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SPECIMEN POLICY SAMPLE



bikeinsure®
enjoy the ride. you're covered.

Hello Jon King,

I'm Buzzy Cohn, CEO of BikeInsure, and I want to welcome you to our BikeInsure cycling community. Thank you for your purchase at the BikeInsure.com website. Herein you will find your Great American Insurance Company Insurance Policy.

If there is anything you need or any way we can improve your experience here, don't hesitate to email me directly at help@bikeinsure.com.

Enjoy the ride. You're Covered.

CEO, BikeInsure
Licensed Insurance Agent

301 E. Fourth St., Cincinnati, OH 45202

Your Great American Insurance Policy[®]

for all the *great* you doSM



Specialty Equipment

800-545-4269
GAIG.com



Privacy Notice and Notice of Insurance Information Practices

FACTS		WHAT DOES GREAT AMERICAN INSURANCE GROUP (“GREAT AMERICAN”) DO WITH YOUR PERSONAL INFORMATION?	
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.		
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none">• Social Security Number, date of birth, income;• Policy coverage, premiums, account balances, payment and claim history;• Credit history, driving record, medical and employment information. When you are no longer our customer, we continue to share your information as described in this notice.		
How?	All financial companies need to share customers' personal information to operate their business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Great American chooses to share; and whether you can limit this sharing.		
Reasons we can share your personal information		Does Great American share?	Can you limit this sharing?
For our everyday business purposes—such as to process your transactions, maintain account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No
For our marketing purposes—to offer our products and services to you		Yes	No
For joint marketing with other financial companies		Yes	No
For our affiliates' everyday business purposes—information about your transactions and experiences		Yes	No
For our affiliates' everyday business purposes—information about your creditworthiness		No	We do not share
For our nonaffiliates to market to you		No	We do not share
Questions?		Call 1-800-545-4269 or go to http://www.greatamericaninsurancegroup.com .	

Who we are	
Who is providing this notice?	This notice is provided by certain companies that make up Great American. These companies are listed below.
What we do	
How does Great American protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also limit access to your information to those who need it to do their jobs.
How does Great American collect my personal information?	<p>We collect personal information about you, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance • Give us your contact information • Pay your insurance premiums • File an insurance claim • Tell us who receives the money • Visit our website or email us. <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal laws give you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes—information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you. <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include:</p> <ul style="list-style-type: none"> • Financial companies with a common Great American name; • Financial companies, such as MidContinent Casualty Company, Republic Indemnity Company of America, Summit Consulting LLC, National Interstate Insurance Company, or Premier Lease and Loan Services Insurance Agency, Inc. • Others, such as American Financial Group, Inc.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. Great American does not share with nonaffiliates so they can market to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include insurance agents or other insurance licensees.

Other important information

We do not disclose your health information with third parties, unless authorized by you or as allowed or required by law. We may disclose your information, as permitted by law, to underwrite or administer your policy, claim or account.

We may disclose your information to conduct research, so long as no individual data may be identified in the research study report.

You may review and correct information that we collect about you. To access your information please send a signed, written request to General Counsel at Great American Insurance Company, 301 East Fourth Street, Cincinnati, Ohio 45202-4269; or by email to clegal@gaig.com. Please include your full name, address, telephone number, and policy number in your letter. We may request other information to validate your identity, such as a copy of your driver's license or other valid photo identification. If you believe any of your information is incomplete or incorrect, please write to us and explain what data you believe needs correcting. We will review your information. If we agree, we will correct our records. If we do not agree, you may file a written statement of dispute with us. Upon your request, we also may provide you with more information regarding the disclosure of your information.

Great American Insurance Company
Great American Alliance Insurance Company
Great American Assurance Company
Great American Casualty Insurance Company
Great American Contemporary Insurance Company
Great American E & S Insurance Company
Great American Fidelity Insurance Company
Great American Insurance Company of New York
Great American Protection Insurance Company
Great American Security Insurance Company
Great American Spirit Insurance Company
Great American Underwriters Insurance Company

American Empire Insurance Company
American Empire Surplus Lines Insurance Company
GAI Warranty Company
GAI Warranty Company of Florida
Human and Social Services Risk Purchasing Group, LLC

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

GLOBAL SANCTION

Notwithstanding any other provision of this Policy, this insurance cannot provide coverage and the Insurer shall not be liable to pay any claim or provide any benefit under this Policy to the extent that the provision of such coverage or benefit, or the payment of such claim, would violate, conflict with, or expose the Insurer to any sanction, prohibition or restriction under United Nations resolutions or any applicable economic or financial sanctions or other trade laws or regulations, including, but not limited to, of the United States of America, European Union, United Kingdom, or Canada.

