

EQUIPMENT INSURANCE POLICY DECLARATIONS PAGE

Insurance Company Name and Address		Producer Name and Address	
Insurance Carrier Information		Insurance Agency Information	
Named Insured and Address		Mailing Address (if different from Residence Address)	
Customer Information			
Policy Number		Policy Period	
		From: x/xx/xxxx To: x/xx/xxxx At 12:01 A.M. Standard Time at the Insured Address Shown in the Schedule Above. This policy will automatically renew unless cancelled or notified of non-renewal.	
Premiums and Fees			
WE WILL PROVIDE THE INSURANCE DESCRIBED IN THIS POLICY IN RETURN FOR THE PREMIUM AND COMPLIANCE WITH ALL APPLICABLE POLICY PROVISIONS.			
Policy Period Premium:		\$	
Installment Premium:		\$	
Policy Forms			
Form Number	Edition Date	Form Name	
Coverage(s) and Limits			
Limit	Coverage	Deductible	
\$10,000.00 per Bicycle (Annual Aggregate)	Bicycle Physical Damage	\$100 Deductible per occurrence per Bicycle	
\$10,000.00 per Bicycle (Annual Aggregate)	Bicycle Theft	\$250 Deductible per occurrence per Bicycle	

EIP-GN-0001 (12/21)

Equipment Schedule

For each item of equipment provide the following:

Item#	Class	Description	Manufacturer	Model	Model Year	Acquisition Date	Serial#
90487	Casual	Example Description				2018	Xxx###@@@
90487	Accessories listed here						

Item#	Equipment Value	Coverage Type	Deductible	Limit
90487	\$2,500	Physical Damage and Theft	PD - \$100 Ded, Theft - \$250 Ded	Annual Aggregate \$10,000.00 per Bicycle

Item#	Loss Payee Name and Address
90487	

Bicycle Physical Damage Coverage

A. Equipment Covered

We cover scheduled "bicycles" when used for private use only and while located in the coverage territory only if an amount of insurance and premium is shown for that equipment in the Equipment Schedule Form **EIP-GN-0001B** and marked with Bicycle Physical Damage Coverage.

B. Equipment Not Covered

We do not cover:

1. Motorized bicycles, scooters or vehicles, mopeds, or any other kind of motorized conveyance other than an "eBike";
2. Tires unless another part of the bicycle is first damaged by a covered peril;
3. Contraband or property in the course of illegal transportation or trade;
4. For charter, hire, lease, or any other commercial use of a "bicycle". Acting in the capacity of a professional cyclist is not considered commercial use.

C. Perils Insured Against

We insure against risk of sudden and accidental direct physical loss to insured equipment.

We do not insure loss caused by, to, or resulting from:

1. Disarrangement or mechanical breakdown;
2. Corrosion or rust;
3. Wear and tear, deterioration, dry rot, inherent vice, or any quality in property that causes it to damage or destroy itself;
4. Theft;
5. Any bicycle which is left in an organized competitive cycling event's starting or transition area awaiting use by an "insured" for more than 24 hours either prior to the commencement or following the conclusion of the event;
6. Your tires for road damage or failure;
7. Abandonment by you or anyone using the bicycle with your permission;
8. Marring, scratching, denting or any cosmetic change which does not impair the function and performance of the bicycle;
9. Change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in color or finish, dust, chemical action, or reaction;
10. Diminution of value;
11. Failure to maintain the bicycle in accordance with the manufacturer's instructions;
12. Faulty or defective design, materials or workmanship or latent defect and defects in operation;
13. Repair or maintenance work; or
14. Misplacement or mysterious unexplained disappearance.

D. Limits of Insurance

Our limits of liability for bicycles are limited by the lesser of:

1. The Amount of Insurance shown in the Equipment Schedule Form **EIP-GN-0001B** for Bicycle Physical Damage Coverage; or
2. The Amount of Aggregate Limit of Insurance for all bicycle losses in a policy period shown in the Equipment Schedule Form **EIP-GN-0001B** for Bicycle Physical Damage Coverage.

E. Definitions

The following definitions are added:

1. "Accessories" means items attached to or added and fixed to the bicycle in addition to the manufacturer's original specifications and the value of which are included in the value of the "bicycle" on the Equipment Schedule which include helmets, computers, water bottles, bottle cages, lights, seat bags, hydration packs, and installed or mounted pumps & CO2.
2. "Actual Cash Value" means the cost of replacing the bicycle with a substantially identical bike or one of like kind or quality.
3. "Bicycle" means any cycle powered by human pedaling or an "eBike" and includes "accessories".
4. "eBike" means a "bicycle" with an auxiliary electric power assist that does not exceed 750 watts or 20 mph.

F. Common Policy Provisions Amendments

The Common Policy Provisions Form **EIP-GN-0002** is amended as follows:

Paragraph **D.1.a.** is deleted and replaced by:

1. Loss Settlement

- a. We will not pay more than the least of the following amounts less the deductible on the Equipment Schedule:
 - (1) The amount for which the insured equipment could reasonably be expected to be repaired to its condition immediately prior to loss;
 - (2) The amount for which the equipment could reasonably be expected to be replaced with one substantially identical to it; or
 - (3) The Limit of Insurance.

However, if the insured equipment cannot be repaired or replaced, or you do not want the insured equipment repaired or replaced, we will not pay more than the least of the following items amounts less the deductible on the Equipment Schedule:

- (1) the "actual cash value" of the insured equipment at the time of the loss; or
- (2) the amount of insurance.

Paragraph **D. 2.** is deleted.

Paragraph **E. 5.** is deleted and replaced by:

5. Other Insurance and Service Agreement

If a loss covered by this Policy is also covered by other insurance, this insurance is primary.

All other provisions of this Policy apply.

Bicycle Theft Coverage

A. Equipment Covered

We cover scheduled "bicycle(s)" in the coverage territory only if an amount of insurance and premium is shown for that equipment in the Equipment Schedule **EIP-GN-0001B** and marked with Bicycle Theft Coverage.

B. Equipment Not Covered

The scheduled bicycle(s) under this policy is(are) for private use only. Coverage is not provided for charter, hire, lease, or any other commercial use. Acting in the capacity of a professional cyclist is not considered commercial use.

We do not cover:

1. Motorized bicycles, scooters or vehicles, mopeds, or any other kind of motorized conveyance other than an "eBike"; and

C. Perils Insured Against

We insure against risk of theft to covered equipment.

We do not insure loss caused by:

1. Theft of a bicycle where you cannot provide us with a copy of a police report detailing the time, place and manner of the theft and the security device that was used; or
2. Theft of the bicycle by a person to whom it is entrusted by an "insured".

D. Limits of Insurance

Our limits of liability for bicycles is limited by the lesser of:

1. The Amount of Insurance shown in the Equipment Schedule Form **EIP-GN-0001B** for Bicycle Theft Coverage; or
2. The Amount of Aggregate Limit of Insurance for all bicycle losses in a policy period shown in the Equipment Schedule Form **EIP-GN-0001B** for Bicycle Theft Coverage.

E. Additional Loss Condition

You agree to report such theft to the police as soon as possible.

F. Definitions

The following definitions are added:

1. "Accessories" means items attached to or added and fixed to the bicycle in addition to the manufacturer's original specifications and the value of which are included in the value of the "bicycle" on the Equipment Schedule which include helmets, computers, water bottles, bottle cages, lights, seat bags, hydration packs, and installed or mounted pumps & CO2.
2. "Bicycle" means any cycle powered by human pedaling or an "eBike" and includes "accessories".
3. "eBike" means a "bicycle" with an auxiliary electric power assist that does not exceed 750 watts or 20 mph.

G. Common Policy Provisions Amendments

The Common Policy Provisions Form EIP-GN-0002 is amended as follows:

Paragraph **D. 1. a.** is deleted and replaced by:

1. Loss Settlement

- a. We will pay for the amount necessary to replace the insured equipment with like kind and quality less the deductible shown on the Declarations Page for Bicycle Theft Coverage. Our liability for any one occurrence will not exceed the limit shown on the Declarations Page for Bicycle Theft Coverage. Our liability for all occurrences will not exceed the limits shown on the Declarations Page for Bicycle Theft Coverage.

Paragraph **D. 2.** is deleted.

Paragraph **E. 5.** is deleted and replaced by:

5. Other Insurance and Service Agreement

If a loss covered by this Policy is also covered by other insurance, this insurance is primary.

All other provisions of this Policy apply.

SPECIMEN POLICY SAMPLE

Common Policy Provisions

A. Agreement

We will provide the insurance described in this Policy in return for the premium and compliance with all applicable provisions of this Policy.

B. Definitions

1. In this Policy:
 - a. "You" and "your" refer to the "named insured" shown in the Declarations and the spouse if a resident of the same household; and
 - b. "We", "us" and "our" refer to the Company providing this insurance.
2. In addition, the word "insured" is defined to mean you, your spouse, and relatives of either who are residents of your household.

When the word an immediately precedes the word "insured", the words an "insured" together mean one or more "insureds".

C. Exclusions

We do not insure for loss caused directly or indirectly by any of the following. Such loss is excluded regardless of any other cause or event contributing concurrently or in any sequence to the loss. These exclusions apply whether or not the loss event results in widespread damage or affects a substantial area.

