



AGENCY CUSTOMER ID: 001950

LOC #: St. Louis



### ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Canyon Fuel Company, LLC c/o Arch Western Bituminous Group, L.L.C. 225 N. 5th Street, Suite 900 Grand Junction, CO 81501	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

#### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

This policy is amended as follows:

in the event that the insurer cancels this policy for any reason other than non-payment of premium, and

- the cancellation effective date is prior to this policy's expiration date;
- the First Named Insured is under an existing contractual obligation to notify a certificate(s) holder(s) when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided the insurer, either directly or through it's broker of record, either:
  - the name of the entity shown on the certificate, a contact name at such entity and the U.S. Postal Service mailing address of each such entity; or
  - the email address of a contact at each such entity; and
- prior to the effective date of cancellation, the First Named Insured confirms to the Insurer, either directly or through its broker of record, that the persons or organizations set forth in the Schedule above, as well as their respective addresses listed, should continue to be a part of the Schedule and, if not, the names of the persons or organizations that should be deleted,

the Insurer will provide advice of cancellation (the "Advice") to each such Certificate Holder(s) confirmed by the First Named Insured in writing to be correctly a part of the Schedule within 45 days after the First Named Insured confirms the accuracy of the Schedule above with the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the First Named Insured confirms the accuracy of the Schedule above with the Insurer

Proof of the Insurer emailing the Advice, using the information provided and subsequently confirmed by the First Named Insured in writing, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

- First Named Insured means the Named Insured shown on the Declarations Page of this policy.
- Insurer means the insurance company shown in the header on the Declarations Page of this policy.

All other terms, conditions and exclusions shall remain the same.