Sample Cyclist Insurance Policy

In this document

2 Policy wording

2 Your coverage explained

4 Types of bicycles we cover

5 Eligibility for the coverage

5 Coverage exclusions

8 Security conditions

9 Making a claim

12 Important information (conditions)

15 Words with special meaning (definitions)

18 Amendatory endorsements annexure

Policy wording

This document contains details of your policy, your responsibilities, the claims process, and how to get in touch with us.

This document uses words that have special meaning. Please refer to pages 15-17.

When we complete the policy issuance transaction and enter into the insuring agreement, we will issue you with a copy of the policy wording as well as a declarations page with details of your coverage. Carefully read the policy wording and declarations page together to understand the coverage, your obligations, and to compare and consider whether this product is right for you.

By entering your policy, you confirm that you have read or will read the policy wording and declarations page when provided to you. Any correspondence you receive from us, whether written or electronic, is part of this policy.

Your coverage explained

The policy provides coverage for the bicycles, custom parts and accessories that are listed on your declarations page for loss events in the USA.

The specific coverage must be selected, paid for, and shown as "Included" on the declarations page. The amounts indicated on your Declaration Page indicate the maximum we will reimburse you, in total, per policy period.

1. **Theft away from your home**
   We will cover your bicycle if your bicycle is stolen away from your home if you have complied with the security conditions (pages 8-9).

2. **Theft from your home**
   We will cover your bicycle if your bicycle is stolen from your home if you have complied with the security conditions (pages 8-9).

3. **Accidental damage to your bicycle**
   We will cover your bicycle if the damage is caused by a specific incident, crash, impact, or road hazard.

4. **Racing and event**
   We will cover your bicycle if the damage is caused by a specific incident, crash, impact, or road hazard while taking part in a race or event. The coverage provided under this section only applies if Racing and Event coverage is selected and displayed on your declarations page.

5. **Malicious damage**
   We will cover your bicycle against malicious damage caused to your bicycle. This covers damage caused by attempted theft, or a wrongful act motivated by malice, vindictiveness, or spite with the intention of damaging the bicycle.

6. **Domestic travel with your bicycle**
   We will provide coverage for loss or damage to your bicycle which occurs while it is in the care of or being transported to and from destinations by a commercial passenger carrier (air, rail, sea or road) as part of your checked baggage for each journey or journey segment.

7. **Transporting your bicycle on a bicycle rack**
   We provide coverage for your bicycle if it is damaged while you are transporting it by using a bicycle rack fitted to your vehicle or trailer. The bicycle must be correctly secured and checked before driving commences.

8. **Accessories, custom parts and wheelsets**
   If you have added accessories, custom parts, wheelsets and/or cycling clothing to your policy and they are displaying on your declarations page; we will cover them if they are damaged or stolen in the same covered loss as your bicycle. In order to claim for accessories, custom parts, and/or wheelsets and /or cycling clothing, your bicycle claim deductible has to be paid in full.

9. **Taxi fare reimbursement**
   We will reimburse you up to $75 for the cost to transport you and your bicycle to the nearest public transport station, bicycle repair shop or your home, whichever is nearer if you have an accident or crash with your bicycle and it cannot be repaired at the breakdown scene. We will not pay more than one (1) Taxi Fare Reimbursement claim during the policy period. This coverage does not apply to punctures, flat tires, or flat batteries. No deductible applies to this coverage.

10. **Replacement bicycle hire reimbursement**
    We will reimburse you up to $300 to hire a bicycle if a covered loss occurs seven (7) days or less before you are participating in a cycling race or event or travelling with your bicycle. We will not pay more than two (2) replacement bicycle hire reimbursement claims during the policy period. No deductible applies to this coverage. The coverage provided under this section only applies if Racing Coverage or Worldwide Coverage was selected and displayed on your declarations page.

11. **Event entry reimbursement**
    We will reimburse your event entry fee up to $500 for any cycling race or event that you have entered and cannot compete in due to physical injuries that you have sustained in a covered loss to your bicycle. For example, if you crash your insured bicycle and break your arm in the crash and can't compete in the event because of your broken arm, we will reimburse your entry fee up to $500. This coverage will only be applicable to events that you have entered before the covered loss occurred and if you can provide a medical certificate by a qualified medical practitioner. Claim settlement will happen after the event date. We will not pay more than the benefit limit of $500 in any policy period. The coverage provided under this section only applies if Racing Coverage was selected and displayed on your declarations page.

12. **Lifetime new for old**
    If you select this coverage and it is displayed on your declarations page, we will always replace your bicycle, item, or part with a new item of the same make and model or the nearest equivalent. We will never pay more than your sum insured. In order to qualify for this coverage, you have to cover your bicycle within 60 days of purchasing it new and select this coverage.

13. **Worldwide coverage**
    Coverage for your bicycle for up to 90 days if you are travelling overseas. The same security conditions (pages 8-9) apply for international travel. The coverage provided under this section only applies if Worldwide Coverage was selected and displays on your Declaration Page.

14. Medical payments

If you have an accident and have a valid claim on your bicycle, we will pay for out of pocket emergency medical expenses. This can be applied to things like ambulance costs, x-rays or getting stitched up after a crash. This does not apply to non-emergency costs like physiotherapy.

We will pay reasonable charges for necessary medical, surgical, x-ray, dental, ambulance, hospital and professional nursing services expenses incurred within 1 year from the date of an accident causing bodily injury to an insured while riding an insured bicycle. The injured person must submit to an examination by a physician when and as often as we reasonably require.

We will pay no more than the limit for medical payments shown on the declarations page for any occurrence. This is the most we will pay regardless of the number of claims and is a policy aggregate limit.

No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and any other coverage provided by this policy. Any payment under this section is not an admission of liability by you or us. Coverage provided under medical payments is excess over any other collectible insurance provided.

If the Insured is seeking payment under this coverage, they must:

1. provide us with written authorization for release to us copies of pertinent medical reports or records;

2. submit a valid proof of loss within 1 year of the incurred expenses; and

3. provide information as required for compliance with the Federal Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA).

Please refer to the coverage exclusions on pages 5-8 for further information on the coverage.

Types of bicycles we cover

We regard a bicycle as being made up of a frame with two wheels powered by human pedaling.
This includes:

- Road bicycles
- Mountain bicycles
- Gravel bicycles
- Tandem bicycles
- Tri bicycles
- BMX
- Track bicycles
- E-bikes that comply with applicable state or federal laws

Use of bicycle
We only provide coverage for bicycles that are used for recreational purposes. We do not provide coverage for charter, hire, lease or transporting passengers or any other commercial use. Professional and/or Sponsored Cyclists are not covered under this policy.

Eligibility for the coverage

1. In order to be eligible for coverage under this policy, you must be:

   - Over 18 years of age;
   - A resident of the United States; and
   - The owner of the bicycle.

2. The bicycle must be in the USA at the time you apply for this insurance and when the policy is issued.

3. Professional and/or Sponsored Cyclists are not eligible for the coverage.

   A Professional Cyclist is a person who rides or races bicycles as their primary source of income.

   A Sponsored Cyclist means a person who receives direct or indirect financial or non-financial support of $2,500 or more in the aggregate over any consecutive 12-month period from one or more sponsors in order to train, ride in or otherwise participate in cycling events. Sponsorships include but are not limited to financial income, the provision, loan or subsidization of bicycles, bicycle components or accessories, clothing and apparel, travel and accommodation, event entry and/or license or membership fees.

   Professional Cyclists and Sponsored Cyclists may wish to contact the broker listed on the declarations page for further clarification and individual case reviews.

Coverage exclusions

We cannot cover everything, so it is important to understand when you are covered and when you are not covered. Please take the time to read through this list of exclusions. This list of exclusions applies to all covered items in your policy.

You are not covered for the following:

1. Theft from or away from your home or from a vehicle and you have not complied with the security conditions (pages 8-9) of the policy.

2. Theft of your bicycle if you cannot provide us with a police report that contains the details of the theft.

3. Loss, damage, or theft of tires, wheels, accessories, custom parts, unless the bicycle is stolen or damaged in the same event.

4. Scratching, marring, denting, or any cosmetic damage that does not impair the function or performance of the bicycle, accessory, or part.

5. Tearing in the material of cycling clothing less than 1 centimeter in length.

6. Wear and tear, minor scratching or cosmetic damage to a helmet that does not render the helmet unsafe for further use.

7. Any repairs not approved by us.

8. Any Bicycle hire costs that have not been approved by us.

9. Any Bicycle hire cost if your bicycle is repairable before the event.

10. Any Taxi reimbursement costs resulting from a flat tire, punctures, or flat batteries.

11. Any Event Entry reimbursement costs if the entry is refundable, partially refundable, or transferable.

12. Any insured's legal liability to any person or organization, including but not limited to any claim or lawsuit against any insured for bodily injury or property damage.

13. The cost of repairing pre-existing or old damage, faulty workmanship, or incomplete repairs which were carried out prior to a loss event.

14. Depreciation in the value of your bicycle.

15. Any consequential loss or loss of profit. This includes but is not limited to the loss of the manufacturer warranty, bicycle fitting, etc.

16. Any amount more than the relevant sum insured less the applicable deductible as shown on your declarations page.

17. A bicycle that is used or owned by professional or sponsored cyclists.

18. Any loss or damage if you or someone else is riding, or who has responsibility for the safekeeping of the bicycle is under the age of 18 years.

19. Any loss or damage to the battery/battery pack if not a direct result of a crash or the theft of the complete bicycle.

20. Damage or theft of your bicycle that occurs during International travel if:

    a. Worldwide coverage is not selected.

    b. Worldwide coverage is selected, but the trip is longer than 90 days.

21. No payments will be made under medical payments:

a. If the insured was injured while trespassing.

b. For injuries to somebody other than the insured while riding the bicycle.

c. For any person hired to work for or on behalf of any insured; or

d. For bodily injury or any other payment or obligation to any person eligible to receive any benefits required to be provided by you. This includes, but is not limited to, any employment, unemployment, disability, worker's compensation, non-occupational disability, occupational disease law, or any state or federal worker workmen's compensation law or migrant or seasonal workers' law.

e. For payments for funeral expenses.

22. Extended Radioactive Contamination.

23. Delay, confiscation, nationalization, or detention by Customs or other government or public authority.

24. Loss or damage caused by, or arising from:

a. Willful or intentional misconduct or criminal act on the part of any insured or during any illegal activity on the part of any insured. This exclusion includes loss, damage, injury or liability occurring while an insured is operating the insured bicycle with a blood or breath alcohol level equal to or in excess of the legal limit applicable for the operation of motor vehicles in the state where you reside.

b. Theft of your bicycle from your home or vehicle where there are no signs of forcible entry.

c. If your bicycle is being transported as part of your check-in luggage and it is not securely packed in a fully enclosed bicycle travel case or box.

d. While in the care of or during transportation by a commercial delivery, courier, or freight company.

e. Using the bicycle outside of the manufacturer's specification.

f. Failure to maintain and service the bicycle in accordance with the manufacturer's specifications.

g. Any process of cleaning, repairing, or altering your bicycle or custom part or accessory.

h. Wear and tear, fading, gradual deterioration, rust or oxidation, rot, mildew, mold, corrosion.

i. Mechanical, electrical, or electronic breakdown.

j. Structural or latent defects or flaws, faulty design, materials or workmanship, manufacturing, or assembly defects.

k. Crushing, cracking, or deformation arising from tightening and/or clamping.

l. Deformation and/or warping of carbon rims associated with braking and/or overheating.

25. Loss, damage, or theft caused:

a. By an intentional act by you or anyone who you have entrusted your bicycle to.

b. By a vehicle driving over your bicycle, custom part, wheelset and/or accessories, other than if this occurs during, or as a direct result of a crash.

c. By the bicycle being used for charter, transporting passengers, hire, reward, delivery services, courier services or the carriage of paying passengers.

d. By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or an act of terrorism.

e. By pollution or chemical contamination or corrosion (whether caused accidentally by chemical agents or not).

f. While your bicycle is outside the USA unless you have advised us beforehand and selected the Worldwide coverage option.

g. By electronic or mechanical derangement of electronic equipment, data, virus, electronic malfunction, or processing error.

h. By any modification of your bicycle from the manufacturer's specifications unless you have advised us, and we have agreed to extend cover in writing.

i. By your bicycle being left abandoned, meaning the bicycle is left unattended at a location other than your home for more than 24 consecutive hours.

j. By your bicycle being left in a competitive event's transition area more than 24 hours before or after the event unless approved in writing by us.

Security conditions

Please make sure that you understand the security conditions. We will only pay out claims if you have complied with the following:

At home

1. When your bicycle is kept inside your house, garage, or outbuilding, and you are not home, all the doors and windows of your house, garage and outbuildings must be locked.

2. When your bicycle is in the garage or outbuilding, and you are home, the garage door windows must be locked if you are not in the garage or outbuilding. For clarity, if you are busy in the house and your bicycle is in the garage, the garage door must be locked.

3. If your bicycle is left outside somewhere on your premises, it must be locked by an approved lock to an immovable object.
4. If you lock your bicycle in a common area, like a parking garage or foyer of your building, the bicycle must be locked by an approved lock to an immovable object.

Away from home
If your bicycle is left unattended while away from your home, it must be securely locked through the frame of the bicycle to an immovable object by an approved lock.

Unattended means whenever your entire bicycle is out of your direct line of sight or more than five (5) yards away from you.

For clarity purposes, if you are stopping to have a coffee after a ride, you don't have to lock your bicycle if it is less than 5 yards from you and in your direct line of sight the entire time. If you can't see it, even if it is just for a few moments, it must be locked as specified above to be covered.

Transporting your bicycle with your vehicle
If your bicycle is left unattended while it is in or attached to any motor vehicle, including while it is in transit, it must be:

- Kept inside a securely locked vehicle; or
- Locked and secured to a properly fixed bicycle rack via the lockable security provision of the bicycle rack; or
- Locked through the frame of the bicycle to a properly fixed bicycle rack with an approved lock; or
- Locked inside an enclosed boot; or
- Kept inside a fully enclosed trailer which is securely locked by a closed shackle padlock or by the lockable security provisions of the trailer.

Outside of daylight hours:
- If outside of daylight hours and your bicycle is left inside your vehicle, your vehicle must be locked, and your bicycle must be locked through the frame to a secure anchor point by an approved lock.
- If outside of daylight hours and your bicycle is fitted to a bicycle rack it is not covered.

Making a claim

What happens if my bicycle is damaged or stolen?
You must take steps to minimize further damage and notify us right away. If your bicycle is stolen or damaged maliciously, please report it to the authorities immediately and get a police report/reference number.

What information do I need to provide?
We will ask you to provide us information about the incident and might request things like your bicycle's purchase receipt, photos of the damage to your bicycle and/or photos of the incident area. If your bicycle was stolen, we will require proof that you complied with the security conditions (page 8-9) of the policy. This might be a purchase receipt for the lock, the lock key and/or evidence of forcible entry.

Our claims process

If your bicycle is damaged, we will review all the information provided to us and at our discretion decide on the best course of action. This may include sending your bicycle to one of our partner repairers, a carbon specialist for a specialist carbon assessment to determine the exact extent of the damage. Depending on the type of claim, we might at our discretion, repair your frame or bicycle, replace your bicycle, or offer you a cash settlement.

