velosurance

The Cyclist Policy

Underwritten by Markel American Insurance Company

TABLE OF CONTENTS

THE MARKEL CYCLIST POLICY

READ YOUR POLICY CAREFULLY.

	Beginning on Page
INSURING AGREEMENT	1
DEFINITIONS	1
GENERAL CONDITIONS	2
GENERAL EXCLUSIONS	4
PHYSICAL DAMAGES	5
LIABILITY	7
MEDICAL PAYMENTS	8
VEHICLE CONTACT PROTECTION	9

SPECIMEN

INSURING AGREEMENT

In return for the premium payment and compliance with all applicable provisions of this policy and any endorsements, we agree to provide the insurance coverages as shown on the Declarations Page, which is part of this policy.

By accepting this policy, you agree that the statements on the Declarations Page and any application are your agreements and representations. This policy is issued in reliance upon the truth of your representations during the application process and it includes all agreements existing between you and us or any of our representatives. Any application, whether written or electronic, is a part of this policy.

DEFINITIONS

Throughout this policy most words and phrases that have special meanings appear in bold. Only the pronouns "we", "our", "us", "you" and "your" are defined but do not appear in bold. This section defines some of the more general terms used in this policy. Bold terms that are not listed in this section are defined within the sections they appear.

1. You and your refer to the 'Insured' named on the Declarations Page and your spouse if a **resident** of the same household.

2. The words we, us, and our, refer to the company, shown on the Declarations Page, which is providing this insurance.

3. **Accessories** means equipment added and fixed to the **bicycle** in addition to the manufacturer's original specifications and the value of which is included in the value of the **insured bicycle** on the Declarations Page.

4. **Actual cash value** means the cost to repair or replace the lost or damaged property less depreciation.

5. **Appropriate security locking device** 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**.

6. **Bicycle** means any cycle powered by human pedaling and includes fixed **accessories** and removable parts.

7. **Bodily injury** means physical injury, sickness or disease sustained by a person including death resulting from any of these.

8. **Constructive total loss** means that the cost to recover and/or repair the **insured bicycle** will exceed the applicable limit of insurance less applicable salvage for the damaged unit.

9. **Cycling apparel** means clothing or gear worn by the rider exclusively used in conjunction with the **insured bicycle**. Examples of **cycling apparel** include, but are not limited to: helmet, bibs, shoes, eye protection, and gloves.

10. **Immovable object** means:
    a. any solid object fixed in or onto concrete or stone, which is not capable of being undone, removed or lifted under/over the **insured bicycle**.
    b. a properly fixed motor vehicle roof rack or properly fixed vehicle **bicycle** rack.

11. **Insured** means you and any person, firm, corporation or legal entity that may be operating the **insured bicycle** with your prior permission.

12. **Insured bicycle** means:
    a. the **bicycle** shown on the Declarations Page; or
    b. a **newly acquired bicycle**.

13. **Insured location** means the 'Insured Location' on the Declarations Page where the **insured bicycle** is usually kept.

SPECIMEN

14. **Motor vehicle** means any vehicle that is self-propelled and is required to be registered under the laws of the state in which you reside at the time this policy is issued.

15. **Newly acquired bicycle** means any **bicycle** you acquire during the policy period, provided you pay any additional premiums due. You must notify us within 30 days of acquiring the **bicycle** of your intention to have this policy apply to the **newly acquired bicycle** and pay any additional premiums due. Should a loss occur involving the **newly acquired bicycle** prior to your notifying us, the **newly acquired bicycle** will have the broadest coverage you have purchased for any **insured bicycle**.

16. **Occurrence** means a single event or an accident or series of accidents caused by a single event.

17. **Property damage** means damage to tangible property.

18. **Resident** means any person who physically lives with you in your household on a regular basis. Your unmarried children attending school full time, living away from home, will be considered **residents** of your household.

19. **Spare parts** means a replacement for an item normally a part of the **insured bicycle** that is not currently in place on the **insured bicycle**. **Spare parts** does not include parts held for sale by you or property of others in your care, custody or control.

20. **Temporary substitute** means any **bicycle** which is a substitute for an **insured bicycle** when the **insured bicycle** is withdrawn from normal use because of its breakdown, destruction, loss, repair, or servicing. The **temporary substitute** may not be owned by you and must be used with the permission of the owner. Should a loss occur involving a **temporary substitute**, the **temporary substitute** will have the broadest coverage you have purchased for the **insured bicycle** for which it serves as a substitute.

GENERAL CONDITIONS

1. Use of the Insured Bicycle
   If you violate the following condition, coverage will be suspended until you are no longer in violation: The **insured bicycle** is for private pleasure use only. Coverage is not provided for charter, hire, lease or any other commercial use. Acting in the capacity of professional cyclist is not considered commercial use.

2. Policy Period/Territory
   This policy only applies to loss which occurs during the policy period as shown on the Declarations Page and:
   a. on land within the United States of America and Canada; or
   b. while the **insured bicycle** is in transit by land or air from and to a location within the United States of America and Canada.

3. Misrepresentation or Fraud
   All insurance provided by this policy will be null and void if you, at any time, either intentionally conceal or misrepresent any fact, regardless of materiality, or if you misrepresent or conceal any material fact regardless of intent. No action or inaction by us will be deemed a waiver of this provision.

4. Notice of 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:
      i. the cancellation is for nonpayment of premium; or
      ii. 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:
   a. for nonpayment of premium due;

SPECIMEN

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.

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 or a **constructive total loss**.

5. Return Premium
If this policy is cancelled, you may be entitled to a premium refund. If we cancel the policy, any return premium will be computed on a pro-rata basis. If you cancel the policy, any return premium will be computed on a 90% pro-rata basis. The return premium cancellation is subject to our minimum earned premium. Any return premium will be paid to you within a reasonable amount of time after the cancellation.

6. 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.

7. Policy Changes
No change or waiver may be effected in this policy except by endorsement issued by us. If a premium adjustment is necessary, we will make the adjustment as of the effective date of the change.

When we broaden coverage during the policy period, without charge, the policy will automatically provide the broadened coverage when effective in your state.

8. Legal Action Against Us
a. No suit or action may be brought against us unless there has been full compliance with all terms of this policy.
b. With respect to coverage provided under **PHYSICAL DAMAGE**, 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.
c. With respect to coverage provided under **VEHICLE CONTACT PROTECTION**, no suit or action may be brought against us until the obligation of the owner or operator of the motor vehicle that strikes an **insured bicycle** while being operated by an **insured** has been determined by final judgment or by agreement signed by us.
d. 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.
e. Nothing in this policy gives any person or organization the right to join us as defendants in a suit brought against you.

9. No Benefits to Others
No person or organization, which has custody of the **insured bicycle** and is to be paid for services, will benefit from this insurance.

10. Transfer of Interest
We do not provide coverage under this policy if you sell, assign, transfer or pledge the insured property unless prior written consent has been obtained from us.

In the event of your death, this policy will remain in effect until the end of the policy period for:
a. persons covered under this policy at the time of your death;
b. your legal representative while acting within the scope of duties of a legal representative; or
c. any person having proper custody of the **insured bicycle** until a legal representative is appointed.

11. 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

SPECIMEN

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.

12. Claim or Suit Against You
    You must immediately notify us and send us every demand notice, summons or other legal papers received by you or your representative if a claim is made or a suit is brought against you for liability that is covered under this policy. We will pay the ensuing cost of the suit and have the sole right to control the defense of the suit. We also have the option of naming attorneys to represent you in the suit.

13. General Duties Following a Loss
    You must report immediately to us or our authorized agent any accident, loss, damage, or expense which may be covered under this policy. This report should give full details about when and where the loss occurred, how it happened and the name and address of all the people involved including all witnesses. You are required to immediately notify the authorities of any theft, vandalism or malicious damage to your insured property or if any injury is involved. You must also permit us to inspect any damage before repairs are made.

    After requested by us, you must file within ninety (90) days thereof, with us or our authorized agent, a written statement about the details of the loss. This statement must be signed and sworn by you.

    You, as often as we may reasonably require, will:
    a. exhibit to any person we designate all that remains of any property that may be covered under this policy;
    b. submit and subscribe to examinations under oath by any person named by us. If more than one person is examined, we have the right to examine and receive statements separately from each person and not in the presence of others; and
    c. produce for examination and permit extracts and copies of all books of account, bills, invoices, other vouchers and any other tangible items related to the claimed loss, or certified copies thereof if the originals are lost, at such reasonable time and place as may be designated by us or our representative.

    You must cooperate with us in the investigation, defense or settlement of any loss.

    If you do not comply with these general duties, no coverage for the loss will be provided.

14. 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 thirty (30) 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.

GENERAL EXCLUSIONS

No coverage is provided under this policy for loss or damage, liabilities incurred by any person, injury or damages or expenses of any type for loss caused by, resulting from or arising out of:

1. Extended Radioactive Contamination
    a. ionizing radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
    b. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
    c. any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
    d. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purpose.

    However, if while the **insured bicycle** is within the policy territory, a fire arises directly or indirectly from one or more of the above causes in item a., b., and d., then any loss or damage arising directly from that fire will,

SPECIMEN

subject to the provisions of this policy, be covered. No coverage is provided for any loss or damage, liabilities incurred by any person, injury or damages or expenses of any type for loss caused by, resulting from or arising out of nuclear reaction, nuclear radiation, or radioactive contamination arising directly or indirectly from that fire.

2. War or any warlike operation. This includes declared and undeclared wars, civil wars, revolutions or any civil unrest.

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

4. 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.

PHYSICAL DAMAGE

Bicycle Physical Damage Coverage

Coverage

We will cover sudden, accidental direct physical loss or damage to the **insured bicycle**.

What We Pay

We will pay for the amount necessary to repair or replace the **insured bicycle** with like kind and quality less the deductible shown on the Declarations Page for 'Bicycle Physical Damage'. Our liability for any one **occurrence** will not exceed the limit shown on the Declarations Page for 'Bicycle Physical Damage'.

We will pay for repairs that are made in accordance with the manufacturer's specifications or accepted repair practices.

If the **insured bicycle** was damaged before the loss, we will not pay to repair the prior damage. In the event of a total loss or **constructive total loss**, the amount we will pay will be reduced by the cost that would have been incurred had the prior damage been repaired.

Exclusions

We will not pay for loss, damage or expense caused by, to, or resulting from:

1. theft of any **insured bicycle** without signs of forcible entry from the **insured location** or, if a theft occurs away from the **insured location** and the **insured bicycle** is not properly secured to an **immovable object** with an **appropriate security locking device**;
2. theft of an **insured bicycle** where you cannot provide us with a copy of a police report detailing the time, place and manner of the theft and the security device that was used;
3. any **insured 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;
4. wear and tear and wet or dry rot;
5. your tires for road damage or failure;
6. abandonment by you or anyone using the **insured bicycle** with your permission;
7. marring, scratching, denting or any cosmetic change which does not impair the function and performance of the **insured bicycle**;
8. corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in color or finish, dust, chemical action or reaction;
9. mechanical breakdown;
10. diminution of value;
11. failure to use or maintain the **insured bicycle** in accordance with the manufacturer's instructions;
12. faulty or defective design, materials or workmanship or latent defect and defects in operation;
13. theft of the **insured bicycle** by a person to whom it is entrusted by an **insured**; or
14. repair or maintenance work.

SPECIMEN

Rental Reimbursement
Coverage
If a covered loss occurs to the **insured bicycle** and you are more than 50 miles from the **insured location** for an organized cycling event, trip or race, we will reimburse you for the reasonable expenses you incur to rent a **temporary substitute**.

What We Pay
We will reimburse the cost of renting a **temporary substitute** for use during the organized cycling event, trip or race, up to a maximum of $250 per **occurrence**. No deductible will be applied against this coverage.

Competitive Event Fee Reimbursement
Coverage
We will reimburse you the non-refundable portion of your pre-paid entry fee if you are not able to participate in a scheduled competitive event because of a covered loss to the **insured bicycle**.

The loss which causes you to cancel must occur after you have registered and paid your entry fee for the competitive event.

What We Pay
We will reimburse you subject to a maximum of $500 per **occurrence** and $1,000 total in any single policy period. No deductible will be applied against this coverage.

Spare Parts
Coverage
We will cover sudden, accidental direct physical loss or damage to **spare parts** for the **insured bicycle**.

What We Pay
We will pay the **actual cash value** for the **spare parts** up to $500 per **occurrence** and $1,000 total in any single policy period. No deductible will be applied against this coverage.

Exclusions
We will not pay for loss, damage or expense caused by, to, or resulting from:
1. theft of any **spare parts** without signs of forcible entry from the **insured location** or, if a theft occurs away from the **insured location** and the **spare parts** is not properly secured to an **immovable object** with an **appropriate security locking device**;
2. theft of any **spare parts** where you cannot provide us with a copy of a police report detailing the time, place and manner of the theft and the security device that was used;
3. any **spare parts** 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;
4. wear and tear and wet or dry rot;
5. your tires for road damage or failure;
6. abandonment by you or anyone using the **spare parts** with your permission;
7. marring, scratching, denting or any cosmetic change which does not impair the function and performance of the **spare parts**;
8. corrosion, rust, change in temperature, dampness, dryness, shrinkage, evaporation, contamination, change in color or finish, dust, chemical action or reaction;
9. mechanical breakdown;
10. diminution of value;
11. failure to use or maintain the **spare parts** in accordance with the manufacturer's instructions;
12. faulty or defective design, materials or workmanship or latent defect and defects in operation;
13. theft of the **spare parts** by a person to whom it is entrusted by an **insured**; or
14. repair or maintenance work.

SPECIMEN

Cycling Apparel
Coverage
If a covered loss occurs to the **insured bicycle**, we will cover any associated sudden, accidental direct physical loss or damage to your **cycling apparel**.

What We Pay
We will pay the **actual cash value** of the **cycling apparel** up to $500 per **occurrence** and $1,000 total in any single policy period. No deductible will be applied against this coverage.

Physical Damage Loss Conditions
Appraisal
If you dispute our evaluation of the amount of the loss under **PHYSICAL DAMAGE**, then you must submit a written request for appraisal within one 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.

Other Insurance
Coverage provided under **PHYSICAL DAMAGE** is primary over any other valid and collectable insurance.

LIABILITY

Coverage
We will cover damages for **bodily injury** or **property damage** for which an **insured** becomes legally liable through ownership, maintenance, use, loading or unloading of an **insured bicycle**.

What We Pay
We will pay no more than the limit for 'Bicycle Liability' shown on the Declarations Page for all damages or losses resulting from any **occurrence**. This is the most we will pay regardless of the number of persons covered under this section, claims made, **bicycles** or premiums shown on the Declarations Page or the number of **bicycles** involved.

Supplementary Payments
In addition to our limit of liability, we will pay on behalf of an **insured**:
1. premiums on appeal bonds and bonds to release attachments in any suit we defend. We are under no obligation to furnish these bonds;
2. interest accruing after a judgment is entered in any suit we defend. Our duty to pay interest ends when we offer to pay that part of the judgment that does not exceed our limit of liability for this coverage;
3. up to $50 a day for loss of earnings, but not other income, because of attendance at hearing or trials at our request; or
4. other reasonable expenses incurred at our request.

Exclusions
We will not pay for:
1. liability assumed under any contract or agreement other than a contract signed as an entry to any type of race;
2. **bodily injury** or **property damage** sustained by any **insured** or **resident**;
3. **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 workers' or workmen's compensation law or migrant or seasonal workers law;
4. damage to property in your care, custody or control;
5. any fine or penalty assessed by a governmental unit;
6. punitive or exemplary damages or associated interest.
7. **bodily injury** or **property damage** caused by any **insured** while employed or otherwise engaged in the trade,

SPECIMEN

profession or occupation of selling, repairing, servicing, storing or parking **bicycles**. This includes road testing and delivery.

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, or tender to the Court of Jurisdiction for any pending litigation on your behalf, for damages resulting from the **occurrence** equals the limit for 'Bicycle Liability' shown on the Declarations Page.

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.

Other Insurance
Coverage provided under **LIABILITY** is primary over any other valid and collectable insurance.

MEDICAL PAYMENTS

Coverage
We will cover the reasonable charges for necessary medical, surgical, x-ray, dental, ambulance, hospital and professional nursing services and funeral service expenses incurred within one year from the date of an accident causing **bodily injury** to an **insured** while operating or occupying an **insured bicycle**.

The injured person must submit to an examination by a physician selected by us when and as often as we reasonably require.

What We Pay
We will pay no more than the per person 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 made or **bicycles** or premiums shown on the Declarations Page or the number of **bicycles** involved.

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.

Each person seeking payment under this coverage 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 one 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).

Exclusions
Payments under this section will not be made to, or on behalf of, any person:
1. injured while trespassing;
2. for whom liability is assumed under any contract or agreement other than a contract signed as an entry to any type of race;
3. hired to work for or on behalf of any **insured**; or
4. 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 workers' or workmen's compensation law or migrant or seasonal workers law.

Admission of Liability
Any payment under this section is not an admission of liability by you or us.

Other Insurance
Coverage provided under **MEDICAL PAYMENTS** is excess over any other collectible insurance providing payments for medical or funeral expenses.

SPECIMEN

VEHICLE CONTACT PROTECTION

Coverage
We will pay those sums the **insured** is legally entitled to recover as damages for **bodily injury** from the owner or operator of an **uninsured/underinsured motor vehicle** as a result of physical contact between the **insured bicycle** and the **motor vehicle**.

This insurance applies only if:
1. the **insured** is operating or occupying the **insured bicycle** at the time of the physical contact; and
2. the **uninsured/underinsured motor vehicle** is not owned or operated by the **insured** or a **resident**.

No claim will be paid under **VEHICLE CONTACT PROTECTION** unless notice is given to us within one year of the date that you knew or should have known of a possible claim under this coverage.

The injured person must submit to an examination by a physician selected by us when and as often as we reasonably require.

Each person seeking payment under this coverage must:
1. provide us with written authorization for release to us copies of pertinent medical reports and records; and
2. provide information as required for compliance with the Federal Medicare, Medicaid and SCHIP Extension Act of 2007 (MMSEA).

Additional Definitions Used in **VEHICLE CONTACT PROTECTION** *Only*
Uninsured/underinsured motor vehicle means a land motor vehicle or trailer of any type:
1. to which no bodily injury liability bond or policy applies;
2. to which the sum of the limits of liability under all bodily injury liability bonds and insurance policies applicable to the **insured** after the **occurrence** is less than the applicable damages which the **insured** is legally entitled to recover;
3. which is a **hit-and-run motor vehicle**;
4. which is insured by a bodily injury liability bond or policy at the time of the **occurrence** but the company denies coverage or is, or becomes, insolvent within one year after the **occurrence**.

However, **uninsured/underinsured motor vehicle** does not include any vehicle or equipment:
1. owned by, furnished or available for the regular use of the **insured** or a **resident**;
2. owned or operated by a self-insurer under any applicable motor vehicle law;
3. owned by any governmental unit or agency;
4. operated on rails or crawler treads;
5. which is a farm type tractor or any equipment designed for use off public roads while not on public roads;
6. while located for use as a residence or premises.

Hit-and-run motor vehicle means a motor vehicle causing **bodily injury** to an **insured** after physical contact of such a motor vehicle with the **insured bicycle** when operated or occupied by the insured providing:
1. the identity of either the operator or owner of such vehicle is unknown;
2. you or someone on your behalf reports the accident to a police, peace or judicial officer within 24 hours;
3. you notify us within 30 days that you have had this accident caused by a **hit-and-run vehicle**.

What We Pay
We will pay no more than the limit for 'Vehicle Contact Protection' shown on the Declarations Page for all damages or losses resulting from any **occurrence**. This is the most we will pay regardless of the number of persons covered under this section, claims made, **bicycles** or premiums shown on the Declarations Page or the number of **bicycles** involved.

We will pay only after all other liability bonds or policies have been exhausted by judgments or payments. 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.

SPECIMEN

Exclusions
We will not pay for:
1. the direct or indirect benefit of any workers' compensation or disability benefits carrier or anyone qualifying as a self-insurer under a workers' compensation, disability benefits or similar law;
2. **bodily injury** to any person operating or occupying the **insured bicycle** without your permission;
3. damages sustained by an **insured** while operating or occupying a **bicycle** owned or leased by **you** or a **resident**, but not insured for **VEHICLE CONTACT PROTECTION** under this policy;
4. damages sustained by an **insured** while occupying a motor vehicle;
5. punitive or exemplary damages; or
6. damages where there is no evidence of physical contact between the **insured bicycle** and the motor vehicle.

Trust Agreement
When we pay you damages under this insurance, you or your legal representative must agree in writing to repay us out of any damages recovered from anyone responsible for your injuries. You or your legal representative must also agree in writing to hold in trust and preserve for us all rights of recovery.

At our request, you must take any necessary action to recover the payments we've made under this insurance. You must do so in your own name and through a representative we select. Expenses of recovery will be repaid to us out of any damages recovered.

This Policy is signed at the Home Office of the company by its president and secretary.

MARKEL AMERICAN INSURANCE COMPANY
Glen Allen, Virginia

Linda S. Rotz
Secretary

F. Michael Crowley
President

SPECIMEN

Administrative Office:
P.O. Box 906
Pewaukee, WI 53072-0906
800-236-2862