

LIABILITY INSURANCE ENDORSEMENT

(If additional space needed, add attachment.)

|                  |                           |  |
|------------------|---------------------------|--|
| Name of Insurer: | Address:<br>Phone Number: | CA Insurer License Number:<br>Or<br>NAIC Number: |
| Name of Insured: | Address:                  |  |

Major Waste Tire Facilities Covered: (Enter Information for Each Facility)

LIMITS OF LIABILITY

| Name:          | Address: | Major Waste Tire Facility Information Number: | Per Occurrence:* | Annual Aggregate:* |
|----------------|----------|---|------------------|--------------------|
|                |          |   |                  |                    |
|                |          |   |                  |                    |
|                |          |   |                  |                    |
|                |          |   | Total:           | Total:             |
| Policy Number: |          |   | Effective Date:  |                    |

\*Excluding legal defense costs and deductibles

**INSURER CERTIFICATION:**

1. By endorsement, the insurer certifies that this policy provides liability insurance covering personal injury and property damage in connection with the insured's obligation to demonstrate financial responsibility under Title 14, California Code of Regulations, Division 7, Chapter 6, Article 10. The coverage applies to the above-listed facility(ies) for accidental occurrences, including exposures to pollution, arising from the operation of the facility(ies).

2. Indicate whether the coverage is  primary or  excess coverage.

3. The limits of liability are the amounts stated above for "per occurrence" and "annual aggregate", exclusive of legal defense costs. If the endorsement is for an excess coverage insurance policy, complete the following sentence:

[\$  per occurrence and \$  annual aggregate in excess of the underlying limits of \$  per occurrence and \$  annual aggregate.]

4. The insurance coverage is subject to all of the terms and conditions of the policy; provided, however, that any provisions of the policy inconsistent with sections (a) through (e) of this paragraph shall be amended to conform with sections (a) through (e):

(a) Bankruptcy or insolvency of the insured shall not relieve the insurer of its obligations under the policy to which this endorsement is attached.

(b) The insurer is liable for the payment of amounts within any deductible applicable to the policy, with a right of reimbursement from the insured for any such payment made by the insurer.

(c) Upon request by CalRecycle or its designee, the insurer agrees to furnish to CalRecycle or its designee the original policy and all endorsements.

(d) Cancellation or any other termination of this endorsement, whether by the insurer or 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 sent by certified mail, and received by CalRecycle or its designee, as evidenced by the return receipts. (See exception, section (e))

(e) Cancellation due to non-payment of premiums is effective only upon written notice and only after the expiration of 10 days after the date on which the operator and CalRecycle or its designee have received the notice of termination, as evidenced by return receipts.

The party below certifies and signs under penalty of perjury under the laws of the State of California that the information in this document is true and correct to the best of his or her knowledge, that this document is being executed in accordance with the requirements of Title 14, California Code of Regulations, Division 7, Chapter 6, Article 10, Section 18491, and that the insurer is licensed by the California Department of Insurance to transact the business of insurance in the State of California as an  admitted carrier or  excess or surplus lines insurer.

|  |                             |
|--|-----------------------------|
| Signature of Individual Authorized to Sign on Behalf of Insurer: | Title of Authorized Person: |
| Typed or Printed Name of Person Signing:                         | Date:                       |
| Address of Person Signing:                                       |                             |
| Phone Number of Person Signing:                                  |                             |

#### PRIVACY STATEMENT

This information is requested by the Department of Resources Recycling and Recovery (CalRecycle) under Title 14, California Code of Regulations, Division 7, Chapter 6, Article 10, Section 18491, in order to verify adequate financial assurance of major waste tire facilities. Completion of this form is mandatory. The consequence of not completing the form is denial or revocation of a permit to operate a major waste tire facility. Information may be provided to the U.S. Environmental Protection Agency, State Attorney General, Air Resources Board, California Department of Toxic Substances Control, Energy Resources Conservation and Development Commission, Water Resources Control Board, and California Regional Water Quality Control Boards. For more information or access to your records, contact the Department of Resources Recycling and Recovery (CalRecycle), 1001 I Street, P.O. Box 4025, Sacramento, California 95812-4025, (916) 341-6000.