurer” or “Group”] within six months of the effective date of cancellation or nonrenewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the previous policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy

6. The [“Insurer” or “Group”] will notify the insured and any additional named insureds of the six-month extended reporting expiration date as provided in paragraph 136.8(2) “a”(2)“5” in any written final cancellation or nonrenewal notice in accordance with rule 567—136.18(455B).

7. Timely notice of a release and claim for coverage to the insurer by the Iowa Department of Natural Resources shall be deemed sufficient notice on behalf of the insured under the terms, conditions, and exclusions of this policy. Notice by the department does not modify or enlarge the terms, conditions and exclusions of coverage but is only intended to preserve coverage to which the insured may otherwise be entitled under the policy.

I hereby certify that the wording of this instrument is identical to the wording in 567—subrule 136.8(2) “ENDORSEMENT” and that the [“Insurer” or “Group”] 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].

[Signature of authorized representative of Insurer or Risk Retention Group]

[Name of person signing]

[Title of person signing], Authorized Representative of [name of Insurer or Risk Retention Group]

[Address of Representative]

b. CERTIFICATE OF INSURANCE

Name: _____ [name of each covered location]_____

Address: _____ [address of each covered location]_____

Policy Number: _____

Endorsement (if applicable): _____

Period of Coverage: _____ [current policy period]_____

Name of [Insurer or Risk Retention Group]:

Address of [Insurer or Risk Retention Group]:

Name of Insured: _____

Address of Insured: _____

Certification:

(1) [Name of Insurer or Risk Retention Group], [the “Insurer” or “Group”], except for the nonpayment of premium or misrepresentation by the insured, as identified above, hereby certifies that it has issued liability insurance covering the following underground storage tank(s):

[List the number of tanks at each facility and the name(s) and address(es) of the facility(ies) where the tanks are located. If more than one instrument is used to assure different tanks at any one facility, for each tank covered by this instrument, list the tank identification number provided in the notification submitted pursuant to 567—subrule 135.3(3) and the name and address of the facility.]

for [insert: “taking corrective action” and/or “compensating third parties for bodily injury and property damage caused by” either “sudden accidental releases” or “nonsudden accidental releases” or “accidental release; in accordance with and subject to the limits of liability, exclusions, conditions, and other terms of the policy”; if coverage is different for different tanks or locations, indicate the type of coverage applicable to each tank or location] arising from operating the underground storage tank(s) identified above.

The limits of liability are [insert the dollar amount of the “each occurrence” and “annual aggregate” limits of the Insurer’s or Group’s liability; if the amount of coverage is different for different types of coverage or for different underground storage tanks or locations, indicate the amount of coverage for each type of coverage and/or for each underground storage tank or location], exclusive of legal defense costs which are subject to a separate limit under the policy. This coverage is provided under [policy number]. The effective date of said policy is [date].

(2) The [“Insurer” or “Group”] further certifies the following with respect to the insurance described in subparagraph (1):

1. Bankruptcy or insolvency of the insured shall not relieve the [“Insurer” or “Group”] of its obligations under the policy to which this certificate applies.

2. The [“Insurer” or “Group”] is liable for the payment of amounts within any deductible applicable to the policy to the provider of corrective action or a damaged third party, with a right of reimbursement by the insured for any such payment made by the [“Insurer” or “Group”]. This provision does not apply with respect to that amount of any deductible for which coverage is demonstrated under another mechanism or combination of mechanisms as specified in 567—136.6(455B) to 567—136.17(455B).

3. Whenever requested by the Director of the Iowa Department of Natural Resources, the [“Insurer” or “Group”] agrees to furnish to the director a signed duplicate original of the policy and all endorsements.

4. Cancellation or any other termination of the insurance by the [“Insurer” or “Group”] except for nonpayment of premium or misrepresentation by the insured will be effective only upon written notice and only after the expiration of 60 days after a copy of such written notice is received by the insured. Cancellation for nonpayment of premium or misrepresentation by the insured will be effective only upon written notice and only after expiration of a minimum of 10 days after a copy of such written notice is received by the insured.

Insert for claims-made policies:

5. The insurance covers claims otherwise covered by the policy that are reported to the [“Insured” or “Group”] within six months of the effective date of cancellation or nonrenewal of the policy except where the new or renewed policy has the same retroactive date or a retroactive date earlier than that of the prior policy, and which arise out of any covered occurrence that commenced after the policy retroactive date, if applicable, and prior to such policy renewal or termination date. Claims reported during such extended reporting period are subject to the terms, conditions, limits, including limits of liability, and exclusions of the policy.

6. The [“Insurer” or “Group”] will notify the insured and any additional named insured of the six-month extended reporting expiration date as provided in paragraph 136.8(2) “b”(2)“5” in any written final cancellation or nonrenewal notice in accordance with rule 567—136.18(455B).

7. Timely notice of a release and claim for coverage to the insurer by the Iowa Department of Natural Resources shall be deemed sufficient notice on behalf of the insured under the terms, conditions and exclusions of this policy. Notice by the department does not modify or enlarge the terms, conditions and exclusions of coverage but is only intended to preserve coverage to which the insured may otherwise be entitled under the policy.

I hereby certify that the wording of this instrument is identical to the wording in 567—subrule 136.8(2) “CERTIFICATE OF INSURANCE” and that the [“Insurer” or “Group”] 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”].

[Signature of authorized representative of Insurer]

[Type name]

[Title], Authorized Representative of [name of Insurer or Risk Retention Group]

[Address of Representative]

136.8(3) Each insurance policy must be issued by an insurer or a risk retention group that, at a minimum, 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.
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