

WASHINGTON STATE OIL SPILL FINANCIAL RESPONSIBILITY ENDORSEMENT FOR VESSELS

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 (Insured):			
Issued by, or on behalf of (Insurer):			

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

In consideration of the premium provided, it is hereby understood and agreed that:

Any other provision of this policy notwithstanding:

(1) this policy insures against any liability the above-named Insured may incur under RCW 90.56 (and any provision therein), or required under RCW 88.40, arising from an unlawful discharge of oil within the navigable waters of the State of Washington (“waters of the state” as defined in RCW 90.56). However, the above named Insurer’s liability under this endorsement shall not exceed the limits of coverage stated in Section (Article or Clause) _____ of this policy. The policy is also subject to any deductible or self-insured retention amount specifically set out in Section (Article or Clause) _____ of this policy, binder, or certificate.

2) The Insurer agrees to pay all claims on a first-dollar basis, and the Insured agrees to reimburse the insurer for any payments made of, or within, the applicable self-insured retention or deductible amount.

3) The Insurer agrees this insurance may be used by the Insured as a form of evidence of financial responsibility under RCW 88.40 and Chapter 173-187 WAC. The Insurer agrees to provide a duplicate original of this policy and all endorsements to be provided to Ecology upon written request.

4) 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.

5) Termination or cancellation of this Policy, insofar as it serves as proof of the Insured's financial responsibility, under RCW 88.40.020 and WAC 173-187, 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, Spills Program, Washington State Department of Ecology at P.O. Box 47600, Olympia, WA 98504-7600. 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.

In the event terms, conditions, or limitations in the Policy conflict with provisions of this endorsement, the terms of this endorsement shall be controlling, including Washington statutory limits of liability required for use of insurance as an instrument of financial responsibility.

All other terms, conditions, and exclusions of this policy remain unchanged.

Authorized Representative: _____

Title: _____

Date: _____

Insurer Company and Contact Information:

