NEW HAMPSHIRE CHANGES

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Paragraphs b. and c. of 3. Cancellation under Section IV – Conditions are replaced by the following:

b. We may cancel this Policy by mailing or physically delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, written notice of cancellation, stating the reasons for cancellation, at least 60 days before the effective date of cancellation.

Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

c. If this Policy has been in effect for 60 days or more, or if this is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

(1) Nonpayment of premium;

(2) Fraud or material misrepresentation affecting the Policy or in a presentation of a claim thereunder, or violation of any of the terms or conditions of the Policy; or

(3) A change in the risk that substantially increases a hazard insured against after insurance coverage has been issued or renewed.

B. Paragraph A.9. When We Do Not Renew under Section IV – Conditions is replaced by the following:

9. When We Do Not Renew

a. If we decide not to renew this Policy, we will mail or physically deliver written notice of nonrenewal, stating the reasons for nonrenewal, to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at the respective mailing addresses last known to us, at least 60 days prior to the expiration of the Policy, or its anniversary date if it is a policy written for a term of more than one year.

b. However, we need not mail or physically deliver this notice if:

(1) We have indicated a willingness to renew;

(2) We refuse to renew due to nonpayment of premium;

(3) You do not pay any advance premium required by us for renewal; or

(4) Any property covered in this Policy is insured under any other insurance policy.

c. If notice is mailed, proof of mailing will be sufficient proof of notice.

C. Paragraph c. of Condition A.7. Premium And Premium Audit of Section IV – Conditions is replaced by the following:

c. The premium shown in the Declarations as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor" designated in the Declarations. The due date for audit and retrospective premiums is the date shown as the due date on the bill. An audit to determine the final premium due or to be refunded will be completed within 120 days after the expiration or cancellation of the Policy, provided there is no bona fide dispute.

If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the contractor designated in the Declarations.

The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.