IMPORTANT NOTICE

HAVE A COMPLAINT OR NEED HELP?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you cannot work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Great American Insurance Company

To get information or file a complaint with your insurance company or HMO:

Toll-free: 1-800-972-3008
Email: contactus@gaig.com
Mail: 301 E. 4th Street
Cincinnati, OH 45202

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091
Austin, TX 78714-9091

¿TIENE UNA QUEJA O NECESITA AYUDA?

Si tiene un problema con una reclamación o con suprima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Great American Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Teléfono gratuito: 1-800-972-3008
Correo electrónico: contactus@gaig.com
Dirección postal: 301 E. 4th Street
Cincinnati, OH 45202

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091
Austin, TX 78714-9091

GREAT AMERICAN SPIRIT INSURANCE COMPANY

EQUIPMENT INSURANCE POLICY

DECLARATIONS PAGE

Insurance Company Name and Address		Producer Name and Address	
Great American Spirit Insurance Company 301 E. Fourth St. Cincinnati, OH 45202 1-877-878-0380 A stock company		Ride Covered LLC dba BikeInsure 325 Ellington Blvd #123 Gaithersburg, MD 20878	
Named Insured and Address		Mailing Address (if different from Residence Address)	
Jon King 11 NUECES STREET AUSTIN, TX 78701			
Policy Number		Policy Period	
1234567-TX-C123456-00		From: 11/28/2023 To: 11/28/2024 At 12:01 A.M. Standard Time at the Insured Address Shown in the Schedule Above. This policy will automatically renew unless cancelled or notified of non-renewal.	
Premiums and Fees			
WE WILL PROVIDE THE INSURANCE DESCRIBED IN THIS POLICY IN RETURN FOR THE PREMIUM AND COMPLIANCE WITH ALL APPLICABLE POLICY PROVISIONS.			
Policy Period Premium:		\$ 299.88	
Installment Premium:		\$ 24.99 MONTHLY	
Policy Forms			
Form Number	Edition Date	Form Name	
SES-0790-C	Ed. 01/20	Policy Jacket	
SDM526	Ed. 11/22	Privacy Notice	
IL7324TX	Ed. 07/21	Global Sanction	
SDM35	Ed. 11/19	Texas Complaint Notice	
EIP-GN-0001B	Ed. 12/21	Equipment Schedule	
EIP-TX-0201	Ed. 05/23	Bicycle Physical Damage Coverage	
EIP-TX-0201A	Ed. 05/23	Bicycle Theft Coverage	
EIP-GN-0002	Ed. 12/21	Common Policy Provisions	
IL7268	Ed. 09/09	In Witness Clause	
EIP-GN-0003	Ed. 12/21	Premium Payments in Monthly Installments	
EIP-TX-1042	Ed. 12/21	Texas Special Provisions	
Coverage(s) and Limits			
Limit	Coverage	Deductible	
\$10,000.00 per Bicycle (Annual Aggregate)	Bicycle Physical Damage	\$100 Deductible per occurrence per Bicycle	
\$10,000.00 per Bicycle (Annual Aggregate)	Bicycle Theft	\$250 Deductible per occurrence per Bicycle	

EIP-GN-0001 (12/21)

Equipment Schedule

For each item of equipment provide the following:

Item#	Class	Description	Manufacturer	Model	Model Year	Acquisition Date	Serial#
130525	eBike	2023 TREK DOMANE+ SLR6				2023	WTU118T0040U
130525	Pedals Look Keo Blade Carbon Ceramic Ti. Bottle Cages Arundel Carbon STR & DTR. Computer cycling Garmin Edge 840. Action Camera GoPro Hero11 Black. Radar Garmin Varia RVR315. Front Light Raveman FR160. Rear Light Knog Blinder Mini. Mount Front K-Edge Garmin GoPro Combo. Chain Catcher K-Edge Pro Road Braze-On. Bag Topeak FastFuel Dry Bag. Pump Topeak Roadie TT Mini Mounted. Wheelset Bontrager Aeolus Pro 51. Saddle Fizik Antares Versus Evo R1 139mm.						

Item#	Equipment Value	Coverage Type	Deductible	Limit
130525	\$8,500.00	Physical Damage and Theft	PD - \$100 Ded, Theft - \$250 Ded	Annual Aggregate \$10,000.00 per Bicycle

Item#	Loss Payee Name and Address
130525	

Bicycle Physical Damage Coverage

A. Equipment Covered

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

B. Equipment Not Covered

We do not cover:

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

C. Perils Insured Against

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

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

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

D. Limits of Insurance

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

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

E. Definitions

The following definitions are added:

1. "Accessories" means items attached to or added and fixed to the bicycle in addition to the manufacturer's original specifications and the value of which are included in the value of the "bicycle" on the Equipment Schedule which include helmets, computers, water bottles, bottle cages, lights, seat bags, hydration packs, and installed or mounted pumps & CO2.

2. "Actual Cash Value" means the cost of replacing the bicycle with a substantially identical bike or one of like kind or quality.
3. "Aggregate Limit" is the maximum "Limit of Insurance" payable for all losses to a bicycle for this coverage in a policy period.
4. "Class 1 electric bicycle" means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a "top assisted speed" of 20 miles per hour or less.
5. "Class 2 electric bicycle" means an electric bicycle equipped with a motor that may be used to propel the bicycle without the pedaling of the rider and with a "top assisted speed" of 20 miles per hour or less.
6. "Class 3 electric bicycle" means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a "top assisted speed" of more than 20 but less than 28 miles per hour.
7. "eBike" means a "Class 1 electric bicycle", "Class 2 electric bicycle", or "Class 3 electric bicycle":
 - a. equipped with:
 - (1) fully operable pedals; and
 - (2) an electric motor of fewer than 750 watts;
 - b. with "top assisted speed" of 28 miles per hour or less.
8. "Top assisted speed" means the speed at which the bicycle's motor ceases propelling the bicycle or assisting the rider.

F. Common Policy Provisions Amendments

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

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

1. Loss Settlement

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

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

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

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

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

5. Other Insurance and Service Agreement

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

All other provisions of this Policy apply.

Bicycle Theft Coverage

A. Equipment Covered

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

B. Equipment Not Covered

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

We do not cover motorized bicycles, scooters or vehicles, mopeds, or any other kind of motorized conveyance other than an "eBike".

C. Perils Insured Against

We insure against risk of theft to covered equipment.

We do not insure loss caused by:

1. Theft of a bicycle where you cannot provide us with a copy of a police report detailing the time, place and manner of the theft;
2. Theft of a bicycle when not properly stored in a secure manner or a security device not properly used to secure the bike when the "insured" is not with the bike; or
3. Theft of the bicycle by a person to whom it is entrusted by an "insured".

D. Limits of Insurance

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

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

E. Additional Loss Condition

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

F. Definitions

The following definitions are added:

1. "Accessories" means items attached to or added and fixed to the bicycle in addition to the manufacturer's original specifications and the value of which are included in the value of the "bicycle" on the Equipment Schedule which include helmets, computers, water bottles, bottle cages, lights, seat bags, hydration packs, and installed or mounted pumps & CO2.
2. "Bicycle" means any cycle powered by human pedaling or an "eBike" and includes "accessories".
3. "Class 1 electric bicycle" means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a "top assisted speed" of 20 miles per hour or less.
4. "Class 2 electric bicycle" means an electric bicycle equipped with a motor that may be used to propel the bicycle without the pedaling of the rider and with a "top assisted speed" of 20 miles per hour or less.
5. "Class 3 electric bicycle" means an electric bicycle equipped with a motor that assists the rider only when the rider is pedaling and with a "top assisted speed" of more than 20 but less than 28 miles per hour.
6. "eBike" means a "Class 1 electric bicycle", "Class 2 electric bicycle", or "Class 3 electric bicycle":
 - a. equipped with:
 - (1) fully operable pedals; and
 - (2) an electric motor of fewer than 750 watts;
 - b. with "top assisted speed" of 28 miles per hour or less.
7. "Top assisted speed" means the speed at which the bicycle's motor ceases propelling the bicycle or assisting the rider.

G. Common Policy Provisions Amendments

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

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

1. Loss Settlement

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

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

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

5. Other Insurance and Service Agreement

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

All other provisions of this Policy apply.

Common Policy Provisions

A. Agreement

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

B. Definitions

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

C. Exclusions

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

1. War

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

2. Nuclear Hazard

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

3. Governmental Action

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

4. Intentional Loss

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

5. Neglect

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

6. Loss Of Use Expenses

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

7. Acts By Customs Or Other Government Or Public Authority

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

8. Earth Movement

Earth Movement means:

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

D. Loss Conditions

1. Loss Settlement

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

2. Loss Clause

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

3. Loss Payment

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

4. Duties After Loss

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

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

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

5. Loss Payable Clause

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

6. Deductible Clause

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

E. Other Conditions

1. Policy Period

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

2. Insurable Interest and Limit of Liability

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

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

3. Claims Against Others

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

4. Appraisal

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

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

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

5. Other Insurance and Service Agreement

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

6. Suit Against Us

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

7. Insurance not to Benefit Others

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

8. Changes In Policy

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

9. Concealment or Fraud

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

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

10. Liberalization Clause

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

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

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

11. Cancellation

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

12. Nonrenewal

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

13. Transfer of Interest

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

14. Policy Territory

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

15. Conformity to Statute

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

In Witness Clause

In Witness Whereof, we have caused this Policy to be executed and attested, and, if required by state law, this Policy shall not be valid unless countersigned by our authorized representative.



President



Secretary

Premium Payments in Monthly Installments

You have elected to pay the premium in monthly installments as shown on the Declarations. In the event the premium for this insurance changes after the effective date of this policy, you agree to pay each monthly installment calculated at the monthly premium then in effect.

If you default on any premium payment and we decide to cancel this policy, we will:

1. Give notice of cancellation in accordance with the cancellation conditions in this policy; and
2. Retain any portion of the premium you paid.

All other provisions of this policy apply.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS SPECIAL PROVISIONS

This endorsement modifies insurance provided under the following:

Equipment Insurance Policy

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

The following is added to Paragraph **B. Definitions**:

3. As used in this endorsement, "business day" means a day other than Saturday, Sunday or a holiday recognized by the state of Texas.

Exclusion 4. **Intentional Loss** is replaced by the following:

4. Intentional Loss

- a. 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 "insureds" who did not commit or conspire to commit the act causing the loss.
- b. However, this exclusion does not apply to an "insured" who did not cooperate in or contribute to the creation of the loss if that "insured" has:
 - (1) Filed a police report; and
 - (2) Cooperated with law enforcement investigation or prosecution relating to any other "insured" causing the intentional loss.
- c. If we pay a claim pursuant to Paragraph 4.b., our payment to the "insured" is limited to that "insured's" insurable interest in the equipment, less any payments we first made to another party with a secured interest in the Policy. In no event will we pay more than the limit of liability. As a condition of payment for intentional loss caused by another "insured" under this exception to the exclusion, we may require an assignment of rights of recovery to the extent that payment is made by us.

Loss Condition **D.3. Loss Payment** is replaced by the following:

3. Loss Payment

- a. We will adjust all losses with you. We will pay you unless:
 - (1) A claim has been paid by others; or
 - (2) Some other person is named in the Policy or is legally entitled to receive payment.
- b. If we notify you that we will pay your claim, or part of your claim, we must pay within five "business days" after we notify you. If payment of your claim, or part of your claim, requires performance of an act by you, we must pay within five "business days" after the date you perform the act.

Loss Condition **D.4. Duties After Loss** is replaced by the following:

4. Duties After Loss

a. Your Duties After Loss

- In case of a loss to covered equipment, we have no duty to provide coverage under this Policy if the failure to comply with the following duties is prejudicial to us. These duties must be performed either by you, or an "insured" seeking coverage, or a representative of either:
- (1) Give prompt notice to us or our authorized representative;
 - (2) Notify the police in case of loss by theft;

- (3) Protect the equipment from further damage. If repairs to the equipment are required, you must:
 - (a) Make reasonable and necessary repairs to protect the equipment; and
 - (b) Keep an accurate record of repair expenses.
Such expenses will be paid by you and us in proportion to our respective interests;
- (4) Cooperate with us in the investigation of a claim;
- (5) Prepare an inventory of damaged equipment showing the quantity, description, actual cash value and amount of loss. Attach all bills, receipts and related documents that justify the figures in the inventory;
- (6) As often as we reasonably require:
 - (a) Show the damaged equipment;
 - (b) Provide us with records and documents we request and permit us to make copies;
 - (c) Submit to examination under oath, while not in the presence of another "insured", and sign the same.
A parent or guardian may be present during any examination of a minor;
 - (d) Produce, to the extent that it is within your power, your employees, members of your household or others so that they may be examined under oath; and
 - (e) Send to us, within 91 days after discovery of the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (i) The time and cause of loss;
 - (ii) The interests of all "insureds" and all others in the equipment involved and all liens on the equipment;
 - (iii) Other insurance or service agreement which may cover the loss; and
 - (iv) The inventory of damaged equipment described in (5) above.

b. Our Duties After Loss

- (1) No later than 15 days after we receive your written notice of claim, we must:
 - (a) Acknowledge receipt of the claim;
If our acknowledgment of the claim is not in writing, we will keep a record of the date, means and content of our acknowledgment;
 - (b) Begin any investigation of the claim;
 - (c) Specify the information you must provide in accordance with Paragraph 4.a. Your Duties After Loss above;
We may request more information if, during the investigation of the claim, such additional information is necessary.
- (2) 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:
 - (a) Within 15 "business days"; or
 - (b) Within 30 days if we have reason to believe the loss resulted from arson.
- (3) If we do not approve payment of your claim or require more time for processing your claim, we must:
 - (a) Give the reason for denying your claim; or
 - (b) Give the reasons we require more time to process your claim. But we must either approve or deny your claim within 45 days after requesting more time.

Other Condition **E.4. Appraisal** is revised by adding the following:

If we retain our right to deny the claim, you will retain your right to bring legal action against us.

Other Condition **E.6. Suit Against Us** is replaced by the following:

6. Suit Against Us

No action can be brought against us unless there has been compliance with all of the terms of this Policy. The action must be brought within two years and one day from the date the cause of action first accrues. A cause of action accrues on the date of the initial breach of our contractual duties as alleged in the action.

Other Condition **E.9. Concealment or Fraud** is replaced by the following:

9. Concealment or Fraud

a. False Statements

- (1) False statements made in the application for the policy or in the policy make the policy void or voidable:
 - (a) has no effect; and
 - (b) is not a defense in a suit brought on the policy.
- (2) Subsection (1) does not apply if it is shown at trial that the matter misrepresented:
 - (a) as material to the risk; or
 - (b) contributed to the contingency or event on which the policy became due and payable.
- (3) It is a question of fact whether a misrepresentation made in the application for the policy or in the policy itself was material to the risk or contributed to the contingency or event on which the policy became due and payable.

b. Misrepresentation

- (1) Misrepresentation, including a false statement, made in a proof of loss or death makes the policy void or voidable:
 - (a) has no effect; and
 - (b) is not a defense in a suit brought on the policy
- (2) Subsection (1) does not apply if it is shown at trial that the misrepresentation:
 - (a) was fraudulently made;
 - (b) misrepresented a fact material to the question of the insurer's liability under the policy; and
 - (c) misled the insurer and caused the insurer to waive or lose a valid defense to the policy.

Paragraphs d. and e. are added to Other Condition **E.11. Cancellation** as follows:

- d. If the return premium is not refunded with the notice of cancellation or when this Policy is returned to us, we will refund it not later than the 15th "business day" after the effective date of cancellation.
- e. We may not cancel this Policy solely because you are an elected official.

Other Condition **E.12. Nonrenewal** is replaced by the following:

12. Refusal To Renew

- a. We may not refuse to renew this Policy because of claims for losses resulting from natural causes.
- b. We may not refuse to renew this Policy solely because you are an elected official.
- c. We may refuse to renew this Policy if you have filed three or more claims under the Policy in any three-year period that do not result from natural causes.

If you have filed two claims in a period of less than three years, we may notify you in writing that if you file a third claim during the three-year period, we may refuse to renew this Policy by providing you proper notice of our refusal to renew as provided in d. below. If we do not notify you after the second claim, we may not refuse to renew this Policy because of losses.

A claim does not include a claim that is filed but is not paid or payable under the Policy.
- d. If we refuse to renew this Policy, we must deliver to you, or mail to you at your mailing address shown on the Declarations page and any mortgagee named on the Declarations page, written notice of our refusal to renew not later than the 30th day before the date on which this Policy expires. Proof of mailing will be sufficient proof of notice. If we fail to give you proper notice of our decision not to renew, you may require us to renew the Policy.

The following condition is added to **E. Other Conditions**:

14. Catastrophe Claims

If a claim results from a weather-related catastrophe or a major natural disaster, each claim-handling deadline shown in 3. **Loss Payment** and 4. **Duties After Loss** is extended for an additional 15 days.

Catastrophe or Major Natural Disaster means a weather-related event which is determined to be a catastrophe by the Texas Department of Insurance.

The Bicycle Physical Damage Coverage Form **EIP-GN-0201** is amended as follows:

E. Definitions, 2. Actual Cash Value is replaced by the following

2. "Actual Cash Value" means the cost of replacing the bicycle with a substantially identical bike or one of like kind or quality and may include depreciation.

All other provisions of this Policy apply.