

DEPARTMENT OF HOMELAND SECURITY  
U.S. Coast Guard  
MASTER INSURANCE GUARANTY

OMB No. 1625-0046  
Expires: 12/31/2015

Insurance Co. Form No

MASTER INSURANCE GUARANTY FURNISHED AS EVIDENCE OF FINANCIAL RESPONSIBILITY FOR BUILDERS, REPAIRERS, SCRAPPERS, LESSORS, OR SELLERS OF VESSELS UNDER THE OIL POLLUTION ACT OF 1990 AND THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED

The undersigned insurer or insurers ("Insurer") hereby certifies that for purposes for complying with the financial responsibility provisions of the Oil Pollution Act of 1990 ("OPA 90") and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended ("CERCLA"), (referred to collectively as the "Acts"),

(Name of Assured Operator)

and any owner (collectively referred to as "Assured") of each vessel covered hereunder are insured by it against liability for costs and damages to which the Assured may be subject under either section 1002 of OPA 90, as limited by section 1004(a), or section 107(a)(1) of CERCLA, as limited by sections 107(c)(1)(A) and (B), or both, in an amount equal to the total applicable amount determined in accordance with the Applicable Amount Table referenced at 33 CFR 138.80(f), respecting each covered vessel. This guaranty is applicable in relation to any vessel for which either or both Acts require financial responsibility and which the Assured holds for purposes of construction, repair, scrapping, lease, or sale.

The amount and scope of insurance coverage hereby provided by the Insurer is not conditioned or dependent in any way upon any contract, agreement, or understanding between the Assured and Insurer. Coverage hereunder is for purposes of evidencing financial responsibility under each of the Acts, separately, at the levels in effect at the time of the incident(s), release(s), or threatened release(s) giving rise to claims.

(Name of Agent)

With offices at,

(Address)

is designated as the Insurer's agent in the United States for service of process for purposes of this guaranty and for receipt of notices of designation and presentations of claims under the Acts. If the designated agent cannot be served due to death, disability, or unavailability, the Director, Coast Guard National Pollution Funds Center ("Center"), is the agent for these purposes.

The Insurer consents to be sued directly with respect to any claim, including any claim by right of subrogation, for costs and damages arising under section 1002 of OPA 90, as limited by section 1004(a), or section 107(a)(1) of CERCLA, as limited by sections 107(c)(1)(A) and (B), or both, against the Assured. However, in any direct action under OPA 90, the Insurer's liability per vessel per incident shall not exceed the amount determined under part I of the Applicable Amount Table referenced at 33 CFR 138.80(f)(1) and, in any direct action under CERCLA, the Insurer's liability per vessel per release or threatened release shall not exceed the amount determined under part II of the Applicable Amount Table referenced at 33 CFR 138.80(f)(2). The Insurer's obligation hereunder with respect to any one incident or release or threatened release shall be reduced by all payments or succession of payments for costs and damages, to one or more claimants, made by or on behalf of the Assured under OPA 90 or CERCLA or both, as applicable, for which the Assured is liable. The Insurer hereby agrees that the Insurer shall be entitled to invoke, in any direct action, only the rights and defenses set forth in 33 CFR 138.80(d).

An agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number.

The Coast Guard estimates that the average burden for completing this form is 30 minutes. You may submit any comments concerning the accuracy of this burden estimate or any suggestion for reducing the burden to the: Commandant (NPFC), U.S. Coast Guard, 2100 2nd Street, SW, Washington, DC 20593-0001 or Office of Management and Budget, Paperwork Reduction Project (1625-0046), Washington, DC 20503.

**PRIVACY ACT NOTICE**

**Purpose:** The Coast Guard will use this information as evidence that the owners and operators, including demise charterers, of certain vessels have established and are maintaining evidence of financial responsibility (i.e., ability to pay) sufficient to meet the maximum amount of liability to which they could be subjected under the Oil Pollution Act of 1990 (33 U.S.C. 2702(a); 33 U.S.C. 2704) (OPA'90), and the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. 9607) (CERCLA), in the event of a discharge, or substantial threat of discharge, of oil or a release, or threatened release, of hazardous substances, into the navigable waters, adjoining shorelines or the exclusive economic zone of the United States.

**Routine Uses:** This information will be used by and disclosed to Coast Guard personnel and contractors or other agents who need the information to assist in activities related to the OPA'90 and CERCLA evidence of financial responsibility requirements, including personnel responsible for the storage and ultimate disposal of the information. Additionally, the Coast Guard may share the information with facility operators, law enforcement or other government agencies as necessary to respond to actual or threatened discharges of oil or releases of hazardous substances, or pursuant to its published Privacy Act system of records notice.

**Disclosure:** Furnishing this information (including your SSN) is voluntary; however, if the requested information is not furnished, the Coast Guard will be unable to certify compliance by vessel owners and operators, including demise charterers, with the applicable OPA'90 and CERCLA evidence of financial responsibility requirements. This may result in the withholding or revocation of vessel clearance and other sanctions as specified OPA'90, 33 U.S.C. 2716(b) and 42 U.S.C. 9608(a).

No more than four Insurers (including lead underwriters) may execute this guaranty. If more than one Insurer executes this guaranty, each Insurer binds itself jointly and severally for the purpose of allowing joint action or actions against any or all of the Insurers, and for all other purposes each Insurer is bound for the payment of sums only in accordance with the percentage of participation set forth opposite the name of the Insurer below. If no percentage of participation is indicated for an Insurer or Insurers, the liability of such Insurer or Insurers shall be joint and several for the total of the unspecified portions.

(Name of lead guarantor)

is designated as the lead guarantor having authority to bind all guarantors for actions of guarantors under the Acts, including but not limited to receipt of designation of source, advertisement of a designation, and receipt and settlement of claims (inapplicable if only one Insurer executes this guaranty).

The insurance evidenced by this guaranty shall be applicable only in relation to each incident, release, or threatened release occurring on or after the effective date of this guaranty and before the termination date of this guaranty and shall be applicable only in relation to each incident, release, and threatened release giving rise to claims under section 1002 of OPA 90 or section 107(a)(1) of CERCLA, or both, with respect to any covered vessel. The termination date is 30 days after the date of receipt by the Center of written notice that the Insurer has elected to terminate the insurance evidenced by this guaranty and has so notified the above named Assured operator.

Termination of this guaranty does not affect the liability of the Insurer in connection with an incident, release, or threatened release occurring prior to the date the termination becomes effective.

Title 33 CFR part 138 governs this guaranty.

Effective Date:

(day/month/year)

(Name of Insurer)

(Percentage of Participation)

(Mailing Address)

By:

(Signature of Official Signing on Behalf of Insurer)

(Typed Name and Title of Signer)

*[Note: For each additional Insurer, provide information in the same manner as for Insurer above.]*

- (I) Applicable Amount Under the **Oil Pollution Act of 1990** reference 33 CFR 138.80(f)(1).
- (II) Applicable Amount Under the **Comprehensive Environmental Response, Compensation, and Liability Act, as Amended** reference 33 CFR 138.80(f)(2).
- (III) Total Applicable Amount reference 33 CFR 138.80(f)(3)= applicable amount calculated under (I) plus applicable amount calculated under (II).