



## **Railroad Protective Liability**

Contractors performing specialized work within fifty feet (50') of any railroads are required to hold the railroads harmless for claims arising out of work on the railroads right-of-way, whether the proposed work is over, under, on or adjacent to railroad property.

This coverage is written in the name of the railroad as the insured, and is purchased by the contractor. It covers bodily injury, property damage liability and physical damage to property. The Railroad will set the required liability limits.



## RAILROAD PROTECTIVE LIABILITY APPLICATION

1. Named Insured (RAILROAD) \_\_\_\_\_

2. Address \_\_\_\_\_  
\_\_\_\_\_

3. Name of Contractor \_\_\_\_\_

4. Address \_\_\_\_\_  
\_\_\_\_\_

5. Name of Governmental Authority for whom work is being performed \_\_\_\_\_

6. Address \_\_\_\_\_  
\_\_\_\_\_

7. Limits of Liability:

	Each Person	Each Occurrence	Aggregate
Bodily Injury			
Property Damage			

8. Number of policies required if more than one Assured \_\_\_\_\_

9. Number of trains:

Regular trains per day: \_\_\_\_\_ Passenger \_\_\_\_\_ Freight \_\_\_\_\_ Unscheduled \_\_\_\_\_

Trains passing work site during working hours: \_\_\_\_\_ Passenger \_\_\_\_\_ Freight \_\_\_\_\_ Unscheduled \_\_\_\_\_

Please explain slow orders in effect. \_\_\_\_\_  
\_\_\_\_\_

10. Physical characteristics of work.

Describe work including project number and extent of subcontracts.

(a) Total cost of construction \_\_\_\_\_

(b) Cost of work within 50 feet \_\_\_\_\_

(c) Amount of work performed by Railroad employees \_\_\_\_\_

(d) Anticipated starting date \_\_\_\_\_

(e) Anticipated completion date \_\_\_\_\_

(f) If construction involves movement of track, please explain \_\_\_\_\_  
\_\_\_\_\_

(g) If Flagmen or Watchmen are employed, please explain \_\_\_\_\_  
\_\_\_\_\_

(h) If blasting near tracks is expected, describe method and exposures \_\_\_\_\_

(i) What utility lines are in right of way \_\_\_\_\_

11. Contractor's General Liability insurance limits \_\_\_\_\_

12. Attach any contract of indemnification between Railroad and Contractor.