FLORIDA CHANGES – CANCELLATION  
AND NONRENEWAL

This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Paragraphs b. and d. of the Cancellation Condition (Section IV – Conditions) are replaced by the following and supersede any other provision to the contrary:

b. Cancellation Of Policies In Effect

(1) For 60 Days Or Less

If this policy has been in effect for 60 days or less, we may cancel this policy by mailing or delivering to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, written notice of cancellation, accompanied by the reasons for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(b) 20 days before the effective date of cancellation if we cancel for any other reason, except that we may cancel immediately if there has been:

(i) A material misstatement or misrepresentation; or

(ii) A failure to comply with the underwriting requirements established by the insurer.

(2) For More Than 60 Days

If this policy has been in effect for more than 60 days, we may cancel this policy only for one or more of the following reasons:

(a) Nonpayment of premium;

(b) The policy was obtained by a material misstatement;

(c) Failure to comply with underwriting requirements established by the insurer within 60 days of the effective date of coverage;

(d) A substantial change in the risk covered by the policy; or

(e) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, written notice of cancellation, accompanied by the reasons for cancellation, at least:

(i) 10 days before the effective date of cancellation, if we cancel for nonpayment of premium; or

(ii) 45 days before the effective date of cancellation, if we cancel for any of the other reasons stated in Paragraph b.(2).

d. If this policy is cancelled, any unearned premium will be refunded. If we cancel, the refund will be pro rata. If you cancel, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within 15 working days after the date cancellation takes effect, unless this is an audit policy.

If this is an audit policy, then, subject to your full cooperation with us or our agent in securing the necessary data for audit, we will return any premium refund due within 90 days of the date cancellation takes effect. If our audit is not completed within this time limitation, then we shall accept your own audit, and any premium refund due shall be mailed within 10 working days of receipt of your audit.

The cancellation will be effective even if we have not made or offered a refund.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

1. If we decide not to renew this policy, we will mail or deliver a written notice, stating the reason for nonrenewal, to you, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at least 45 days prior to the expiration of this policy.

2. Any notice of nonrenewal will be mailed or delivered 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. If notice is mailed, proof of mailing will be sufficient proof of notice.