Important things you need to be aware of

- You must make your bicycle available to us for inspection, otherwise, we might not be able to process your claim.
- We reserve the right in all instances to have repairs undertaken at a repairer of our final choice.
- If any part of your bicycle requiring repair or replacement is not available in the USA at the time of your claim, the most we will pay in relation to any such part will be the lesser of the manufacturer's most recent US price or the list price of the closest equivalent part available in the US.
- You must tell us of any other insurance that might be relevant to your claim, like homeowners or renters' insurance.
- There is a deductible, as selected by you, payable when you claim. Please refer to your declarations page.
- We will subtract the deductible from your settlement or request you to pay it to us.
- We might require you to help us as we work to exercise, for our benefit, your legal right of recovery against any other party. You may not agree to pay, negotiate, or accept payment from any other party on our behalf without our consent, or otherwise infringe on our right under this policy to exercise recovery against any other party.
- After we have settled your claim, we reserve the right to take possession of the damaged or recovered property.
- If you underinsured your bicycle and make a claim, your claim settlement may be reduced by us to reflect this. You are considered to be underinsured if the sum insured at the time of the loss is less than 80% of the replacement cost of the bicycle. We determine the insured percentage by dividing the sum insured by the replacement cost at the time of the claim. Your final settlement will be based on your insured percentage.
- Any claim payments made under this insurance will be based on sales tax inclusive costs, up to the relevant sum insured or maximum amount that we pay. However, if you are or would be entitled to claim any input tax credit for the repair or replacement of insured property, we will reduce any claim under this insurance by the amount of such input tax credit.
- You must answer all questions honestly and completely and provide us with any information a reasonable person under the circumstances would expect us to want to know. We may refuse payment of your claim and/or cancel your policy if you or any person who is acting with your express or implied consent, misrepresents, deliberately omits, avoids providing or falsifies any information provided to us in relation to a claim.
- We may reduce or deny your claim in the event that you fail to meet or comply with the above claim requirements.

How your claim is settled
If your bicycle is:

1. Less than 2 years old
   If you bought the bicycle new and it is less than 2 years old at the time of the claim, we will pay the lesser of:

   - Replacement cost, or
   - The new recommended retail price, or
   - Your sum insured, less any applicable deductible

2. **Older than 2 years or was purchased second hand**
   If you bought your bicycle new, did not select lifetime new for old and it is more than 2 years old or it was purchased second hand, we will pay you the lesser of:

   - The actual cash value
   - Its market value (applies only to secondhand bicycles)
   - Your sum insured, less any applicable deductible

   This above applies to total loss claims and partial loss claims.

3. **Lifetime new for old**
   If you selected the lifetime new for old coverage, we will pay the lesser of:

   - Replacement cost, or
   - The new recommended retail price, or
   - Your sum insured, less any applicable deductible

Depreciation explained
If the bicycle or item claimed for is older than 2 years at the time of making a claim, we take the original Recommended Retail Price (RRP) of the item and deduct 10% for every year or part thereof. Should we be unable to establish the original RRP we will make use of the current RRP of an equivalent replacement item and apply depreciation.

If your bicycle is a total loss
If there has been a total loss claim paid, your bicycle, other claimed standard parts, custom parts, or accessories will become our property and we will keep the proceeds of any salvage sold. No premium refund is due if you have paid your premium annually. If you are paying your premium monthly, we will deduct the balance of the uncollected yearly premium from your claim settlement. You will need to contact us if you want to apply for new insurance cover for a replacement bicycle.

If your bicycle is a partial loss
If you have a partial loss claim on your bicycle or standard/custom parts or accessories, the claimed item/s will become our property and we will keep the proceeds of any salvage sold. Your policy remains active during and after the claim being processed and your premium obligations remain unchanged.

Important information (conditions)

Cooling-off period

If you decide that this policy is not for you and you have not made a claim, you may cancel this policy within 14 days of it starting (this also applies to each renewal period).

If you cancel within the cooling-off period, we will refund any premiums you have paid for the policy less any fees that we cannot recover. Even after this cooling-off period ends, you still have cancellation rights – see page 13.

Your policy premiums

Your policy premium is the amount that you agree to pay. This is an annual policy which you can choose to pay monthly or annually. This is also confirmed on your declarations page.

Your policy premium is affected by a number of things including:

- The level of coverage you choose
- The value of your bicycle
- Your insurance loss history

You need to make sure your premium payment(s) are up to date. If they are not, we may cancel your policy in accordance with the law. If any premium instalment remains unpaid for 14 days or more, we may also refuse to pay a claim. It is important that you contact us if your payment details change.

Misrepresentation, concealment, or fraud

This coverage is void as to you and any other insured if, before or after a loss, the following provisions apply:

a. You or any other insured have willfully concealed or misrepresented:

1) A material fact or circumstance that relates to this insurance or the subject thereof; or
2) Your interest herein; or
3) There has been fraudulent conduct or false swearing by you or any other insured with regard to a matter that relates to this insurance or the subject thereof.

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 excess 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.

Appraisal

If we and you disagree on the value of the property or the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will retain our right to deny the claim.

Conformity with statutes
When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.

Geographical limit and worldwide coverage extension
This policy only covers claims arising from loss events and losses that occur during the period of insurance and within the geographical limit. Your bicycle is not covered while it is outside the geographical limit or while it is in transit to or from destinations outside the geographical limit. We may extend your policy to cover your bicycle if you take it beyond the geographical limits, for a period not exceeding 90 days in aggregate during any continuous 12-month period, provided that you have advised us beforehand, and we have listed the 'Worldwide coverage extension' on the declarations page. You may be required to pay an additional premium for this coverage.

Your cancellations rights
You may cancel your policy at any time by contacting us.

When we may cancel your policy
We may cancel your policy where permitted by and in accordance with the law. For example, if you:

- Do not comply with the policy terms and conditions;
- Do not pay your premium as agreed;
- Make a fraudulent claim; or
- Misrepresented information when you entered into your policy.

If we pay a claim for a total loss, your policy comes to an end and there is no refund of premium.

Renewing of your insurance
Your insurance will be automatically renewed every year to make sure you have continuous coverage. Should your bicycle or personal information change at any time, please let us know immediately so we can update your policy.

Your bicycle value and sum insured
You need to make sure that the amount you give us as the sum insured is correct. Please take into account any modifications and/or upgrades you make to your bicycle in determining the value. If your bicycle is within 2 years of its purchase date, the sum insured should reflect the replacement value. If it is older than 2 years, the value should be its actual value. Please take into account any upgrades that you might have made in the 2 years since the purchase date. If you have selected the lifetime new for old coverage option, the sum insured should reflect the replacement value.

Proof of condition
We need to determine if your bicycle is in good condition prior to taking out the insurance. This means that there is no damage or cracks on the frame, wheels, parts and/or accessories. We ask that you send us two clear and in-focus photos of your bicycle after you have taken out the policy and to include your policy number on a piece of paper in the photos. The paper should not obstruct any part of the bicycle. Should

you not provide us with these photos, it might delay the claims process as you will have to provide us with other proof that the bicycle was in a good condition at the time of taking out the policy.

Proof of ownership
When you make a claim for loss or damage to an item, we will require satisfactory proof that you owned the item and of its value or your claim may not be paid. The easiest way to do this is by keeping documents related to the item or send us a copy to keep it for you.

Underinsured
If you underinsured your bicycle and make a claim, your claim settlement may be reduced by us to reflect this. You are considered to be underinsured if the sum insured at the time of the loss is less than 80% of the replacement cost of the bicycle (or depreciated value in the case of bicycles over 2 years old).

Policy changes
You need to let us know if you sell, buy, or change anything on your bicycle. Coverage for changes will only come into effect if we have endorsed your policy. Please note that there might be a premium adjustment.

Right of recovery
You may have the right to recover from another party who is responsible for your loss. If we pay your loss under this policy, this right of recovery will belong to us up to the amount that we have paid you. If you, or anyone acting on your behalf, take any action that impairs our right to recover, we may consider this policy void and without effect as to such loss.

Legal action against us
- No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
- With respect to coverage provided under medical payments, no suit or action may be brought against us unless the action is brought within 12 months after the date you first have knowledge of the loss.
- With respect to all other coverage under this policy, no suit or action may be brought against us until the amount of a claim against you has been determined or agreed upon.
- Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

Words with special meaning (definitions)

accessory/accessories mean an item used in conjunction with your bicycle that is listed on the declarations page as an accessory. For example, a bicycle light, bicycle computer etc.

actual cash value means the cost to repair or replace the lost or damaged property less depreciation.

approved lock means a lock that is approved by Sundays Insurance, please see the list available on our website.

bicycle means the bicycle as specified on your declarations page and which is made up of a frame with two wheels powered by human pedaling. For the purposes of this policy, this definition includes electric 'pedal assist' bicycles as approved by your applicable state or Federal legislation. The bicycle is understood to include a standard set of components necessary to render the bicycle functional (i.e. frame, wheels, handlebars, saddle, group-set, etc).

bicycle computer means a purpose-built computer mounted to your bicycle to measure and/or track GPS coordinates, speed, distance, heart rate etc. It does not include personal computers, tablets, smartphones, heart rate transmitters, or wrist-worn devices that may be used in conjunction with cycling.

common area means an area (e.g. stairs, driveways, car parks, shared lockup facilities and the like) within a Condominium, Apartment complex, or similar type of residential space which may be accessed by persons unknown to you or who do not reside with you.

custom part/s means a part/s fitted to your bicycle that replaces a manufacturer supplied part on your bicycle or which you have specifically selected in lieu of a manufacturer supplied part and is listed on your declarations page.

crash means a collision of the bicycle with another object while it is being ridden or, a fall caused by the rider losing control of the bicycle while it is being ridden.

cycling race or event means a timed cycling competition organized by a third party for which participants are required to register.

cycling clothing means cycling-specific clothes, shoes, or helmet less than 24 months old that are damaged in the same incident as your insured bicycle.

daylight hours mean the time between sunrise and sunset at the location where the bicycle is at the time of a loss event.

depreciation means the value calculated from the Recommended Retail Price (RRP) of an item which was purchased new but is more than 2 years old at the time of making a claim. The value is calculated by deducting 10% from the RRP for every year or part thereof, measured from the original date of purchase.

deductible means the first amount you must pay when a claim is accepted under this policy.

home means the fully enclosed building (or share of a building) defined by permanent walls and a roof, owned, or leased by you for domestic dwelling purposes and is located at the address noted on your declarations page.

immovable object means a solid object which is permanently fixed to concrete or stone and the object itself is immovable. It must not be possible to remove the object without the use of power tools. It must not be possible to maneuver the bicycle over or under the object while the bicycle is secured to the object by the use of an approved lock.

impact means the action of an object striking your bicycle other than;

- As a result of a collision or crash while cycling, or
- As a result of intentional acts by you or someone known to you.

declarations page means the latest declarations page we send you.

lifetime new for old means that we will not apply deprecation on the settlement of your claim even after 2 years if you selected the lifetime new for old option when you purchased the policy for a new bicycle.

loss event/s means a single incident for coverage, provided under Your Coverage Explained, resulting in a claim under this policy. See pages 2-4 for loss events covered by this policy.

market value means our best-estimated price that a buyer would pay and a seller would accept for an item in an open and competitive market for a bicycle or custom part or accessory of similar make, model, quality, material, condition, function, type and age.

partial loss means a loss that is not a total loss and only part of your bicycle is damaged. Meaning your bicycle only has partial damage.

policy period means the period during which this policy is current. The period of insurance is stated on your declarations page. If this policy is cancelled, the period of insurance ceases when the cancellation becomes effective.

policy means this document together with the declarations page and any applicable endorsements and any Supplementary Product Disclosure Statements of which you have been notified.

premises mean the land at the address on the declarations page on which your home is located and includes the yard or garden situated within the legal boundaries of that land. It does not include the nature strip outside your home or any area that is a common area within a multi-residence property.

replacement cost means the lowest amount at which we are able to purchase the same item or an item of similar make, model, type, function, quality, and material.

road hazard means any curb, gutter, drain, speed hump, fixed or temporary traffic control object, permanent or temporary road barrier, or unexpected road surface defect, object, material or chemical, that is in the path of the bicycle while you are cycling.

securely locked means:

- The bicycle is locked by an approved lock through the frame of the bicycle to an immovable object; or
- The vehicle or building at your home in which your bicycle is left, has - all external doors locked, and - all external windows securely latched and locked (where locks are fitted to the latching mechanism), and - any security devices (such as an alarm system) are set to active when unoccupied.

sum insured is the amount shown on your declarations page for each section of cover and/or each specified item covered by the policy. The most we will pay (inclusive of taxes) for a loss event, will be the relevant sum insured less the applicable deductible, less any other amount we are entitled to recover under this policy.

total loss means the loss of your entire bicycle, or damage to your bicycle or a custom part or an accessory which we determine at our sole discretion to be uneconomical to repair.

unattended means whenever your entire bicycle is out of your direct line of sight or more than five (5) yards away from you.

unoccupied means that neither you, nor any other person (with your consent) is present in your home.

we, **our** or **us** means U.S. Specialty Insurance Company.

you, your means the person or persons named on the declarations page as the insured.

Amendatory endorsements annexure

This annexure sets out the amendatory endorsements to the policy wording for the specific state in which you permanently reside and in which your bicycle is insured. The amendatory endorsement for the applicable state must be read in conjunction with policy wording as it modifies certain cover sections, terms and/or conditions of the policy wording.

19 Arizona

22 California

25 Colorado

26 Connecticut

28 Delaware

29 Florida

33 Georgia

37 Illinois

40 Indiana

43 Iowa

44 Maryland

47 Massachusetts

48 Michigan

51 Minnesota

52 Nebraska

54 Nevada

55 New Jersey

59 New Mexico

60 New York

66 North Carolina

68 Ohio

69 Oregon

71 Pennsylvania

74 Tennessee

75 Texas

78 Utah

79 Vermont

81 Virginia

83 Washington

86 Wisconsin

89 Wyoming

Amendatory endorsement
Arizona

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Anywhere referenced in the policy, intentional acts or intentional misconduct is amended to include the following:

However, if the loss is caused by an act of domestic violence committed by or at the direction of an insured, this exclusion will not apply to an otherwise covered loss suffered by another insured who did not cooperate in or contribute to the creation of the loss. The insured who claims the property loss must cooperate with any investigation relating to the loss.

Subject to all other terms of this policy, our payment to an insured who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the property, less any payment made to another party with a legal secured interest in the property, but not exceeding the applicable limit. We may apply reasonable standards of proof to claims for such loss.

2. Under **Making a Claim**, **How Your Claim is Settled**, the following is added:

An insured loss will be payable 30 days after a satisfactory proof of loss is received and the amount of the loss has been established either by:

a. written agreement with you;

b. the filing of an appraisal award with us; or

c. the entry of a final judgment.

3. Under **Important Information (Conditions)**, **Your Cancellation Rights** and **When we may cancel your policy** are deleted in their entirety and replaced with the following:

Cancellation And Nonrenewal

a. You may cancel this policy by returning the policy to us or by giving us written notice and stating at what future date coverage is to stop.

b. We may cancel or not renew this policy by mailing written notice to you at the address shown on the Declarations Page. Such notice may be delivered by electronic means if you have affirmatively consented to that method of delivery and have not withdrawn such consent. Proof of mailing or delivery is sufficient proof of notice.

c. If this policy has been in effect for less than 60 days, we may cancel for any reason. We will give you notice at least 10 days before the cancellation is effective.

d. If this policy has been in effect for 60 days or more, or if it is a renewal of a policy issued by us, we may cancel only if:

1) the premium has not been paid when due;
2) you have been convicted of a crime arising out of an act increasing the hazard insured against;
3) there has been an act or omission by an insured or an insured's representative constituting fraud or material misrepresentation in obtaining the policy, continuing the policy, or in presenting a claim under the policy;
4) there has been a discovery of a grossly negligent act or omission by an insured which has substantially increased any of the hazards insured against;
5) extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
6) the director of insurance has determined that the continuation of the policy would place us in violation of the insurance laws of this state; or
7) an insured has failed to take reasonable steps to eliminate or reduce any conditions which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this policy for nonpayment of premium, we will give you notice at least 10 days before the cancellation is effective. If we cancel this policy for any other reason, we will give you notice at least 30 days before cancellation is effective. Our notice will state the reason for the cancellation.

e. Your return premium, if any, will be calculated on a pro rata basis and will be refunded at the time of cancellation or as soon as practicable. Payment or tender of the unearned premium is not a condition of cancellation.

4. Under **Important Information (Conditions)**, **Renewing of your insurance** is amended to include the following:

If we decide to renew this policy subject to a:

a. reduction in limits; or

b. substantial reduction in coverage; we will give you notice at least 30 days before the expiration date of the policy. Such notice may be delivered by electronic means if you have affirmatively consented to that method of delivery and have not withdrawn such consent.

5. Under **Important Information (Conditions)**, **Misrepresentation, Concealment, or Fraud** is deleted and replaced by the following:

Misrepresentation, Concealment, or Fraud -- we do not provide coverage for any insured if, before or after a loss:

a. an insured has willfully concealed or misrepresented a fact or circumstance material either to the acceptance of the risk or to the hazard assumed by us;

b. there has been fraudulent conduct by an insured with regard to a matter that relates to this insurance or the subject thereof; or

c. an insured made false statements and we in good faith would either not have issued the policy, or would not have issued the policy in as large an amount, or would not have provided coverage with respect to the hazard resulting in the loss, if the true facts had been made known to us as required either by application for the policy or otherwise.

6. Under **Important Information (Conditions)**, **Right of Recovery** is amended to include the following:

An insured who is the subject of domestic violence by another insured cannot waive his or her right to recover. We retain all rights set forth by this condition with regard to our right to recover, up to the amount we pay, for loss caused by an act of domestic violence.

7. Under **Words with Special Meaning (Definitions)**, the term **actual cash value** means

The amount that it would currently cost to repair or replace covered property with new material of like kind and quality, less allowance for physical deterioration and depreciation, including obsolescence.

Amendatory endorsement California

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under Words with Special Meaning (Definitions), the term actual cash value is deleted and replaced by the following:

Actual cash value means the value of covered property is based on the actual cash value at the time of loss. The actual cash value will be determined as:

a. the amount it would cost to repair or replace the lost, damaged, or destroyed property less a fair and reasonable deduction for physical depreciation; or

b. the limit applicable to that property at the time of the loss;

whichever is less.

The condition of the property at the time of the loss is the basis for determining the amount of physical depreciation. The expense of labor necessary to repair or replace covered property is not a component of physical depreciation.

2. Under Important Information (Conditions), Other Insurance and Service Agreement is deleted and replaced by the following:

Other Insurance and Service Agreement

You may have another policy or service agreement covering identical risks, whether or not both are subject to the same terms, loss payment will be made as described below. In the event you have double insurance, and incur:

a. a total or constructive total loss, we will pay our share of the covered loss if that policy has the same effective date as this policy. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies covering on the same basis.

However, if there is a total or constructive loss and that policy has an effective date other than the effective date on this policy, we will pay according to the effective dates on the policies. This policy will be primary to any policy with an effective date after the effective date of this policy. This policy will be excess over any policy with an effective date before the effective date of this policy.

b. a partial loss, we will pay our share of the covered loss. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies covering on the same basis. For the purposes of this provision, the amount payable under a service agreement is considered when determining the limit of all policies.

Service agreement means a service plan, property restoration plan or other similar service warranty agreement, even if it is characterized as insurance.

3. Under Important Information (Conditions), Your Cancellation Rights and When we may cancel your policy are deleted in their entirety and replaced with the following:

Cancellation and Nonrenewal

a. You may cancel this policy by returning it to us or by giving us a written notice and stating at what future date coverage is to cease.

b. We may cancel or not renew this policy by written notice to you at the address shown on the Declarations Page. Proof of delivery or mailing is sufficient proof of notice. The notice will state the reason for the cancellation or nonrenewal.

c. If this policy has been in effect for 60 days or less, we may cancel for any reason.

If this policy has been in effect for more than 60 days, or if it is a renewal of a policy issued by us, we may cancel only for one or more of the following reasons:

1) nonpayment of premium;
2) you have been convicted of a crime having as one of its necessary elements an act that increases a hazard insured against;
3) we have discovered fraud or material misrepresentation by:
  a) one or more insureds or their representative in obtaining this insurance; or
  b) you or your representative in pursuing a claim under this policy;
4) we have discovered a grossly negligent act or omission by a person insured under this coverage that substantially increases a hazard insured against; or
5) there has been a physical change in covered property that results in the property becoming uninsurable.

If we cancel this policy for nonpayment of premium or for fraud, we will give you notice at least 10 days before the cancellation takes effect. If we cancel this policy for any other reason, we will give you notice at least 20 days before the cancellation is effective.

d. Your return premium, if any, will be calculated on a pro rata basis and will be refunded at the time of cancellation or within 25 business days after the date we receive your request for cancellation, or the date our written cancellation notice is sent.

Payment or tender of the unearned premium is not a condition of cancellation.

e. If we decide not to renew this policy, we will give you notice at least 45 days before the nonrenewal is effective.

f. If this policy is written for a term of less than one year, we will not refuse to renew until the end of the one year period that begins with the original or renewal effective date.

4. Under Important Information (Conditions), Renewing of your insurance is amended to include the following:

If we decide to renew with any reduction of limits or elimination of coverage, we will give you notice at least 45 days before the expiration or anniversary date of the policy. Such notice may be delivered by electronic means if you have affirmatively consented to that method of delivery and have not withdrawn such consent.

Amendatory endorsement Colorado

This endorsement modifies insurance provided under:

Cyclist insurance policy

Under **Important Information (Conditions), Your Cancellation Rights** and **When we may cancel your policy** are deleted in their entirety and replaced with the following:

Cancellation -- You may cancel this policy by returning the policy to **us** or by giving **us** written notice and stating at what future date coverage is to stop.

We may cancel this policy by written notice to **you** at the address shown on the **Declarations Page**. Proof of delivery or mailing is sufficient proof of notice.

If **we** cancel this policy, **we** will give **you** notice at least ten days before cancellation is effective.

Your return premium, if any, will be calculated according to our rules and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

Amendatory endorsement Connecticut

This endorsement modifies insurance provided under:

Cyclist insurance policy

A. Under **Important Information (Conditions)**, **Your Cancellation Rights** and **When we may cancel your policy** are deleted in their entirety and replaced with the following:

Cancellation, Nonrenewal, And Conditional Renewal

1. You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

2. "We" may cancel this policy by delivering or mailing written notice to "you" at the mailing address shown on the "declarations". If notice is mailed, it will be mailed by registered or certified mail, or by mail evidenced by a United States Post Office certificate of mailing. "Our" notice will state or be accompanied by a statement of the specific reason for the cancellation. Proof of delivery or mailing is sufficient proof of notice.

3. If this policy has been in effect for 60 days or less and is not a renewal of a policy issued by "us", "we" may cancel this policy for any reason.

4. If this policy has been in effect for more than 60 days, or if it is a renewal of a policy issued by "us", "we" may cancel this policy for any reason, but only at the anniversary date.

However, "we" may cancel this policy prior to the anniversary date if the cancellation is based on the occurrence of one or more of the following conditions:

a. nonpayment of premium;
b. the policy was obtained through fraud, material misrepresentation, or omission of fact, which, if known by "us", would have caused "us" not to issue the policy; or
c. a material change or increase in the hazard insured against.

5. If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least 10 days before cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days before cancellation is effective.

6. Notice of cancellation is not required if "we" have transferred this policy to any of "our" affiliates, with no interruption of coverage, for another policy that contains the same terms, conditions, and provisions, including "limits", as this policy.

7. "Your" return premium, if any, will be calculated according to "our" rules and refunded at the time of cancellation or as soon as practicable. Payment or tender of unearned premium is not a condition of cancellation.

8. "We" may elect not to renew this policy, or to conditionally renew with different "terms" and conditions, by delivering or mailing written notice to "you" at the mailing address shown on the "declarations" at least 60 days before the nonrenewal or conditional renewal is effective. If notice is mailed, it will be mailed by registered or certified mail, or by mail evidenced by a United States Post Office certificate of mailing. Proof of delivery or mailing is sufficient proof of notice.

A notice of nonrenewal will state or be accompanied by a statement of the reasons for nonrenewal. A notice of conditional renewal will state or be accompanied by a statement identifying any reduction in coverage "limits", coverage provisions added or revised that reduce coverage, or increases in deductibles that apply under the renewal policy.

9. Notice of nonrenewal is not required if:

a. the premium has not been paid when due;
b. any advance premium required by "us" for renewal has not been paid when due; or
c. "we" have transferred this policy to any of "our" affiliates, with no interruption of coverage, for another policy that contains the same terms, conditions, and provisions, including "limits", as this policy.

Amendatory endorsement
Delaware

This endorsement modifies insurance provided under:

Cyclist insurance policy

When this policy includes Personal Articles Coverage, Personal Property Coverages, and/or Personal Effects Coverage, such coverage is amended to include the following “terms”. All other “terms” of the policy apply, except as amended by this endorsement.

1. Assignment; Change, Modification, or Waiver or Policy Terms; and Inspections under Important Information (Conditions) are deleted and replaced by the conditions relating to assignment or transfer of rights or duties, changes or modifications, and inspections, respectively, in the policy to which the coverage form is attached, including any amendments to such conditions.

2. The conditions relating to cancellation and/or nonrenewal in the policy to which the coverage form is attached, including any amendments to such condition(s), apply with respect to the coverage provided

Amendatory endorsement
Florida

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under Policy Exclusions, the following is deleted in its entirety under You are not covered for the following, 25. **Loss, damage or theft caused:**

d. By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or an act of terrorism.

2. **Under Making a Claim**, the following provision is added to **Our claims process**:

If **we** have agreed in writing to the settlement of a claim, **we** will pay for that loss within 20 days after such settlement is reached.

3. Under **Important Information (Conditions), Misrepresentation, Concealment, or Frau**d is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud

This coverage may be voided if, before or after a loss:

a. an insured has wilfully concealed or misrepresented:
1) any material fact or circumstance concerning this insurance; or
2) an insured's interest herein if material.

This means **we** would not have issued the policy at the premium charged if **we** had known the facts you concealed or misrepresented.

b. there has been fraud or false swearing by an insured with respect to this insurance or the subject thereof.

4. Under **Important Information (Conditions), Your Cancellations Rights** and **When we may cancel your policy** are deleted and replaced by the following:

Cancellation

a. **You** may cancel this policy by:
1) returning the policy to **us**; or
2) giving **us** written notice and stating at what date coverage is to stop.

b. **We** may cancel this policy by delivering or mailing written notice to **you** at the address shown on the declarations. **Our** notice will state the specific reason(s) for cancellation. Proof of delivery or mailing is sufficient proof of notice.

c. If this policy has been in effect for 90 days or less, **we** may cancel for any reason.

1) However:

a) **We** may cancel this policy based on property insurance claims that are the result of an act of God only if **we** can show, by claims frequency or otherwise, that you have failed to take action reasonably necessary as requested by **us** to prevent further damage to your property.

b) **We** may cancel this policy based solely on a single property insurance claim that is the result of water damage only if **we** can demonstrate that **you** have failed to take action reasonably requested by **us** to prevent a future similar occurrence of damage to the insured property.

d. After this policy has been in effect for ninety (90) days, or if this is a renewal policy, we may cancel by providing forty-five (45) days' notice before the cancellation takes effect for the following reasons:

1) non-payment of premium due;
2) misrepresentation or fraud;
3) substantial breach of your duties under this policy;
4) if the risk changed substantially since the policy was issued; or
5) for failure to comply with our underwriting requirements within 90 days of the term effective date.

e. If we cancel for non-payment of premium, we will give you notice at least 10 days before the cancellation is to be effective.

f. If we cancel for any reason other than non-payment of premium, we will give you notice at least 20 days before the cancellation is to be effective. However, we may cancel immediately if there has been:

1) a material misstatement or misrepresentation; or
2) a failure to comply with the underwriting requirements that **we** have established.

5. Under **Important Information (Conditions)**, the following condition is added:

Nonrenewal

a. If **we** do not renew this policy, **we** will give **you** notice at the address shown on the declarations. **Our** notice will state the specific reason(s) for nonrenewal. Proof of delivery or mailing is sufficient proof of notice.

b. **We** may non-renew this policy for any reason.

c. If **we** decide not to renew your policy, **we** or our authorized representative will mail **you** a written notice at least forty-five (45) days before the end of the policy term.

6. **Under Important Information (Conditions)**, the following condition is added under **Renewing of your insurance:**

Renewal

If **we** decide to renew this policy, **we** will give **you** written notice of the renewal premium at least 45

days prior to the renewal date.

7. Under **Important Information (Conditions)**, the following condition is added under **Legal action against us:**

A judgment or decree for the recovery of money entered in any of the courts of this state against any authorized insurer shall be fully satisfied within 60 days from and after the entry thereof or, in the case of an appeal from such judgment or decree, within 60 days from and after the affirmance of the same by the appellate court.

All other term and conditions of the policy apply.

Policyholder Consumer Notice
Florida

Questions regarding your policy or coverage should be directed to:

U.S. Specialty Insurance Company - Specialty Group
401 Edgewater Place, Suite 400
Wakefield, MA 01880

Contact number 781-994-6000

Amendatory endorsement
Georgia

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under Coverage Exclusions, Wilful or Intentional Misconduct is amended to include the following:

However, if the loss is caused by an intentional act of an "insured" against whom a family violence complaint is brought for the act causing this loss, this exclusion will not apply to an otherwise covered loss suffered by another "insured" who did not cooperate with or contribute to the act that caused the loss.

Subject to all other "terms" of this policy, "our" payment to an "insured" who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the property, less any payment made to a party with a legal secured interest in the property.

2. Under Important Information (Conditions), Other Insurance and Service Agreement is deleted and replaced by the following:

Insurance Under More Than One Policy -- If a loss is covered by this policy and is also covered by other insurance, "we" pay "our" share of the loss. "Our" share is that part of the loss that the "limit" of this form bears to the total amount of insurance that applies to the loss.

3. Under Important Information (Conditions), Appraisal is deleted in its entirety and replaced by the following

Appraisal

If we and you disagree on the value of the property or the amount of the loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire.

Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally;

If there is an appraisal, we will retain our right to deny the claim.

4. Important Information (Conditions) is amended to include the following:

Cancellation And Nonrenewal

a. "You" may cancel this policy by returning the policy to "us" or by giving "us" notice. The notice must state at what future date coverage is to stop and may be given verbally, in writing, or by electronic means.

If such notice is given verbally, "we" will provide "you" confirmation of cancellation in writing or by electronic means within 10 days of "your" verbal notice. "We" may require that "you" verify with "us" "your" notice of cancellation in writing or by electronic means prior to such cancellation taking effect.

1) If only "your" interest is affected, cancellation will become effective on:

a) the date on which "we" receive either the returned policy or "your" notice; or
b) the date stated in "your" notice;

whichever is later. "We" can waive the requirement that "you" state a future date of cancellation by giving "you" confirmation of the date and time of cancellation.

2) If by statute, regulation, or contract this policy cannot be cancelled unless notice is given to a governmental agency, mortgagee, or other third party, "we" will mail or deliver such notice to the third party's last address of record at least 10 days before cancellation is effective. If notice is mailed, it will be mailed first class. Proof of delivery or mailing is sufficient proof of notice.

Cancellation will become effective:

a) 10 days after "our" notice is mailed or delivered; or
b) on the date stated in your" notice;

whichever is later.

b. The following replaces Important Information (Conditions) When we may cancel your policy:

a) "We" may cancel or not renew this policy by written notice mailed first class or delivered to "you" and any loss payee shown in the policy at the last mailing address known to "us" or "our" authorized agent. Such notice may be delivered by electronic means if "you" or the loss payee have affirmatively consented to that method of delivery, and "we" have obtained such consent in accordance with Georgia law. Proof of delivery or mailing is sufficient proof of notice.

b) If this policy has been in effect for 60 days or less at the time "we" cancel, "we" will give notice at least 10 days before cancellation is effective.

c) If this policy has been in effect for more than 60 days, or if it is a renewal of a policy issued by "us", at the time "we" cancel, "we" will give "you" notice:

1) at least 10 days before the cancellation is effective, if the cancellation is for non-payment of premium; or
2) at least 30 days before the cancellation is effective, if the cancellation is for any other reason.

Notwithstanding the foregoing, if the "terms" of this policy permit an audit and "you" fail to submit to or allow an audit for the current or most recently expired term, "we" may cancel by giving "you" notice at least 10 days before cancellation is effective, but only if:

1) "we" have made two documented efforts to notify "you" and "your" agent of potential cancellation; and

2) the notice is not mailed within 20 days of the first such documented effort.

If "we" cancel for failure to submit to or allow an audit, the notice of cancellation will be sent by certified mail or statutory overnight delivery.

d) "Your" return premium, if any, will be calculated on a pro rata basis and will be refunded:

1) at the time of cancellation or as soon as practicable, if "you" cancel this policy; or

2) with the cancellation notice or sent to "you" or "your" authorized agent on or before the date on which the cancellation is effective, if "we" cancel this policy;

unless the premium was financed by a premium finance company. If the premium was financed by a premium finance company, the return premium will be refunded to the premium finance company within 10 working days after cancellation.

Payment or tender of the unearned premium is not a condition of cancellation.

e) If "we" decide not to renew this policy, "we" will give notice at least 30 days before the nonrenewal is effective.

5. Under Important Information (Conditions), Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

"We" do not provide coverage as to "you" and any other "insured" if, before or after a loss:

a) "you" or any other "insured" have wilfully concealed or misrepresented:

1) a material fact or circumstance that relates to this insurance or the subject thereof; or

2) "your" interest herein; or

b) there has been fraudulent conduct or false swearing by "you" or any other "insured" with regard to a matter that relates to this insurance or the subject thereof.

6. Under Important Information (Conditions), Right to Recovery is deleted in its entirety and replaced with the following:

Right of Recovery

You may have the right to recover from another party who is responsible for your loss. If we pay your loss under this policy, this right of recovery will belong to us up to the amount that we have paid you

Under **Important Information (Conditions)**, the following is added:

a. Subrogation

An innocent "insured" who is the subject of family violence by another "insured" cannot waive his or her right to recover. "We" retain all rights set forth by this Subrogation condition regarding "our" right to recover, up to the amount "we" pay, for loss caused by an act of family violence.

Amendatory endorsement
Illinois

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Anywhere referenced in the policy, intentional acts or intentional misconduct is amended to include the following:

However, if the loss is caused by an act arising out of a pattern of criminal domestic violence and the perpetrator of the loss is criminally prosecuted for the act causing the loss, this exclusion does not apply to an otherwise covered loss suffered by an insured who did not cooperate in or contribute to the act that caused the loss.

Subject to the terms under How Much We Pay and all other terms of this policy, our payment to an insured who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the property, less any payment made to a party with a legal secured interest in the property.

2. Under **Making a Claim**, How Your Claim is Settled, the following is added:

The undisputed portion of an insured loss will be payable 30 days after a satisfactory proof of loss is received and the amount of the loss has been established by written agreement with you.

If you and we do not agree, we pay any additional amount due within 30 days after:

a. a final written agreement is reached;

b. the filing of an appraisal award with us; or

c. the entry of a final judgment.

3. Under **Important Information (Conditions), Misrepresentation, Concealment, or Fraud** is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud

We do not provide coverage for an insured who has:

a. willfully concealed or misrepresented:
1) a material fact or circumstance with respect to this insurance; or
2) an insured's interest herein.

b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.

4. Under **Important Information (Conditions), Other Insurance and Service Agreement** is deleted and

replaced by the following:

Other Insurance and Service Agreement

a. **Proportional Share** -- You may have another policy or service agreement subject to the same terms as this policy. If you do, we will pay our share of the covered loss. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies covering on the same basis.

b. **Excess Amount** -- If there is another policy covering the same loss, other than that described above, we pay only for the amount of covered loss in excess of the amount due from that other policy. But we do not pay more than the applicable limit.

Service agreement means a service plan, property restoration plan or other similar service warranty agreement, even if it is characterized as insurance.

5. Under **Important Information (Conditions), Your Cancellation Rights** and **When we may cancel your policy** are deleted in their entirety and replaced with the following:

Cancellation And Nonrenewal

You may cancel this policy by returning the policy to us or by giving us written notice and stating at what future date coverage is to stop.

We may cancel or not renew this policy by mailing written notice to you, at the last address known to us, to any loss payee shown on the policy, and to your broker, if known, or your agent of record. Proof of mailing on a form acceptable to the U.S. Postal Service or other commercial mail delivery service is sufficient proof of notice.

If this policy has been in effect 60 days or less, we may cancel for any reason.

If this policy has been in effect more than 60 days, or if it is a renewal of a policy issued by us, we may cancel only at the anniversary date unless one or more of the following apply:

a. the premium has not been paid when due;

b. the policy was obtained through a material misrepresentation;

c. any insured has violated any of the terms and conditions of the policy;

d. the risk originally accepted has measurably increased;

e. certification of the Director of the loss of reinsurance which provided coverage to us for all or a substantial part of the underlying risk insured; or

f. a determination by the Director that the continuation of the policy could place us in violation of the insurance laws of this state.

If we cancel this policy for nonpayment of premium, we will give notice at least ten days before cancellation is effective.

If we cancel this policy for any other reason, we will give notice at least 30 days before cancellation

is effective.
If we do not renew this policy, we will give notice at least 30 days before nonrenewal is effective.

Your return premium, if any, will be calculated according to our rules and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

6. Under **Important Information (Conditions), Right of Recovery** is amended to include the following:

An innocent insured who is the subject of a pattern of criminal domestic violence cannot waive his or her right to recover. We retain all rights set forth by this condition with regard to our right to recover, up to the amount we pay, for loss caused by an act of domestic violence.

7. Under **Important Information (Conditions), Legal action against us** is deleted and replaced with the following:

Legal action against us

- No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
- With respect to coverage provided under Medical Payments, no suit or action may be brought against us unless the action is brought within 12 months after the date you first have knowledge of the loss. However, this period is extended by the number of days between the date proof of loss is submitted and the claim is denied in whole or in part.
- With respect to all other coverage under this policy, no suit or action may be brought against us until the amount of a claim against you has been determined or agreed upon.
- Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

Amendatory endorsement
Indiana

This endorsement modifies insurance provided under:

Cyclist insurance policy

When this policy includes Personal Articles Coverage, Personal Property Coverages, and/or Personal Effects Coverage, such coverage is amended to include the following "terms". All other "terms" of the policy apply, except as amended by this endorsement.

1. Assignment; Change, Modification, Or Waiver Or Policy Terms; and Inspections under Conditions are deleted and replaced by the conditions relating to assignment or transfer of rights or duties, changes or modifications, and inspections, respectively, in the policy to which the coverage form is attached, including any amendments to such conditions.

2. Under Important Information (Conditions) the provision titled When we may cancel your policy is deleted in its entirety, and replaced with the following:

Cancellation and Nonrenewal

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.

We may cancel this Policy only for the reasons stated below 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.

When you have not paid the premium, we may cancel at any time by letting you know at least 10 days before the date cancellation takes effect.

When this Policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reasonby letting you know at least 10 days before the date cancellation takes effect.

When this Policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:

a. If there has been a material misrepresentation of fact which if known to us would have caused us not to issue the Policy; or
b. If the risk has changed substantially since the Policy was issued.

This can be done by letting you know at least 30 days before the date cancellation takes effect.

When this Policy is written for a period of more than one year, we may cancel for any reason at anniversary by letting you know at least 30 days before the date cancellation takes effect.

When this Policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we

will refund it within a reasonable time after the date cancellation takes effect.

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.

3. Under, Making A Claim, Notice is amended to include the following:

Notice given by "you" or on "your" behalf to "our" authorized agent is considered notice to "us". Sufficient details must be provided to enable "us" to properly identify "you". However, such notice does not change or waive any other "terms" of this policy.

Policyholder Consumer Notice
Indiana

Questions regarding your policy or coverage should be directed to:

U.S. Specialty Insurance Company - Specialty Group
401 Edgewater Place, Suite 400
Wakefield, MA 01880

Contact number 781-994-6000

If you:

a) need the assistance of the governmental agency that regulates insurance; or
b) have a complaint you have been unable to resolve with your insurer you may contact the Department of Insurance by mail, telephone or email:

State of Indiana Department of Insurance
Consumer Services Division
311 West Washington Street, Suite 300
Indianapolis, Indiana 46204

Consumer Hotline: (800) 622-4461; (317) 232-2395
Complaints can be filed electronically at www.in.gov/idoi.

Iowa

All terms, conditions, and limitations of the policy remain unchanged.

Amendatory endorsement
Maryland

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under **Important Information (Conditions)**, **Your Cancellation Rights** and **When we may cancel your policy** are deleted in their entirety and replaced with the following:

Cancellation And Nonrenewal

a. You may cancel this policy by returning the policy to us or by giving us written notice and stating at what future date coverage is to stop.

b. We may cancel or not renew this policy by written notice mailed, by a first-class mail tracking method, to you at your last mailing address known to us, or by delivering written notice to you by electronic means if you have affirmatively consented to such method of delivery and we have obtained such consent in accordance with Maryland law. Proof of mailing or delivery is sufficient proof of notice.

c. If we cancel this policy for nonpayment of premium, we will give you notice at least 10 days before cancellation is effective.

d. If this policy has been in effect for 45 days or less, we may cancel if the risk does not meet our underwriting standards, we will give you notice at least 15 days before cancellation is effective.

Our notice will state the reason for the cancellation.

e. If this policy has been in effect for more than 45 days, or if it is a renewal of a policy issued by us, we may cancel only if one or more of the following reasons apply:

1) nonpayment of premium;
2) there has been a material misrepresentation or fraud in connection with the application, policy, or presentation of a claim;
3) there has been a matter or issue related to the risk that constitutes a threat to public safety; or
4) there has been a change in the condition of the risk that has resulted in an increase in the hazard insured against.

If we cancel this policy for any reason other than nonpayment of premium, we will give you notice at least 45 days before cancellation is effective.

f. If the premium was paid by a premium finance company, we will return to the premium finance company, from your account, any gross unearned premiums that are due, computed on a pro rata basis and excluding any expense constant, administrative fee, or any nonrefundable charge filed with and approved by the insurance commissioner. Such return premium will be refunded within a reasonable time that will not exceed 45 days after:

1) our receipt of a notice of cancellation from the premium finance company;
2) the date we cancel this policy; or

3) the completion of any payroll audit necessary to determine the amount of premium earned while this policy was in force.

This applies regardless of whether the policy is cancelled by you, us, or the premium finance company.

If the premium was not paid by a premium finance company, your return premium, if any, will be calculated on a pro rata basis and will be refunded at the time of cancellation or as soon as practical.

In all cases, payment or tender of the unearned premium is not a condition of cancellation.

g. If we decide not to renew this policy, we will give you notice at least 45 days before nonrenewal is effective.

2. Under **Important Information (Conditions)**, **Legal action against us** is deleted and replaced by the following:

Legal action against us -- No one may bring legal action against us under this coverage unless:

a. all of the terms of this coverage have been complied with; and

b. the suit is brought within three years after the date on which it accrues.

If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by the law.

3. Under **Important Information (Conditions)**, **Renewing of your insurance** is amended to include the following:

If we intend to renew this policy with a reduction or elimination of coverage, a change in deductible, or an increase in limits, the renewal notice will include a clear and specific description of each change in coverage which identifies the type of coverage that will be changed and the dollar amount of such change. Such notice may be delivered by electronic means if you have affirmatively consented to the method of delivery and we have obtained such consent in accordance with Maryland law.

However, no such description is required if the change in coverage is requested by you.

4. Under **Important Information (Conditions)**, the following condition is added:

Notice Of Recalculated Premium

a. If we discover a material risk factor during the 45-day underwriting period of this policy, but the risk continues to meet our underwriting standards, we will recalculate the premium for your policy based on such material risk factor.

b. If we recalculate the premium for your policy as provided in a. above, we will give you written notice that states:

1) the amount of the recalculated premium;
2) the reason for the change in the premium in accordance with c. below; and

3) your right to cancel the policy and receive a pro-rata refund of any premium paid by notifying us of the termination.

c. In stating the reason for the change in the premium, we will:

1) identify each material risk factor that was discovered during the 45-day underwriting period; and
2) with respect to each material risk factor, explain with specificity why the material risk factor required the premium to be recalculated.

d. For purposes of this condition, material risk factor means a risk factor that:

1) was incorrectly recorded or not disclosed by you in the application for this policy;
2) was in existence on the date of such application; and
3) modifies the premium charged on the policy

Amendatory endorsement Massachusetts

This endorsement modifies insurance provided under:

Cyclist insurance policy

Under **Important Information (Conditions)**, **Your Cancellation Rights** and **When we may cancel your policy** are deleted in their entirety and replaced with the following:

Cancellation -- You may cancel this policy by returning the policy to us or by giving us written notice and stating at what future date coverage is to stop.

We may cancel this policy by written notice mailed or delivered to you at the address shown on the Declarations Page. United States Postal Service certificate of mailing showing your name and address is sufficient proof of notice.

If we cancel we will give you notice at least ten days before cancellation is effective.

Your return premium, if any, will be calculated according to our rules and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

Amendatory endorsement
Michigan

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under Words with Special Meaning (Definitions), you, your is deleted and replaced by the following:

1) The words "you" and "your" mean the person or persons named as the insured on the "declarations". This includes "your" spouse if a resident of "your" household.

If, during the policy period, the spouse of the named insured ceases to be a resident of the named insured's household, the "terms" "you" and "your" will continue to include that spouse, but only until the earlier of:

a) the effective date of another policy listing that spouse as a named insured; or
b) the end of the policy period.

2. Under Coverage Exclusions, the following are added:

a. Intentional Acts -- "We" do not pay an "insured" for loss that results from any act committed:

1) by that "insured", alone or in collusion with another; or
2) at the direction of that "insured";

with the intent to cause a loss.

Subject to all other "terms" of this policy, "our" payment to an "insured" who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the property, less any payment made to a party with a legal secured interest in the property.

b. Illegal Acts -- "We" do not pay for loss or damage caused by or resulting from the illegal acts of an "insured", including any acts outlawed under Title 18 of the U.S. Code or any applicable penal code. This exclusion will not be applied in a way that denies coverage benefits without a court or other adjudicatory body convicting an insured of an illegal/criminal act that resulted in loss.

3. Under Coverage Exclusions, Item 24(a) is deleted and replaced with the following:

24. Loss or damage caused by, or arising from:

a. Wilful or intentional misconduct or criminal act on the part of any insured or during any illegal activity on the part of any insured. This exclusion includes loss, damage, injury or liability occurring while an insured is operating the insured bicycle with a blood or breath alcohol level equal to or in excess of the legal limit applicable for the operation of motor vehicles in the state where you reside.

4. Under Making a Claim the following are added:

a. give "us" or "our" agent notice including a description of the property involved ("we" may request written notice); and

5. Under, Other Insurance and Service Agreement is deleted and replaced by the following:

Other Insurance Under More Than One Policy -- "You" may have another policy that insures the same loss. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

6. Under Important Information (Conditions) - Your Cancellation Rights and When we may cancel your policy is replaced by the following:

Cancellation And Nonrenewal - "You" may cancel this policy at any time at your request by giving "us" notice and stating at what date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations". Proof of delivery or mailing is sufficient proof of notice.

If "we" cancel this policy for non-payment of premium, "we" will give "you" notice at least ten days before cancellation is effective.

If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days before cancellation is effective.

If "we" do not renew this policy, "we" will give "you" notice at least 30 days before nonrenewal is effective.

"Your" return premium, if any, will be calculated according to "our" rules, however, the minimum earned premium on any policy which is cancelled will not be less than the pro rate premium for the expired time or $25.00 whichever is greater. "Your" refund, if any, will be refunded at the time of cancellation or on demand. Payment or tender of the unearned premium is not a condition of cancellation.

7. Under Important Information (Conditions) -- Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud - "We" do not provide coverage for an "insured" who has:

a. wilfully concealed or misrepresented:

1) a material fact or circumstance with respect to this insurance; or
2) an "insured's" interest herein; or

b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.

8. Under Important Information (Conditions), Subrogation is added:

If “we” pay an innocent “insured” for a loss intentionally caused by another “insured”, the innocent “insured”, cannot waive his or her right to recover. “We” retain all rights set forth by this Subrogation condition regarding “our” right to recover, up to the amount “we” pay for intentional loss caused by an intentional act of any “insured”. An innocent “insured” is an “insured” who did not cooperate in or contribute to the act that caused the loss.

9. Under Important Information (Conditions), Legal action against us, the following is added:

a. Any suit must be brought within six years after “you” first have knowledge of the loss.

If any applicable law makes this limitation invalid, then any suit must begin within the shortest period permitted by law, Coverage is amended to include the following “terms”. All other “terms” of the policy apply, except as amended by this endorsement.

Amendatory endorsement
Minnesota

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under Important Information (Conditions), Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

"We" do not provide coverage as to "you" and any other "insured" if, before or after a loss:

a. "you" or any other "insured" have willfully concealed or misrepresented with intent to deceive or defraud:

1) a material fact or circumstance that relates to this insurance or the subject thereof; or
2) "your" interest herein; or
3) there has been fraudulent conduct or false swearing by "you" or any other "insured" regarding a matter that relates to this insurance or the subject thereof.

Amendatory endorsement
Nebraska

This endorsement modifies insurance provided under:

Cyclist insurance policy

Important Information (CONDITIONS)

Misrepresentation, Concealment, or Fraud is deleted in its entirety and replaced with the following:

Misrepresentation, Concealment, or Fraud

a. All insurance provided by this policy will be null and void if **you**, in the application or negotiation of this insurance, willfully or intentionally misrepresent or conceal any material fact, regardless of intent, which relates to this insurance or your interest in this insurance.

b. The insurance provided by this policy will be null and void due to misrepresentation or concealment if the misrepresentation or concealment exists at the time of the loss and contributes to the loss. No action or inaction by us will be deemed a waiver of this provision.

Your Cancellation Rights and **When we may cancel your policy** are both deleted in their entirety and replaced with the following:

Notice of Cancellation

a. **You** may cancel this policy by returning it to **us** or our authorized agent, or by advising **us** or **our** authorized agent in writing, stating the future date **you** want the policy to be cancelled.

b. **We** may cancel this policy by delivering or mailing notice of cancellation to the first named 'Insured' at the last address shown in our records at least:
- **1)** ten (10) days before the cancellation takes effect if:
  - **a** the cancellation is for nonpayment of premium or
  - **b** this policy has been in effect for less than sixty (60) days and is not a renewal policy; or
- **2)** Sixty (60) days before the cancellation takes effect in all other cases.

c. After this policy has been in effect for sixty (60) days, or if this is a renewal policy, **we** will cancel only:

- **1)** for nonpayment of premium due;
- **2)** for misrepresentation, concealment, or fraud;
- **3)** for substantial breach of your duties under this policy;
- **4)** if the risk changed substantially since the policy was issued;
- **5)** for failure to comply with our underwriting requirements within ninety (90) days of the term effective date;
- **6)** for certification sent to the Director of Insurance of loss of reinsurance by **us** which provided coverage to **us** for all or a substantial part of the underlying risk insured; or
- **7)** if the Director of Insurance determines that the continuation of the policy could place us in violation of **your** state's insurance laws.

Proof of mailing of this notice to **you** will be sufficient proof that notice of cancellation was given. The date of the cancellation stated in the notice will become the end of the policy period.

If **we** pay a claim for a total loss, **your policy** comes to an end and there is no refund of premium

The following is added to **Important Information (CONDITIONS):**

Nonrenewal
If **we** decide not to renew **your policy**, **we** or **our** authorized representative will mail to the first named 'Insured', at the address shown on the Declarations Page, written notice of nonrenewal. The written notice will be mailed to the first named 'Insured' at least sixty (60) days before the end of the policy term. If **we** decide not to renew **your** policy, **our** mailing of notice to the address of the first named 'Insured' shown on the Declarations Page will constitute proof of notice as of the date **we** mail it.

All other terms, conditions, and limitations of the policy remain unchanged.

Amendatory endorsement
Nevada

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. **Important Information (CONDITIONS) Your Cancellation Rights** is deleted in its entirety and replaced with the following:

   a. You may cancel this policy by returning it to us or our authorized agent, or by advising us or our authorized agent in writing, stating the future date you want the policy to be cancelled.

   b. We may cancel this policy by delivering or mailing notice of cancellation to the first named 'Insured' at the last address shown in our records at least:

   1) ten (10) days before the cancellation takes effect if:
   2) the cancellation is for nonpayment of premium; or
   3) this policy has been in effect for less than seventy (70) days and is not a renewal policy.
   4) thirty (30) days before the cancellation takes effect in all other cases.

   c. After this policy has been in effect for seventy (70) days, or if this is a renewal policy, we will cancel only:

   1) for nonpayment of premium due;
   2) for misrepresentation or fraud;
   3) for substantial breach of your duties under this policy;
   4) if the risk changed substantially since the policy was issued;

   Proof of mailing of this notice to you will be sufficient proof that notice of cancellation was given. The date of the cancellation stated in the notice will become the end of the policy period.

All other terms, conditions, and limitations of the policy remain unchanged.

Amendatory endorsement
New Jersey

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. The following is added under **Coverage Exclusions**,

26) The Intentional loss. Intentional loss means 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 insured's who did not commit or conspire to commit the act causing the loss. However, this exclusion will not apply to deny payment to a co-insured who did not cooperate in or contribute to the creation of the loss if the loss arose out of domestic violence. If we pay a claim pursuant to this exclusion, **our** payment to the co-insured is limited to that insured's insurable interest in the **bicycle** or equipment. In no event will we pay more than the Limit of Liability.

2. The following is added under **How Your Claim is Settled under Making a Claim**:

Conditions For Payment of Loss

We will adjust all losses with you. **We** will pay you unless:

a. A claim has been paid by others; or
b. Some other person is named in the policy or is legally entitled to receive payment.

Loss is payable ten (10) working days after:

a. **We** reach an agreement with **you**, and **you** have satisfied any and all conditions of the agreement;
or
b. There is an entry of a final judgment; or
c. There is a filing of an appraisal award with **us**.

3. The following is added under **Making a Claim, Important things** you need to be aware of is, amended to include the following:

If **we** pay an innocent insured for loss that results from an act of domestic violence intentionally committed or directed by another insured, the innocent insured cannot waive his or her right to recover. **We** retain all rights with regard to our right to recover, up to the amount **we** pay, for such loss. This provision will not apply to an otherwise covered loss suffered by another insured who did not cooperate in or contribute to the act that caused the loss.

4. **Under Important Information (Conditions)**, the following replaces **Your Cancellations Rights** and **When we may cancel your policy** in their entirety:

Cancellation

You may cancel this policy at any time by returning it to us or by letting us know in writing of the date cancellation takes effect.

We may cancel this policy only for the reasons stated below by letting **you** know in writing of the date cancellation takes effect. This cancellation notice, stating the reasons for cancellation, may be delivered to **you** or mailed to **you** at **your** mailing address shown in the **Declarations** by certified mail, or first class mail if we have obtained, from the U.S. Post Office, a date stamped proof of mailing showing your name and address. Written notice of cancellation will also be mailed to any person or organization entitled to notice under the **policy**.

When this **policy** has been in effect for less than 60 days and is not a renewal with **us**, we may cancel by letting **you** know at least:

a. 10 days before the date cancellation takes effect, if **we** cancel for either: nonpayment of premium; or the existence of a moral hazard, which is defined in N.J.A.C. 11:1-20.2(f) as follows:

1) The risk, danger or probability that the insured will destroy, or permit to be destroyed, the insured equipment for the purpose of collecting the insurance proceeds. Any change in the circumstances of an insured that will increase the probability of such a destruction may be considered a moral hazard; and

2) The substantial risk, danger or probability that the character, circumstances or personal habits of the insured may increase the possibility of loss or liability for which we will be held responsible. Any change in character or circumstances of an individual, corporate, partnership or other insured that will increase the probability of such a loss or liability may be considered a moral hazard.

b. 30 days before the date cancellation takes effect if **we** cancel for any other reason.

When this **policy** has been in effect for 60 days or more, or at any time if it is a renewal with **us**, **we** may cancel only for one or more of the following reasons:

c. Nonpayment of premium;
d. Existence of a moral hazard, as defined in N.J.A.C. 11:1-20.2(f);
e. Material misrepresentation or nondisclosure to us of a material fact at the time of acceptance of the risk;
f. Increased hazard or material change in the risk assumed which **we** could not have reasonably contemplated at the time of assumption of the risk;
g. Substantial breaches of contractual duties, conditions or warranties that materially affect the nature and/or insurability of the risk;
h. Lack of cooperation from the insured on loss control matters materially affecting insurability of the risk;
i. Fraudulent acts against us by the insure" or the insured's representative that materially affect the nature of the risk insured;
j. Loss of or reduction in available insurance capacity;
k. Material increase in exposure arising out of changes in statutory or case law subsequent to the issuance of the insurance contract or any subsequent renewal;
l. Loss of or substantial changes in applicable reinsurance;

m. Failure by the insured to comply with any Federal, State or local fire, health, safety or building or construction regulation, law or ordinance with respect to an insured risk which substantially increases any hazard insured against within 60 days of written notification of a violation of any such law, regulation or ordinance;
n. Failure by the insured to provide reasonable and necessary underwriting information to us upon written request therefor and a reasonable opportunity to respond;
o. Agency termination, provided:

1) We document that replacement coverage at comparable rates and terms has been provided to **you**, and **we** have informed you, in writing, of the right to continue coverage with **us**; or
2) We have informed you, in writing, of the right to continue coverage with **us** and **you** have agreed, in writing, to the cancellation based on the termination of your appointed agent; or

p. Any other reason in accordance with our underwriting guidelines for cancellation of Personal Inland Marine insurance.

If **we** cancel this policy based on Paragraph 4.c. or 4.d. above, **we** may do so by letting **you** know at least ten (10) days before the date cancellation takes effect. For cancellation due to nonpayment of premium, the notice will state the effect of nonpayment by the due date. Cancellation for nonpayment of premium will not be effective if payment of the amount due is made before the effective date of cancellation set forth in the notice. If **we** cancel this policy for any other reason listed in Paragraph 4.c through 4.p above, **we** may cancel by letting you know not more than 120 days nor less than 30 days before the date cancellation takes effect.

We need not send notice of cancellation if you have:

a. Replaced coverage elsewhere; or
b. Specifically requested termination.

When this **policy** is cancelled, the premium for the period will be based on monthly pro rata unearned premium.

5. The following is added under **How Your Claim is Settled under Making a Claim**:

Nonrenewal

We may elect not to renew this policy for any reason permitted to cancel this **policy**. If **we** elect not to renew this policy, **we** will deliver or mail a notice of nonrenewal, stating the reasons for nonrenewal, to you at least 30 days but not more than 120 days before the expiration date of this policy. If this policy does not have a fixed expiration date, it will be deemed to expire annually on the anniversary of its inception.

This nonrenewal notice may be delivered to you or mailed to you at your mailing address shown in the **Declarations** by:

a. Certified mail; or
b. First class mail, if **we** have obtained from the U.S. Post Office a date stamped proof of mailing showing your name and address.

We need not mail or deliver this nonrenewal notice if you have:

a. Replaced coverage elsewhere; or
b. Specifically requested termination.

6. The following is condition is added under **Important Information (Conditions)**:
Insurance Department Requirement for Cancellation and Nonrenewal

Pursuant to New Jersey law, this **policy** cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious, or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this **policy** are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

This provision shall not apply to any policy which has been in effect for less than 60 days at the time notice of cancellation is mailed or delivered unless the policy is a renewal policy.

7. The following replaces **you**, **your** under **Words with Special Meaning (Definitions)**:

In this policy, **you** and **your** refer to the named insured shown in the **Declarations** and:

a. the spouse
b. or party who, with the named insured, has entered into a civil union, recognized under New Jersey law; if a resident of the same household.

All other terms and conditions apply.

New Mexico

All terms, conditions, and limitations of the policy remain unchanged.

Amendatory endorsement
New York

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under **Your coverage explained, item 8. Accessories, Custom Parts and Wheelsets** is deleted and replaced with the following:

   If you have added accessories, custom parts, wheelsets and /or cycling clothing to your policy and they are displaying on your Declarations Page; we will cover them if they are damaged or stolen in the same covered loss as your bicycle.

2. Under **Your coverage explained, item 11. Event Entry Reimbursement** is deleted and replaced with the following:

   We will reimburse your event entry fee up to $500 for any cycling race or event that you have entered and cannot compete in due to physical injuries that you have sustained in a covered loss to your bicycle. For example, if you crash your insured bicycle and break your arm in the crash and can't compete in the event because of your broken arm, we will reimburse your entry fee up to $500. This coverage will only be applicable to events that you have entered before the covered loss occurred and if you can provide a medical certificate by a qualified medical practitioner. We will not pay more than the benefit limit of $500 in any policy period. The coverage provided under this section only applies if Racing Coverage was selected and displayed on your Declarations Page.

3. Under **Your coverage explained, item 14. Medical Payments** is deleted in its entirety.

4. Under **Eligibility for the Coverage**, **item 1.** Is deleted and replaced with the following:

   1. In order to be eligible for coverage under the Policy, you must be:

   - At least 18 years of age;
   - A resident of the United States; and
   - The owner of the bicycle.

5. Under **Coverage Exclusions**, **exclusion 21**. is deleted in its entirety.

6. **Under Making a Claim, What happens if my bicycle is damaged or stolen** is deleted and replaced by the following:

   You, or someone acting on your behalf, must promptly notify us, or any of our agents in the state, in the event of a loss. Notice must include sufficient information to identify you, the property insured, and the time and place of the loss or damage. If requested the notice must be in writing. You must promptly notify the police if the loss may have been the result of a violation of the law.

   The amount of loss for which we may be liable shall be payable sixty days after proof of loss is

received by us and ascertainment of the loss is made either by agreement between you and us expressed in writing.

7. Under **Making a Claim**, **Our claims process** is deleted and replaced with the following:

   Our claims process

   If your bicycle is damaged, we will review all the information provided to us. Depending on the type of claim, we will repair your frame or bicycle, replace your bicycle, or, if the estimates exceed the insured value, the bicycle will be deemed a total loss and we will offer you a cash settlement.

8. Under **Making a Claim, Important things you need to be aware of**, the **second paragraph** is deleted in its entirety.

9. Under **Making a Claim, Important things you need to be aware of** the **sixth paragraph** is deleted and replaced with the following:
   - We will subtract the deductible from your settlement.

10. Under **Making a Claim, Important things you need to be aware of** the **ninth paragraph** is deleted and replaced with the following:
    - If you underinsured your bicycle and make a claim, your claim settlement will be reduced by us to reflect this. You are considered to be underinsured if the sum insured at the time of the loss is less than 80% of the replacement cost of the bicycle. We determine the insured percentage by dividing the sum insured by the replacement cost at the time of the claim. Your final settlement will be based on your insured percentage.

11. Under **Making a Claim, Important things you need to be aware of** the **tenth paragraph** is deleted and replaced with the following:

    Any claim payments made under this insurance will be based on sales tax inclusive costs, up to the relevant sum insured or maximum amount that we pay.

12. Under **Making a Claim, Important things you need to be aware of** the **eleventh paragraph** is deleted and replaced with the following:

    You must answer all questions honestly and completely and provide us with any information a reasonable person under the circumstances would expect us to want to know. We may refuse payment of your claim if you or any person who is acting with your express or implied consent, misrepresents, deliberately omits, avoids providing or falsifies any information provided to us in relation to a claim.

13. **Under Making a Claim, If your bicycle is a total loss is** deleted and replaced with the following:

    If there has been a total loss claim paid, your bicycle, other claimed standard parts, custom parts, or accessories will become our property and we will keep the proceeds of any salvage sold.

14. **Under Important Information (Conditions), Cooling-off period** is deleted in its entirety.

15. **Under Important Information (Conditions), Your policy premiums** is deleted and replaced by the following:

Your policy premiums
Your policy premium is the amount that you agree to pay. This is an annual policy which you can choose to pay monthly or annually. This is also confirmed on your Declarations Page.

Your policy premium is affected by a number of things including:

- The level of coverage you choose
- The value of your bicycle

You need to make sure your premium payment(s) are up to date. If they are not, we may cancel your policy in accordance with the law.

16. Under **Important Information (Conditions), Misrepresentation, Concealment, Or Fraud** is deleted and replaced by the following:

Misrepresentation, Concealment, or Fraud -- This policy is void if, when applying for coverage and as an inducement to issue the policy, you or someone you authorize, misrepresented to us a past or present fact that is material to the risk.

We do not provide coverage for an insured who has, before or after a loss:

a. willfully concealed or misrepresented:

1) a material fact or circumstance with respect to this insurance; or
2) an insured's interest herein; or

b. engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.

No misrepresentation will be considered material unless our knowledge of the facts misrepresented would have led us to refuse to issue the policy.

17. Under **Important Information (Conditions), Other Insurance and Service Agreement** is deleted and replaced by the following:

Other Insurance and Service Agreement

You may have another policy or service agreement that insures the same loss. If you do, we will pay our share of the covered loss. Our share is the proportion that the applicable limit under this policy bears to the limits of all policies or service agreements covering on the same basis.

Service agreement means a service plan, property restoration plan or other similar service warranty agreement, even if it is characterized as insurance.

18. Under **Important Information (Conditions), Your Cancellation Rights and When we may cancel your policy** are deleted in their entirety and replaced with the following:

Cancellation and Nonrenewal

You may cancel this policy by returning the policy to us or by giving us written notice and stating at what future date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the Declarations Page. Our notice will state the grounds for cancellation. Proof of delivery or mailing is

sufficient proof of notice. If we cancel this policy for nonpayment of premium, our notice will include the amount of premium due.
A copy of our notice, including the reasons for the action, or a summary of such notice, will be mailed, delivered or electronically transmitted to your agent or broker within seven days of the time notice was provided to you.

If this policy has been in effect for 60 days or less, we may cancel for any reason.

If this policy has been in effect for more than 60 days, or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date of the required policy period unless:

a. the premium has not been paid when due;

b. an insured has been convicted of a crime arising out of acts increasing the hazard insured against;

c. we have discovered fraud or material misrepresentation in obtaining the policy or in the presentation of a claim thereunder;

d. we have discovered willful or reckless acts or omissions increasing the hazard insured against;

e. a physical change in the property insured occurs after issuance or last annual anniversary date of the policy which result in the property becoming uninsurable in accordance with our objective, uniformly applied underwriting standards in effect at the time the policy was issued or last renewed; or

f. the New York Superintendent of Insurance determines that the continuation of the policy would violate or would place us in violation of New York law.

If we cancel this policy for nonpayment of premium, we will give you notice at least 15 days before cancellation is effective. If we cancel this policy for any other reason, we will give you notice at least 30 days before cancellation is effective.

If we cancel this policy for nonpayment of premium, we will give you notice at least 15 days before cancellation is effective. If we cancel this policy for any other reason, we will give you notice at least 30 days before cancellation is effective.

If we have the right to cancel this policy, we may, in lieu of cancellation, condition continuation of this policy on a change of limits or on the elimination of any coverage not required by law. If we choose to offer such continuation with reduced coverage, we will provide written notice of our intention at least 20 days prior to the effective date of the reduction in coverage.

If we decide to renew this policy with different limits or a reduction in coverage, we will mail or deliver to you our notice of conditional renewal at least 45 days, but not more than 60 days, before the end of the required policy period.

If we do not renew this policy, we will give you notice at least 45 days, but not more than 60 days, before the end of the required policy period.

Required policy period means a period of three years from the date the policy is first issued or voluntarily renewed.

Your return premium, if any, will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

19. Under **Important Information (Conditions), Appraisal** is deleted and replaced with the following;

Appraisal

If we and you disagree on the actual cash value, the replacement cost, the extent of the loss or damage or the amount of the loss or damage, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will separately set the actual cash value, the replacement cost, the extent of the loss or damage and the amount of loss or damage. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will set the actual cash value, the replacement cost, the extent of the loss or damage and the amount of the loss or damage.

Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally

If there is an appraisal, we will retain our right to deny the claim.

20. Under **Important Information (Conditions), Geographical Limit and Worldwide Coverage Extension** is deleted and replaced with the following:

Geographical Limit and Worldwide Coverage Extension

This policy only covers claims arising from loss events and losses that occur during the period of insurance and within the geographical limit, which is the United States exclusive of its territories and possessions. Your bicycle is not covered while it is outside the geographical limit or while it is in transit to or from destinations outside the geographical limit. We will extend your policy to cover your bicycle if you take it beyond the geographical limits, for a period not exceeding 90 days in aggregate during any continuous 12-month period, provided that you have advised us beforehand, and we have listed the 'Worldwide coverage extension' on the Declarations Page. You will be required to pay an additional premium for this coverage.

21. Under **Important Information (Conditions), Underinsured** is deleted and replaced with the following:

Underinsured

If you underinsure your bicycle and make a claim, your claim settlement will be reduced by us to reflect this. You are considered to be underinsured if the sum insured at the time of the loss is less than 80% of the replacement cost of the bicycle (or depreciated value in the case of bicycles over 3 years old).

22. Under **Important Information (Conditions), Right of Recovery** is deleted and replaced with the following:

Right of Recovery

You may have the right to recover from another party who is responsible for your loss. If we pay your loss under this policy, this right of recovery will belong to us up to the amount that we have paid you. You must do all that is necessary to secure our rights.

23. Under **Important Information (Conditions), Legal action against us** is deleted and replaced with the following:

Legal action against us

- No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
- Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

24. Under **Important Information (Conditions)**, the following is added:

Liberalization

If a revision of a form or endorsement that broadens coverage without an additional premium is adopted during the policy period, or within 60 days before this coverage is effective, the broadened coverage will apply.

25. Under **Words with Special Meaning (Definitions), deductible** is deleted and replaced with the following:

deductible means the amount we subtract from your settlement.

26. Under **Words with Special Meaning (Definitions), market value** is deleted and replaced with the following:

market value means our best-estimated price that a willing buyer would pay and a willing seller would accept for an item in an open and competitive market for a bicycle or custom part or accessory of similar make, model, quality, material, condition, function, type and age. The market value is determined by taking the average of the values of similar items listed for sale in the open market (like used bicycle sale websites) at the time of a claims.

27. Under **Words with Special Meaning (Definitions), approved lock** is deleted and replaced with the following:

approved lock means a device with a key lock or combination lock designed to physically and securely fasten a bicycle to a bicycle stand or an immovable object.

28. Under **Words with Special Meaning (Definitions), total loss** is deleted and replaced with the following:

total loss means the loss of your entire bicycle, or damage to your bicycle or a custom part or an accessary when the estimates to repair or replace exceed the insured value.

Amendatory endorsement
North Carolina

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under Important Information (Conditions), **Appraisal** is deleted in its entirety and replaced with the following:

Appraisal
If **we** and **you** disagree on the value of the property or the amount and there is a dispute in our evaluation of the amount of the loss, then **you** must submit a written request for appraisal within one (1) year of the date of loss. **You** and **we** will then each appoint and pay for a competent and disinterested appraiser. If the two appraisers cannot agree on the amount of the loss, the appraisers or a judge of the local court of record will select an umpire who will decide any differences. The expense of the umpire and all other expenses of the appraisal will be shared equally by **you** and **us**. An award in writing by any two such persons will determine the amount of your loss. **You** and **we** will be bound by that amount. Appraisal is not available where there is a dispute as to the existence of coverage.

Nothing herein will prejudice or in any way impact our right to contest coverage and to bring suit in a court of competent jurisdiction.

2. Under **Important Information (Conditions)**, **Your Cancellation Rights** and **When we may cancel your policy** are deleted in their entirety and replaced with the following:

Cancellation
You may cancel this **policy** by returning it to **us** or our authorized agent, or by advising **us** or our authorized agent in writing, stating the future date you want the **policy** to be cancelled.

We may cancel this policy by delivering or mailing notice of cancellation to the first named insured at the last address shown in our records at least:

a. ten (10) days before the cancellation takes effect if the cancellation is for non-payment of premium; or this policy has been in effect for less than sixty (60) days and is not a renewal policy.

b. thirty (30) days before the cancellation takes effect in all other cases. After this policy has been in effect for sixty (60) days, or if this is a renewal **policy**, **we** will cancel only for non-payment of premium due.

After this **policy** has been in effect for sixty (60) days, or if this is a renewal policy, **we** will cancel only:

a. for non-payment of premium due;

b. for misrepresentation or fraud;

c. for substantial breach of your duties under this policy;

d. if the risk changed substantially since the **policy** was issued; or

e. for failure to comply with our underwriting requirements within 60 days of the term effective date.

Proof of mailing of this notice to you will be sufficient proof that notice of cancellation was given. The date of the cancellation stated in the notice will become the end of the policy **period**.

If **we** pay a claim for a total loss, **your policy** comes to an end and there is no refund of premium.

3. Under Important Information (Conditions), Legal Action against **us**, the following is added:

a. the suit has been brought within three years after "**you**" first have knowledge of the loss.

If any applicable law makes this limitation invalid, the suit must begin within the shortest period permitted by law.

4. Under Important Information (Conditions), the following is added:

Refund of Excess Premium
If any claim payments made under this insurance is made for less than the scheduled amount of coverage, **we** shall refund **you** the difference in premium charged between the scheduled amount of coverage and the actual amount of the loss paid by **us** if the refund per policy term is greater than five dollars ($5.00). Any refund shall be computed from the date of issuance of the policy or five years, whichever is less.

Amendatory endorsement
Ohio

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under Making a Claim, the following is added:

Conditions For Payment Of Loss -- An insured loss will be payable within ten days after a satisfactory proof of loss is received if the amount of the loss is undisputed and the settlement does not involve extraordinary circumstances. If the amount of the loss is in dispute, an insured loss will be payable ten days after the amount of the loss has been established either by:

a. written agreement with "you";

b. the filing of an appraisal award with "us"; or

c. the entry of a final judgment.

2. Under Important Information (Conditions), Your Cancellation Rights and When We May Cancel Your Policy provisions are deleted in their entirety and replaced the following:

Cancellation And Nonrenewal

"You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice to "you" at the address shown on the "declarations". Proof of delivery or mailing is sufficient proof of notice.

If "we" cancel or do not renew this policy, "we" will give "you" notice at least ten (10) days before the cancellation or nonrenewal is effective if the reason for cancellation or nonrenewal is:

a. the premium has not been paid when due; or

b. there has been misrepresentation of a material fact or circumstance that relates to this insurance or the subject thereof.

If "we" cancel or do not renew this policy for any other reason, "we" will give "you" notice at least 30 days before cancellation or nonrenewal is effective.

"Your" return premium, if any, will be refunded on a pro-rata basis at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

Amendatory endorsement
Oregon

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under **Making a Claim,** the following section is added:

Notice of Our Intent -- Unless we need more time to investigate your claim, we will give you notice of our intent to accept or deny your claim within 30 days after receipt of a duly executed proof of loss.

If we deny your claim, we will give you written notice of our denial. our notice will identify any provision of this policy on which the denial is based.

If we need more time to investigate your claim, we will give you notice of our need for more time within 30 days after receipt of a duly executed proof of loss. Our notice will state why more time is needed.

If our investigation cannot be completed within 45 days of the date of our initial notice, we will give you written notice to state why more time is needed. We will give you such notice within 45 days of the date of our initial notice.

We will continue to give you written notice every 45 days thereafter to state why more time is needed until we give you notice of our intent to accept or deny your claim.

2. Under **Important Information (Conditions)**, **Misrepresentation, Concealment or Fraud** is amended to include the following:

All statements made by or on your behalf, in the absence of fraud, will be deemed representations and not warranties. No such statements that arise from an error in the application will be used in defense of a claim under the policy unless:

a. the statements are contained in a written application; and

b. a copy of the application is endorsed upon or attached to the policy when issued.

In order to use any representation by or on your behalf in defense of a claim, we must show that the representations were material and that we relied on them.

3. Under **Important Information (Conditions)**, **Appraisal** is amended to include the following:

This provision is non-binding on both parties and will apply only if you and we voluntarily agree to arbitration/appraisal.

4. Under **Important Information (Conditions), When we may cancel your policy** is deleted and replaced with the following:

We may cancel this policy by written notice to you at the address shown on the Declarations Page. Proof of delivery or mailing is sufficient proof of notice.

If we cancel this policy for nonpayment of premium, we will give you notice at least ten days before cancellation is effective.

If we cancel this policy for any other reason, we will give you notice at least 30 days before cancellation is effective.

Your return premium, if any, will be calculated on a pro rata basis and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

5. Under **Important Information (Conditions)**, **Legal action against us** is deleted and replaced with the following:

Legal action against us

- No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
- With respect to coverage provided under Medical Payments, no suit or action may be brought against us unless the action is brought within 24 months after the date you first have knowledge of the loss.
- With respect to all other coverage under this policy, no suit or action may be brought against us until the amount of a claim against you has been determined or agreed upon.
- Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

6. Under **Words with Special Meaning (Definitions)** the definition of **immovable object** is replaced with the following:

immovable object means a solid object which is permanently fixed and the object itself is immovable. It must not be possible to remove the object without the use of power tools. It must not be possible to maneuver the bicycle over or under the object while the bicycle is secured to the object by the use of an approved lock.

Amendatory endorsement Pennsylvania

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Throughout this **policy**, the "term" actual cash value means the cost to repair or replace property using materials of like kind and quality, to the extent practical, less a deduction for depreciation, however caused.

2. Under **Eligibility for the Coverage**, Item 1. is deleted in its entirety and replaced with the following:

1) In order to be eligible for coverage under this **Policy**, **you** must be:

- A resident of the United States; and
- The owner of the bicycle.

3. Under **Coverage Exclusions, Loss or damage caused by, or arising from Item** a. is deleted in its entirety and replaced with the following:

a. Willful or intentional misconduct or criminal act on the part of any insured or during any illegal activity on the part of any insured. This exclusion includes loss, damage, injury or liability occurring while an insured is operating the insured bicycle with a blood or breath alcohol level equal to or in excess of the legal limit applicable for the operation of motor vehicles in the state where **you** reside.

However, if the loss is caused by an act of abuse, as defined by Pennsylvania statute, committed by or at the direction of an "insured", this exclusion will not apply to an otherwise covered loss suffered by another "insured", who is the subject of the abuse, and who did not cooperate with or contribute to the act that caused the loss.

Subject to all other "terms" of this policy, "**our**" payment to an "insured" who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the property, less any payment made to a mortgagee or other party with a legal secured interest in the property.

4. Under **Coverage Exclusions, Intentional Acts** is amended to include the following:

However, if the loss is caused by an act of abuse, as defined by Pennsylvania statute, committed by or at the direction of an "insured", this exclusion will not apply to an otherwise covered loss suffered by another "insured", who is the subject of the abuse, and who did not cooperate with or contribute to the act that caused the loss.

Subject to all other "terms" of this **policy**, "**our**" payment to an "insured" who did not cooperate in or contribute to the act that caused the loss may be limited to that person's insurable interest in the

property, less any payment made to a mortgagee or other party with a legal secured interest in the property.

5. Under Coverage Exclusions. Exclusion 18. is deleted in its entirety.

6. The following section is added:

Notice Of **Our** Intent –- Unless "we" need more time to investigate "**your**" claim, "**we**" will give "you" notice of "**our**" intent to accept or deny "**your**" claim within 15 working days after receipt of a duly executed proof of loss.

If "**we**" deny "**your**" claim, "**we**" will give "**you**" written notice of "**our**" denial. "**Our**" notice will identify any provision of this **policy** on which the denial is based.

If "**we**" need more time to investigate "**your**" claim, "**we**" will give "you" notice of "**our**" need for more time within 15 working days after receipt of a duly executed proof of loss. "**Our**" notice will state why more time is needed. If "**our**" investigation cannot be completed within 30 days of the date of "**our**" initial notice, "**we**" will give "you" written notice to state why more time is needed.

"**We**" will continue to give "you" written notice every 45 days thereafter to state why more time is needed until "**we**" give "you" notice of "**our**" intent to accept or deny "**your**" claim.

However, if there is a reasonable basis supported by specific information that an "insured" has fraudulently caused or contributed to the loss by arson or other illegal activity, "**we**" are not required to provide "you" with these notices. If such evidence exists, "**we**" will give "you" notice of "**our**" intent to accept or deny "**your**" claim within a reasonable time for full investigation after receipt of a duly executed proof of loss..

7. Under Important Information (Conditions) the provision titled When **we** may cancel **your policy** is deleted in its entirety, and replaced with the following:

"**We**" may cancel or not renew this **policy** by written notice to "you" at the address shown on the "declarations". Proof of delivery or mailing is sufficient proof of notice.

If this **policy** has been in effect less than 60 days, "**we**" may cancel for any reason. If this **policy** has been in effect 60 days or more, or if it is a renewal of a **policy** issued by "us", "**we**" may cancel or not renew only for the following reasons:

a. the premium has not been paid when due;

b. The **policy** was obtained through fraud, material misrepresentation, or omission of fact which, if known by "us", would have caused "us" not to issue the **policy**;

c. there has been a material change or increase in hazard of the risk; or

d. for any other reasons approved by the Insurance Commissioner.

"**We**" will give "**you**" notice at least 30 days before cancellation or nonrenewal is effective. "**Our**" notice will state the reasons for cancellation or nonrenewal.

"**Your**" return premium, if any, will be calculated according to "**our**" rules and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

This **policy** terminates automatically on its expiration or anniversary if "**you**":

a. surrender the **policy** to "**us**";

b. have notified "**us**" or "**our**" agent in writing of "**your**" intent not to renew; or

c. have not paid the renewal or installment premium when due.

8. Under **Important Information (Conditions), Right of Recovery** is amended to include the following:

An innocent "**insured**" who is the subject of abuse, as defined by Pennsylvania statute, cannot waive his or her right to recover. "**We**" retain all rights set forth by this Subrogation condition with regards to "**our**" right to recover, up to the amount "**we**" pay, for loss caused by an act of abuse.

9. Under **Important Information (Conditions)**, the following provision is deleted in its entirety:

Cooling-off period
If **you** decide that this **policy** is not for **you** and you have not made a claim, **you** may cancel this **policy** within 14 days of it starting (this also applies to each renewal period).

If **you** cancel within the cooling-off period, **we** will refund any premiums **you** have paid for the **policy** less any fees that **we** cannot recover. Even after this cooling-off period ends, **you** still have cancellation rights – see page 12.

10. Under **Important Information (Conditions)**, the last paragraph under **Your policy** premiums is deleted in its entirety and replaced with the following the following provision:

You need to make sure **your** premium payment(s) are up to date. If they are not, **we** may cancel your **policy** in accordance with the law.

11. 11. Under Important Information (Conditions), When **we** may cancel **your policy**, the following provision is deleted in its entirety:

If **we** pay a claim for a total loss, **your policy** comes to an end and there is no refund of premium.

Amendatory endorsement
Tennessee

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under Important Information (Conditions), Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

"We" do not provide coverage as to "you" and any other "insured" if, before or after a loss:

a. "you" or any other "insured" have with actual intent to deceive concealed or misrepresented:

1) a material fact or circumstance that relates to this insurance or the subject thereof; or
2) "your" interest herein; or
3) there has been fraudulent conduct or false swearing by "you" or any other "insured" regarding a matter that relates to this insurance or the subject thereof.

Amendatory endorsement
Texas

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under **Making a Claim**, **Our claims process**, the following is added:

Our duties in the event of loss are as follows:

a. Within 15 days after we receive your written notice of claim, we must:

1) acknowledge receipt of the claim. If our acknowledgment of the claim is not in writing, we will keep a record of the date, method, and content of "our" acknowledgment;
2) begin any investigation of the claim; and
3) specify the information you must provide in accordance with What information do I need to provide? We may request more information if, during the investigation of the claim, such additional information is necessary.

b. After we receive the information we request, we must notify you in writing whether the claim will be paid or has been denied or whether more information is needed:

1) within 15 business days; or
2) within 30 days if we have reason to believe the loss resulted from arson.

c. If we do not approve payment of your claim or need more time for processing your claim, we must:

1) give the reason for denying your claim; or
2) give the reason we require more time to process your claim. However, we must either approve or deny your claim within 45 days after requesting more time.

If we have notified you that payment of the claim or part of the claim will be made, we must make payment within five business days after our notification to you. If payment of the claim or part of the claim requires the performance of an act by you, we must make payment within five business days after the date you perform the act.

Upon request, you must send us a signed sworn proof of loss within 91 days of the request on a form supplied by us.

2. Under **Important Information (Conditions), Appraisal** is deleted in its entirety and replaced with the following:

Appraisal
If we and you disagree on the value of the property or the amount of loss, either may make written demand, within 60 days after our receipt of a signed, sworn proof of loss, for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree for 15 days upon such umpire, either may request that selection be made by

a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

a. Pay its chosen appraiser; and

b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal:

a. You will still retain your right to bring a legal action against us, subject to the provisions of the Legal action against as; and

b. We will still retain our right to deny the claim.

3. Under **Important Information (Conditions)**, **Your Cancellation Rights and When we may cancel your policy** are deleted and replaced with the following:

Cancellation and Nonrenewal

You may cancel this policy by returning the policy to us or by giving us written notice and stating what date coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the Declarations Page. Proof of delivery or mailing is sufficient proof of notice. We may not cancel or not renew this policy solely because you are an elected official.

If we cancel this policy we will give you notice at least ten days before cancellation is effective.

If we do not renew this policy, we will give you notice at least 30 days before nonrenewal is effective.

Your return premium, if any, will be calculated according to our rules and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

4. Under **Important Information (Conditions)**, **Legal action against us** is deleted and replaced with the following:

Legal action against us

- No suit or action may be brought against us unless there has been full compliance with all terms of this policy and the action is started within two years and one day from the date the cause of action first accrues.
- With respect to coverage provided under Medical Payments, no suit or action may be brought against us unless the action is brought within two years and one day from the date the cause of action first accrues. If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
- With respect to all other coverage under this policy, no suit or action may be brought against us until the amount of a claim against you has been determined or agreed upon.
- Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

5. The following is added to **Important Information (Conditions)**:

Catastrophe Claims

If a claim results from a weather-related catastrophe or a major natural disaster, each claim handling deadline shown under **Our claims process** is extended for an additional 15 days.

A catastrophe or major natural disaster is a weather-related event that is declared a disaster under the Texas Disaster Act of 1975 or is determined to be a catastrophe by the Texas Department of Insurance.

6. Under **Words with Special Meaning (Definitions)**, the following definition is added:

Business day means a day other than Saturday, Sunday, or a holiday recognized by the state of Texas.

Amendatory endorsement
Utah

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under Our Claims Process, the following is added:

Failure to file a proof of loss within 90 days after "our" request does not invalidate a claim if "you" show that it was not reasonably possible to file the proof of loss within the prescribed time and that the proof of loss was filed as soon as reasonably possible.

2. Under Making a Claim, the following is added:

Conditions For Payment Of Loss -- An insured loss will be payable 30 days after a satisfactory proof of loss has been established either by:

a. written agreement with "you";

b. the filing of an appraisal award with "us"; or

a. the entry of a final judgment.

1. Under Important Information (Conditions) - Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud -- "We" do not provide coverage for "you" and any other insured if before or after a loss:

c. "you" or any insured has willfully concealed or misrepresented:

1) a material fact or circumstance that relates to this insurance or the subject thereof; or
2) an insured's interest herein; or

d. there has been fraudulent conduct or false swearing by "you" or any other "insured" regarding a matter that relates to this insurance or the subject thereof.

3. Under Important Information (Conditions), Legal action against, the following is added:

b. the suit is brought within three years after the loss.

If any applicable law makes this limitation invalid, the suit must begin within shortest period permitted by law.

Amendatory endorsement
Vermont

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Throughout this policy, any reference to a spouse includes a person who is a party to a civil union as defined by Vermont law.

2. Throughout this policy, any reference to a family member, relative, or any family relationship includes the families of the parties to a civil union as defined by Vermont law.

3. Under Your Coverage Explained, Item 14. Medical Payments is deleted and replaced with the following:

14. Medical Payments

If you have an accident and have a valid claim on your bicycle, we will pay for out-of-pocket emergency medical expenses up to the policy limit. This can be applied to things like ambulance costs, x-rays or getting stitched up after a crash. This does not apply to non-emergency costs like physiotherapy.

We will pay reasonable charges, up to the policy limit, for necessary medical, surgical, x-ray, dental, ambulance, hospital and professional nursing services expenses incurred within three (3) years from the date of an accident-causing bodily injury to an insured while riding an insured bicycle. The injured person must submit to an examination by a physician when and as often as we reasonably require.

4. Under Coverage Exclusions, You are not covered for the following, Item 24.a. is deleted and replaced with the following:

24. Loss or damage caused by, or arising from:

a. Willful or intentional misconduct on the part of any insured or during any illegal activity on the part of any insured. This exclusion includes loss, damage, injury or liability occurring while an insured is operating the insured bicycle with a blood or breath alcohol level equal to or in excess of the legal limit applicable for the operation of motor vehicles in the state where you reside.

5. Under Making A Claim. the following section is added:

Investigation of Claims

1. "We" will give "you" notice that "we" intend to accept or deny "your" claim, or that "we" need more time to investigate "your" claim within 15 working days after receipt of a duly executed proof of loss.

If "we" deny "your" claim, "we" will give "you" written notice of "our" denial. If "we" need more time to investigate "your" claim, "our" notice will state why more time is needed.

If "our" investigation cannot be completed within 30 working days of the date of "our" initial notice, "we" will give "you" written notice to state why more time is needed. "We" will give "you" such notice within 30 working days of the date of "our" initial notice and every 30 working days thereafter.

2. Conditions For Payment Of Loss -- Unless a further delay is mandated under an order of a court of competent jurisdiction or required by law, an insured loss will be payable within ten working days after a satisfactory proof of loss is received and the amount of the loss has been established either by:

a. written agreement with "you";
b. the filing of an appraisal award with "us"; or
c. the entry of a final judgment.

"We" will not pay for that part of a loss which has been paid by others.