1. War

- a. War includes the following and any consequence of any of the following:
- b. Undeclared war, civil war, insurrection, rebellion, or revolution;
- c. Warlike act by a military force or military personnel; or
- d. Destruction, seizure or use for a military purpose. Discharge of a nuclear weapon will be deemed a warlike act even if accidental.

2. Nuclear Hazard

- a. "Nuclear Hazard" means any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.
- b. Loss caused by the nuclear hazard will not be considered loss caused by fire, explosion, or smoke, whether these perils are specifically named in or otherwise included within the Perils Insured Against.
- c. This Policy does not apply to loss caused directly or indirectly by nuclear hazard, except that direct loss by fire resulting from the nuclear hazard is covered.

3. Governmental Action

Governmental action means the destruction, confiscation, or seizure of insured equipment by order of any governmental or public authority. This exclusion does not apply to such acts ordered by any governmental or public authority that are taken at the time of a fire to prevent its spread, if the loss caused by fire would be covered under this policy.

4. Intentional Loss

Intentional Loss meaning any loss arising out of any act an "insured" commits or conspires to commit with the intent to cause a loss. In the event of such loss, no "insured" is entitled to coverage, even "insureds" who did not commit or conspire to commit the act causing the loss.

5. Neglect

Neglect meaning an "insured" does not use all reasonable means to save and preserve the insured equipment at and after the time of a loss.

6. Loss Of Use Expenses

Loss of use expenses meaning expenses you incur because you cannot use the insured equipment.

7. Acts By Customs Or Other Government Or Public Authority

Delay, confiscation, nationalization, loss of use or detention by Customs or other government or public authority.

8. Earth Movement

Earth Movement means:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
 - b. Landslide, mudslide, or mudflow;
 - c. Subsidence or sinkhole; or
 - d. Any other earth movement including earth sinking, rising, or shifting;
- caused by or resulting from human or animal forces or any act of nature unless direct loss by fire or explosion ensues and then we will pay only for the ensuing loss.
This exclusion does not apply to loss by theft.

D. Loss Conditions

1. Loss Settlement

- a. We will not pay more than the least of the following amounts:
 - (1) The actual cash value of the insured equipment at the time of loss;
 - (2) The amount for which the insured equipment could reasonably be expected to be repaired to its condition immediately prior to loss;
 - (3) The amount for which the article or item could reasonably be expected to be replaced with one substantially identical to it; or
 - (4) The amount of insurance.
- b. **Loss to a Pair, Set or Parts**
If the article or item is a pair or set or consists of several parts when complete, we may elect to:
 - (1) Repair or replace any part to restore the pair or set to its value before the loss;
 - (2) Pay the difference between the actual cash value of the equipment before and after the loss; or
 - (3) Pay for the value of the part lost or damaged.
- c. **Recovered Equipment**
If you or we recover any equipment for which we have made payment under this policy, you or we will notify the other of the recovery. At your option, the equipment will be returned to or retained by you, or it will become our property. If the recovered equipment is returned to or retained by you, we will adjust the loss payment based on the amount you received for the recovered equipment.

2. Loss Clause

We will not reduce the amount of insurance under this policy except for a total loss of scheduled insured equipment. We will refund the monthly unearned premium for that equipment after the loss, or you may apply the refund to the premium due for its replacement.

3. Loss Payment

- a. We will adjust all losses with you. We will pay you unless:
 - (1) A claim has been paid by others; or
 - (2) Some other person is named in the policy or is legally entitled to receive payment.
- b. Loss will be payable 30 days after we receive your proof of loss and:
 - (1) Reach an agreement with you;
 - (2) There is an entry of a final judgment; or
 - (3) There is a filing of an appraisal award with us.

4. Duties After Loss

In case of a loss to insured equipment, we have no duty to provide coverage under this policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, or an "insured" seeking coverage, or a representative of either:

- a. Give prompt notice to us or our authorized representative;
- b. Notify the police in case of loss by theft;
- c. Protect the equipment from further damage. If repairs to the equipment are required, you must:
 - (1) Make reasonable and necessary repairs to protect the equipment; and
 - (2) Keep an accurate record of repair expenses. Such expenses will be paid by you and us in proportion to our respective interests;

- d. Cooperate with us in the investigation of a claim;
- e. Prepare an inventory of damaged equipment showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- f. As often as we reasonably require:
 - (1) Show the damaged equipment;
 - (2) Provide us with records and documents we request and permit us to make copies;
 - (3) Submit to examination under oath, while not in the presence of another "insured", and sign the same; and
 - (4) Produce, to the extent that it is within your power, your employees, members of your household or others so that they may be examined under oath.
 - (5) Send to us, within 90 days after discovery of the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (a) The time and cause of loss;
 - (b) The interests of all "insureds" and all others in the equipment involved and all liens on the equipment;
 - (c) Other insurance or service agreement which may cover the loss; and
 - (d) The inventory of damaged equipment described in e. above.

