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This endorsement modifies insurance provided under the following:

RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. Paragraph A.3. Cancellation of Section IV – Conditions is replaced by the following:

3. Cancellation

a. You may cancel this policy by notifying us or the insurance producer in one of the following ways:

(1) Written notice by mail, fax or email;

(2) Surrender of the policy or binder; or

(3) Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

(1) The date on which notice is received or the policy or binder is surrendered; or

(2) The date of cancellation requested by you.

b. We may cancel this Coverage Part by mailing or delivering to you, your agent or broker, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, and any pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, written notice of cancellation, including the actual reason for the cancellation, at the respective mailing addresses last known to us, at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 60 days before the effective date of cancellation if we cancel for any other reason.

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

d. If this policy is cancelled, we will send you any premium refund due. If we cancel, the refund will be pro rata. If you cancel, the refund will be at least 90% of the pro rata refund. The cancellation will be effective even if we have not made or offered a refund.

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

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

9. When We Do Not Renew

We may elect not to renew this Coverage Part by mailing or delivering written notice of nonrenewal to you, your agent or broker, the "contractor", any other involved governmental authority or other contracting party designated in the Declarations and any pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at the respective mailing addresses last known to us, provided that we give at least 60 days' written notice of nonrenewal, including the actual reason for nonrenewal.

Otherwise, we will renew this Coverage Part unless:

a. The "contractor" fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to you, your agent or broker, the "contractor" and any involved governmental authority or other contracting party designated in the Declarations, at least 20 days before the expiration date; or

b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy.

C. The Appraisal Condition of Section IV – Conditions does not apply.