

WAC 374-70-080 Claims. Coverage under the heating oil pollution liability insurance program shall be in excess of other valid insurance and warranties. Payment of a claim will be made only if the cleanup of contamination resulting from an accidental release is not covered by other valid insurance and warranties. Corrective action will be accomplished by the most cost-effective method available. To receive payment from the heating oil pollution liability insurance program for covered corrective action costs, the following actions are required:

(1) The claim must be for corrective action resulting from an accidental release from a heating oil tank which has been registered with PLIA prior to the accidental release;

(2) The claim must satisfy all requirements and restrictions established by chapter 70A.330 RCW and this chapter. Any failure to satisfy all requirements and restrictions may be a basis for denial of claim;

(3) The heating oil tank owner or operator must provide notice to PLIA that a potential claim exists as soon as practicable after discovery that an accidental release may have occurred;

(4) A claim must be made with PLIA by the owner of the registered tank as soon as practicable, but not more than 180 calendar days after the date a registered heating oil tank becomes abandoned or decommissioned;

(5) Upon receipt of notice of a potential claim, PLIA will commence completion of the notice of claim, and will require the heating oil tank owner to select a service provider from PLIA's listing of approved heating oil tank service providers;

(6) The heating oil tank operator may submit reports and forms on behalf of the heating oil tank owner; however, no corrective action will be initiated or performed without the specific written consent of the heating oil tank owner;

(7) The heating oil tank owner is responsible for investigation to determine the source of a suspected accidental release. The heating oil tank owner is also responsible for providing documentation to PLIA that coverage will not be provided by the owner's homeowners' insurer;

(8) If the claim is determined by PLIA to be valid, PLIA will notify the heating oil tank owner or operator. The corrective action shall be performed by a heating oil tank service provider approved by the insurer;

(9) The heating oil tank service provider will notify PLIA of selection by the heating oil tank owner. PLIA will inform the heating oil tank service provider of the following forms to be used and which are accessed through the online community:

(a) Scope of work proposal. This form will provide the heating oil tank owner or operator and PLIA the site characterization and proposal of the extent and elements of corrective action to include analytical samples, as well as a specific cost proposal;

(b) Change order. This form provides a proposal for change or deviation from the scope of work proposal;

(c) Project field report. This form provides a record of all corrective action and work elements, as well as a record of detailed costs. The project field report must include color photographs of the project at commencement, completion, and any significant steps in between, as well as appropriate project sketches and/or plans; and

(d) Closeout report. This will include a project closeout form, final cleanup report, and corrective action cost claim. The closeout report may serve as the closure of the claim under this program;

(10) The heating oil tank service provider will submit for approval to the heating oil tank owner or operator and then to PLIA a scope of work proposal for corrective action at the heating oil tank site;

(11) Upon receipt of approval by the heating oil tank owner and PLIA of the scope of work proposal, the heating oil tank service provider may commence work to accomplish corrective action(s);

(12) All work performed by the heating oil tank service provider on behalf of the heating oil tank owner or operator and PLIA must be within the terms of the contract and the approved scope of work proposal and shall not exceed costs included in the scope of work proposal. Any change(s) or deviation(s) from the approved scope of work proposal must be accomplished through a change order request which must be approved in advance by the heating oil tank owner or operator and then PLIA. Any work performed by the heating oil tank service provider that has not been approved, prior to performance, by the heating oil tank owner or operator and/or PLIA or is beyond the terms of the scope of work proposal or change order(s), or is in excess of costs approved in the scope of work proposal or change order(s), will not be paid or reimbursed under the heating oil pollution liability insurance program. Such work or excess costs will be the responsibility of the heating oil tank owner and/or heating oil tank service provider;

(13) Corrective action activities and costs must be recorded by the heating oil tank service provider on the project field report form in the online community;

(14) Upon completion of all corrective action, the heating oil tank owner must sign the project closeout report indicating approval of and satisfaction with all work performed by the heating oil tank service provider;

(15) Upon completion of corrective action and approval by the heating oil tank owner, the heating oil tank service provider must submit to PLIA a complete claim report;

(16) Upon completion of corrective action that appears to satisfy the requirements of all applicable state and local statutes, the director will certify that the claim has been closed;

(17) If a notice of potential claim has been filed and approved by PLIA but no work commenced within 12 months, then PLIA may close the claim for inactivity, and the registered owner must request re-opening of the claim from PLIA;

(18) Approval of claims and payment of covered costs are contingent upon the availability of revenue. The director reserves the right to defer payment at any time that claim demands exceed the statutory limit provided in RCW 70A.330.040(1) and to develop a plan on resuming payments. Payment will commence with sufficient revenue;

(19) PLIA will maintain all records associated with a claim for a period of 10 years; and

(20) In the case of an emergency, the director may authorize deviation from this procedure to the extent necessary to adequately respond to the emergency.

[Statutory Authority: RCW 70A.330.040. WSR 23-05-006, § 374-70-080, filed 2/2/23, effective 3/5/23. Statutory Authority: RCW 70A.01.010 and 70A.01.020. WSR 22-01-069, § 374-70-080, filed 12/9/21, effective 1/9/22. Statutory Authority: RCW 70.149.040. WSR 08-20-013, § 374-70-080, filed 9/18/08, effective 1/1/09. Statutory Authority: Chapter 70.149 RCW. WSR 97-06-080, § 374-70-080, filed 3/3/97, effective 4/3/97; WSR 96-01-101, § 374-70-080, filed 12/19/95, effective 1/19/96.]