5. Loss Payable Clause

If the Declarations names a loss payee and the equipment in which the loss payee has an interest, we will adjust any loss with you and make the loss payment to you or an "insured" legally entitled to receive payment and the loss payee as their respective interests may appear. We will notify the loss payee in writing if we cancel or do not renew the policy.

6. Deductible Clause

Each claim for loss or damage (separately occurring) to each item of insured equipment shall be adjusted separately and from the amount of each adjusted claim the deductible shall be deducted.

E. Other Conditions

1. Policy Period

This policy applies only to loss which occurs during the policy period.

2. Insurable Interest and Limit of Liability

Even if more than one person has an insurable interest in the equipment insured, we will not be liable in any one loss:

- a. To an "insured" for more than the amount of such "insured's" interest at the time of loss; or
- b. For more than the applicable amount of insurance.

3. Claims Against Others

- a. We will consider any payment we make to you a loan if we believe a loss is collectible from others.
- b. You will repay that loan to us out of any recovery you or we receive from others.
- c. You will assist us in every way possible to recover from others and we shall, at our expense, take over your rights against others to the extent of our payment.

4. Appraisal

If you and we fail to agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will choose a competent and impartial appraiser within 20 days after receiving a written request from the other. The two appraisers will choose an umpire. If they cannot agree upon an umpire within 15 days, you or we may request that the choice be made by a judge of a court of record in the state of your residence.

The appraisers will separately set the amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the amount of loss. Each party will:

- a. Pay its own appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

5. Other Insurance and Service Agreement

If a loss covered by this policy is also covered by other insurance or a service agreement, this insurance is primary over any amounts payable under any such insurance or agreement. Service agreement means a service plan, property restoration plan or other similar service warranty agreement, even if it is characterized as insurance.

6. Suit Against Us

No action can be brought against us unless there has been full compliance with all of the terms of this policy and the action is started within two years after the date of loss.

7. Insurance not to Benefit Others

No person or organization having custody of the equipment and to be paid for services shall benefit from this insurance.

8. Changes In Policy

No change in this policy may be made except by us in writing.

9. Concealment or Fraud

We provide coverage to no "insureds" under this policy if, whether before or after a loss, an "insured" has:

- a. Intentionally concealed or misrepresented any material fact or circumstance;
 - b. Engaged in fraudulent conduct; or
 - c. Made false statements;
- relating to this insurance.

10. Liberalization Clause

If we make a change which broadens coverage under this edition of our policy without additional premium charge, that change will automatically apply to your insurance as of the date we implement the change in your state, provided that this implementation date falls within 60 days prior to or during the policy period stated in the Declarations.

This Liberalization Clause does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage, whether that general program revision is implemented through introduction of:

- a. A subsequent edition of this policy; or
- b. An amendatory endorsement.

11. Cancellation

- a. You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation is to take effect.
- b. We may cancel this policy by letting you know in writing of the date cancellation takes effect. This cancellation notice may be delivered to you or mailed to you at your mailing address shown in the Declarations. Proof of mailing will be sufficient proof of notice. The cancellation will be effective as of the date shown on the Cancellation Notice, but not less than ten (10) days after mailing to the address in this policy or last known address. The mailing of notice is sufficient proof of notice of cancellation. Delivery of notice shall be equivalent to mailing.
- c. The return premium will be monthly pro rata. Any return premium will be paid to you within a reasonable amount of time after the cancellation.

12. Nonrenewal

We may elect not to renew this policy. We may do so by delivering to you or mailing to you at your mailing address shown in the Declarations, written notice at least 30 days before the expiration date of this policy. Proof of mailing will be sufficient proof of notice.

13. Transfer of Interest

- a. We do not provide coverage under this policy if you sell, assign, transfer or pledge the insured equipment without prior written consent obtained from us.
- b. If an "insured" dies, the following apply:
 - (1) We insure the legal representative of the deceased but only with respect to equipment of the deceased covered under the policy at the time of death; and
 - (2) "Insured" includes:
 - (a) An "insured" who is a member of the deceased "insured's" household at the time of death, but only while a resident of the residence shown in the Declarations; and
 - (b) With respect to the deceased "insured's" equipment, the person having proper temporary custody of the equipment until appointment and qualification of a legal representative.

14. Policy Territory

This policy only applies to loss while the insured equipment is in transit by land or air from and to a location within the United States of America (including its territories and possessions) and Canada.

15. Conformity to Statute

Any provision of this policy that conflicts with applicable law or regulation is hereby amended to conform to the minimum requirements of the law or regulation.