6. Appraisal is amended to include the following:

This condition is non-binding on both parties and will apply only if "you" and "we" voluntarily agree to the "terms" of this condition.

7. Legal action against us is amended to include the following:

However, "your" right to bring action does not depend upon "your" compliance with the "terms" of the Appraisal provision.

8. Under Important Information (Conditions) - Misrepresentation, Concealment, Or Fraud, the following is added:

Misrepresentation, Concealment Or Fraud

a. This policy is void if, when applying for coverage, an "insured" made a false statement:

1) with intent to deceive; or
2) that materially affects the acceptance of the risk, or the hazard assumed.

b. "We" do not provide coverage for an "insured" who, after the application for coverage, has:

1) willfully concealed or misrepresented:

a) a material fact or circumstance with respect to this insurance; or
b) an "insured's" interest herein; or

2) engaged in fraudulent conduct or sworn falsely with respect to this insurance or the subject thereof.

Amendatory endorsement
Virginia

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under **Important Information (Conditions), Appraisal** is deleted in its entirety and replaced with the following:

Appraisal
If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. You and we must notify the other of the appraiser selected within 20 days of the written demand for appraisal. The two appraisers will select an umpire. If the appraisers do not agree on the selection of an umpire within 15 days, then you or we may apply in writing, for the appointment of an umpire, to the judge of the circuit court of the county or city in which the damaged or destroyed property was located at the time of loss. The appraisers will state separately the value of the property and amount of loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon will be the amount of the 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. Any outcome of the appraisal will be binding on both parties. Each party will:

a. Pay its chosen appraiser;

b. Bear the other expenses of the appraisal and umpire equally.

However, if we make written demand for an appraisal of the loss, we will reimburse you for the reasonable cost of your chosen appraiser, and for your portion of the cost of the umpire.

If there is an appraisal, we will still retain our right to deny the claim.

2. Under **Important Information (Conditions), Your Cancellation Rights** and **When we may cancel your policy** are deleted in their entirety and replaced with the following:

Cancellation And Nonrenewal -- You may cancel this policy by returning the policy to us or by giving us written notice and stating when coverage is to stop.

We may cancel or not renew this policy by written notice to you at the address shown on the Declarations Page. Such notice may also be electronically delivered to an address provided by you. If notice is delivered electronically, we will retain evidence of electronic transmittal or receipt of the notification for at least one year from the date of the transmittal. Proof of delivery or mailing is sufficient proof of notice.

We may cancel your policy if you:

- do not comply with the policy terms and conditions;
- do not pay your premium as agreed;
- make a fraudulent claim; or

- misrepresented information when you entered into your policy.

If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

If we do not renew this policy, we will give you notice at least 30 days before nonrenewal is effective.

Your return premium, if any, will be calculated on a pro rata basis and will be refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

3. Under **Important Information (Conditions)**, **Legal action against us is** deleted in their entirety and replaced with the following:

Legal action against us

- No suit or action may be brought against **us** unless there has been full compliance with all terms of this policy.
- With respect to coverage provided under Medical Payments, no suit or action may be brought against us unless the action is brought within two years after the date you first have knowledge of the loss.
- With respect to all other coverage under this policy, no suit or action may be brought against us until the amount of a claim against you has been determined or agreed upon.
- Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

Amendatory endorsement Washington

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Under **Coverage Exclusions**, the first paragraph is amended to include the following:

Loss or damage will be considered to have been caused by an excluded event if that event directly and solely results in loss or damage; or initiates a sequence of events that result in loss or damage, regardless of the nature of any intermediate or final event in that sequence.

2. Under **Making a Claim, How Your Claim is Settled**, the following is added:

Conditions for payment of loss

An insured loss will be payable 30 days after a satisfactory proof of loss is received and the amount of the loss has been established either by:

a. written agreement with you;

b. the filing of an appraisal award with us; or

c. the entry of a final judgment.

3. Under **Making a Claim, if your bicycle is a total loss** is deleted and replaced with the following:

If there have been a total loss claim on your bicycle, other claimed standard parts, custom parts, or accessories will become our property and we will keep the proceeds of any salvage sold.

4. Under **Important Information (Conditions), Your policy premiums**, the last paragraph is deleted and replaced with the following:

You need to make sure your premium payment(s) are up to date. If they are not, we may cancel your policy in accordance with the law. It is important that you contact us if your payment details change.

5. Under **Important Information (Conditions), Misrepresentation, Concealment, or Fraud** is deleted and replaced by the following:

Misrepresentation, Concealment, or Fraud -- This coverage is void if, before or after a loss:

a. any insured has intentionally concealed or misrepresented:
1) a material fact or circumstance that relates to this insurance or the subject thereof; or
2) the insured's interest herein; or

b. there has been fraud or false swearing by any insured with regard to a matter that relates to this insurance or the subject thereof.

6. Under **Important Information (Conditions), Other Insurance and Service Agreement** is deleted and replaced by the following:

Other Insurance and Service Agreement

You may have another policy or service agreement that insures the same loss. If you do, we will pay our share of the covered loss. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies or service agreements covering on the same basis.

Service agreement means a service plan, property restoration plan or other similar service warranty agreement, even if it is characterized as insurance.

7. Under **Important Information (Conditions), Appraisal**, the last sentence is deleted.

8. Under **Important Information (Conditions), Your Cancellation Rights** and **When we may cancel your policy** are deleted in their entirety and replaced with the following:

Cancellation And Nonrenewal

a. You may cancel this policy by returning the policy to us or by giving notice to us or the insurance producer requesting cancellation. If notice is not in writing, we may request written confirmation. Your notice must state at what date coverage is to stop. We will cancel the policy on the later of the date notice is received or the date you request cancellation. Our request for your written confirmation will not delay the requested effective date.

b. We may cancel or not renew this policy by delivering or mailing written notice of cancellation or nonrenewal to you at your last mailing address known to us, and to your agent or broker of record. If notice is mailed, proof of mailing will be sufficient proof of notice. The notice will include the reasons for cancellation or nonrenewal.

c. If we cancel this policy for nonpayment of premium, we will give notice at least ten days before the cancellation is effective.

If we cancel this policy for any other reason, we will give notice at least 45 days before the cancellation is effective.

We will also deliver or mail like notice of cancellation to each loss payee, or other person shown by the policy to have an interest in any loss.

d. If we decide not to renew this policy, we will give notice at least 45 days before the policy expiration or anniversary date. However, a nonrenewal notice is not required if:
i) you have procured equivalent coverage prior to the expiration of the policy period; or
ii) at least 20 days prior to the expiration of the policy period:
1) we have expressed to in writing, either directly or through our agent, our willingness to renew the policy;
2) we have included with our written offer of renewal a statement of the amount of the premium, or portion thereof, which you are required to pay in order to renew the policy; and
3) you have failed to pay that required premium when due.

In the event of 1) or 2) above, the policy will terminate on its expiration date without further notice.

e. Your return premium, if any, will be computed on a pro rata basis. It will be refunded to you as soon as possible. Payment or tender of the unearned premium is not a condition of cancellation.

9. Under **Important Information (Conditions), Legal action against us** is deleted in their entirety and replaced with the following:

Legal action against us

- No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
- With respect to coverage provided under Medical Payments, no suit or action may be brought against us unless the action is brought within 12 months after the time when the cause of action accrues.
- With respect to all other coverage under this policy, no suit or action may be brought against us until the amount of a claim against you has been determined or agreed upon.
- Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

10. Under **Words with Special Meaning (Definitions), actual cash value** is deleted and replaced with the following:

Actual cash value means the cost to repair or replace the lost or damaged property. Actual cash value may include a deduction for depreciation or an adjustment for appreciation, however caused.

Amendatory endorsement
Wisconsin

This endorsement modifies insurance provided under:

Cyclist insurance policy

1. Anywhere referenced in the **policy**, intentional acts or intentional misconduct is amended to include the following:

However, if a loss results from an act of, or pattern of, abuse or domestic abuse committed by or at the direction of an insured, this exclusion will not apply to an otherwise covered loss suffered by another insured, provided:

a. the other insured did not cooperate in or contribute to the creation of the loss or damage; and

b. the person who committed the act is criminally prosecuted.

Our payment will be limited to the claimant's insurable interest less payments made to any other party with a legal secured interest in the property. We retain all rights set forth in the **Right of Recovery** condition of this policy with regard to action against the perpetrator of the act that caused the loss.

2. Under **Making a Claim**, **How Your Claim is Settled**, the following is added:

An insured loss will be payable 30 days after a satisfactory proof of loss is received and the amount of the loss has been established either by:

a. written agreement with you;

b. the filing of an appraisal award with us; or

c. the entry of a final judgment.

3. Under **Conditions, Misrepresentation, Concealment, Or Fraud** is amended to include the following:

a. No misrepresentation or breach of affirmative warranty constitutes grounds for voiding coverage or otherwise affects our obligation under this coverage unless you or any other insured who has misrepresented a material fact or circumstance knew or should have known that the representation was false, and:

1) we rely on the misrepresentation or breach of affirmative warranty and it is either material or it is made with intent to deceive; or
2) the fact misrepresented or falsely warranted contributes to the loss.

b. No failure of a condition prior to a loss and no breach of promissory warranty constitutes grounds for voiding coverage unless it exists at the time of the loss and:

1) increases the risk at the time of the loss; or
2) contributes to the loss.

This does not apply to nonpayment of premium.

4. Under **Important Information (Conditions)**, **Other Insurance and Service Agreement** the following is added:

   If both this policy and the service agreement are excess, we will pay our share of the covered loss. Our share is the proportion that the applicable limit under this policy bears to the limit of all policies. For the purposes of this provision, the amount payable under a service agreement is considered when determining the limit of all policies.

5. Under **Important Information (Conditions)**, **Your Cancellation Rights** and **When** we **may cancel your** policy are deleted in their entirety and replaced with the following: is amended to include the following:

   Cancellation And Nonrenewal

   You may cancel this policy at any time by giving us written notice or returning the policy to us and stating at what future date coverage is to stop.

   We may cancel or not renew this policy by written notice to you at the address shown on the Declarations Page. If the notice is mailed, it will be by first class mail. Proof of delivery or mailing is sufficient proof of notice.

   If this policy has been in effect less than 60 days, we may cancel for any reason.

   If this policy has been in effect 60 days or more, or if it is a renewal of a policy issued by us, we may cancel or not renew only at the anniversary date unless:

   a. the premium has not been paid when due;

   b. the policy has been obtained through material misrepresentation;

   c. there has been a substantial change in the risk assumed that we could not have reasonably foreseen or contemplated in writing the policy; or

   d. there have been substantial breaches of contractual duties, conditions, or warranties.

   If we cancel this policy, we will give you notice at least ten days before cancellation is effective.

   If we cancel or nonrenew this policy at the anniversary date, we will give you notice at least 60 days before the anniversary cancellation or nonrenewal is effective.

   Our notice will include the reason or reasons for the cancellation or nonrenewal.

   Your return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as practical. Payment or tender of the unearned premium is not a condition of cancellation.

6. Under **Important Information (Conditions), Policy Changes** is amended to include the following:

   Knowledge by our authorized agent of material facts pertaining to this coverage is considered to be knowledge by us. A failure by the insured to perform an act required under this coverage will not affect our duties under this coverage if the failure was caused by an act, statement, representation, or omission by our authorized agent.

7. Under **Important Information (Conditions), Renewing of your insurance** is amended to include the following:

If we decide to renew or amend this policy at the anniversary date with terms less favorable to you or at a higher premium, we will give you notice of the altered terms or premium increase at least 60 days prior to the renewal or anniversary date. Our notice will be delivered or mailed by first class mail.

A notice is not needed if the premium increase:

a. is less than 25% and is generally applicable to the class of business to which this policy belongs; or

b. results from a change based on your action that alters the nature or extent of the risk insured against, including but not limited to a change in the classification or the units of exposure or increased policy coverage.

8. Under **Important Information (Conditions)**, **Right of Recovery** is amended to include the following:

If you assign to us the rights of recovery and we recover from another party, we will make you whole before recovering for our loss. If we pay for a loss that is caused by an act of, or pattern of, abuse or domestic abuse committed by or at the direction of an insured, we retain all rights set forth in this condition with regard to action against the perpetrator of the abuse. An insured who makes a claim for a loss that is caused by an act of, or pattern of, abuse or domestic abuse committed by or at the direction of another insured cannot waive the right to recover against the insured who perpetrates the abuse.

Amendatory endorsement
Wyoming

This endorsement modifies insurance provided under:

Cyclist insurance policy

Important Information (CONDITIONS)

Your Cancellation Rights and **When we may cancel your policy** are both deleted in their entirety and replaced with the following:

Notice of Cancellation or Nonrenewal

a. **You** may cancel this policy by returning it to **us** or **our** authorized agent, or by advising **us** or **our** authorized agent in writing, stating the future date **you** want the policy to be cancelled.

b. **We** may cancel this policy by delivering or mailing notice of cancellation to the first named 'Insured' and agent at the last address shown in our records at least:

1) ten (10) days before the cancellation takes effect if:
2) the cancellation is for nonpayment of premium; or
3) this policy has been in effect for less than sixty (60) days and is not a renewal policy; or
4) forty-five (45) days before the cancellation takes effect in all other cases.

c. After this policy has been in effect for sixty (60) days, or if this is a renewal policy, **we** will cancel only:

1) for nonpayment of premium due;
2) for material misrepresentation of fact which if known to **us** would have caused **us** not to issue this policy;
3) for substantial breach of **your** contractual duties, conditions or warranties under this policy; or
4) if the risk changed substantially since the policy was issued.

Nonrenewal
If **we** decide not to renew **your** policy, **we** or our authorized representative will mail to the first named 'Insured' and agent, at the address shown on the Declarations Page, written notice of nonrenewal. The written notice will be mailed to the first named 'Insured' not less than forty-five (45) days prior to the expiration date or anniversary date of the policy. If **we** decide not to renew **your** policy, our mailing of notice to the address of the first named 'Insured' shown on the **Declarations Page** will constitute proof of notice as of the date **we** mail it. Any notice of nonrenewal under this section shall state the precise reason for nonrenewal.

Proof of mailing of this notice to you will be sufficient proof that notice of cancellation was given. The date of the cancellation stated in the notice will become the end of the policy period. Notice shall be personally delivered to the insured and the agent or shall be mailed to the insured and the agent at their addresses last of record with the insured. If mailed, notice shall be deemed given when deposited in the United States mail, postage prepaid. Proof of mailing shall be sufficient proof of notice.

This policy will terminate without any written notice and all premiums will be deemed fully earned by **us** when **we** pay for a **total loss**.

The following is added to Important Information (CONDITIONS):

Defense

We have the right and duty to defend any suit to which this insurance applies. However, **we** may investigate and settle any claim or suit at our discretion. Our duty to defend any claim or suit ends when the amount **we** pay for damages resulting from the occurrence equals the limit for 'Bicycle Liability' shown on the **Declarations Page**. The tender of the limit to the Court of Jurisdiction for any pending litigation on **your** behalf does not relieve **us** of our duty to defend.

If a suit is brought against you for claims falling within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, **we** will afford a defense to such action; however, **we** will not have any obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

All other terms, conditions, and limitations of the policy remain unchanged.