

**§ 135.209**

**33 CFR Ch. I (7-1-13 Edition)**

(4) Names the underwriters and percentages of the limit accepted by each;

(5) States that the underwriters agree to give prior written notice of cancellation or change to the Fund Administrator as required in paragraph (c) of this section; and

(6) States that the notice indicated in paragraph (e)(5) of this section will not affect the underwriter's liability for incidents occurring before the effective date of cancellation.

**§ 135.209 Guaranty as evidence.**

(a) Guarantors must:

(1) Agree to be sued directly, within the limits the guaranty, by any person for claims under the Act against the owner or operator; and

(2) Designate an agent in the United States for service of process.

(b) Guaranties filed as evidence of financial responsibility must be accompanied by the same proof that the Guarantor is financially responsible as this subpart would require of the owner or operator; *i.e.*, insurance, surety bond, self-insurance, or other acceptable methods.

(c) A guaranty as evidence of financial responsibility must indicate the effective date in the endorsement on the application for Certificate of Financial Responsibility, and must remain in force until the date of termination indicated in the endorsement or until:

(1) 30 days after mailing, by certified mail, to the Fund Administrator, and the person guaranteed, notification of intent to cancel; or

(2) Other evidence of financial responsibility acceptable to the Fund Administrator has been established; or

(3) The facility to which the guaranty applies ceases to be a facility under §135.201(b).

(d) Termination of the guaranty shall not affect the liability of the guarantor for an incident occurring before the effective date of termination.

**§ 135.210 Indemnity as evidence.**

(a) An indemnitor must:

(1) Agree to be sued directly, within the limits of the contract coverage, by any person for claims under the Act against the owner or operator to the extent of the indemnity coverage; and

(2) Designate an agent in the United States for service of process.

(b) Indemnity filed as evidence of financial responsibility must be accompanied by the same proof of the indemnitor's financial responsibility as this subpart would require of the owner or operator; *i.e.*, insurance, surety bond, self-insurance; or other acceptable methods.

(c) An indemnity as evidence of financial responsibility must indicate the effective date in the endorsement on the application for Certificate of Financial Responsibility, and must remain in force until the date of termination indicated in the endorsement or until—

(1) 30 days after mailing, by certified mail, to the Fund Administrator, and the person indemnified, notification of intent to cancel; or

(2) Other evidence of financial responsibility acceptable to the Fund Administrator has been established; or

(3) The facility to which the indemnity applies ceases to be a facility under §135.201(b).

(d) Termination of an indemnity shall not affect the liability of the indemnitor for an incident occurring before the effective date of termination.

**§ 135.211 Surety bond as evidence.**

(a) Each surety bond filed with the Fund Administrator as evidence of financial responsibility shall be issued by a bonding company that:

(1) Is authorized to do business in the United States;

(2) Is licensed to do business in the state or territory in which the bond is executed;

(3) Is certified by the Department of the Treasury with respect to the issuance of Federal bonds in the penal sum of the bond; and

(4) Designates an agent in the United States for service of process.

(b) The bonding company must agree to be sued directly, within the limits of the surety bond, by any person for claims under the Act against the owner or operator.

(c) A surety bond as evidence of financial responsibility must indicate the effective date in the endorsement