

# CYCLE FORM

## TABLE OF CONTENTS

POLICY.....1	Limits Of Liability.....7
AGREEMENT.....1	Other Insurance.....7
DUTIES AFTER AN ACCIDENT OR LOSS.....1	Payment Of Loss.....7
Notify Us.....1	Loss Payable Clause.....8
Other Duties.....1	No Benefit To Bailee.....8
DEFINITIONS.....2	<b>PART III - PERSONAL PROPERTY .....8</b>
<b>PART I - LIABILITY COVERAGE.....3</b>	<b>COVERAGE</b>
Definitions.....3	Definitions.....8
Insuring Agreement.....3	Insuring Agreement.....8
Additional Payments.....4	Exclusions.....8
Exclusions.....4	Limits Of Liability.....8
Limits Of Liability.....5	<b>GENERAL CONDITIONS.....8</b>
Other Insurance.....5	Assignment.....8
Out Of State Coverage.....5	Bankruptcy.....8
Conformity With Financial Responsibility .....5	Changes And Premium.....8
Laws	Concealment Or Fraud.....9
<b>PART II - CYCLE DAMAGE COVERAGE.....6</b>	Our Recovery Rights.....9
Definitions.....6	Policy Period.....9
Insuring Agreement.....6	Suit Against Us.....9
Exclusions.....6	Terms Of Policy Conform To Law.....9
	Choice Of Law.....9
	Territory.....9

### POLICY

This policy is a legal contract between **you** and **us**. **Your** policy consists of the **DECLARATIONS**, the **CYCLE FORM**, all **ENDORSEMENTS**, and **your** **INSURANCE APPLICATION**. The policy details the rights and duties of **you** and **us**. **READ YOUR POLICY CAREFULLY.**

### AGREEMENT

**We** agree with **you**, in return for **your** premium payment, to insure **you** subject to all the terms of this policy.

### DUTIES AFTER AN ACCIDENT OR LOSS

**We** have no duty to provide coverage unless there has been full compliance with the following:

- A. **Notify Us**  
**You** or any person claiming coverage under this policy must promptly tell **us** all known details about the claim including but not limited to:
  1. the time and place; and
  2. the name and address of each:
    - a. injured person; and
    - b. witness.
- B. **Other Duties**
  1. Each person claiming any coverage of this policy must:
    - a. assist and cooperate with **us** in any matter concerning a claim or suit.
    - b. promptly send **us** any legal papers relating to any claim or suit.
    - c. attend hearings, depositions, trials, and other legal proceedings.
    - d. when asked, assist **us** in:
      - (1) securing and giving evidence; and
      - (2) getting witnesses to attend hearings, depositions, trials, and other legal proceedings.
    - e. have a medical or other exam at **our** expense by a doctor or professional **we** select as often as **we** may reasonably ask.
    - f. authorize **us** to obtain medical, employment, vehicle, legal, and other records and documents **we** request, as often as **we** reasonably ask, and permit **us** to make copies. If the holder of the records and documents refuses to provide them to

- us** despite the signed authorization, the person who signed the authorization must contact the holder and authorize them to provide the records and documents directly to **us**.
- g. give **us** a completed, signed, sworn, proof of loss within 60 days after **we** request it. This proof of loss must be accurate and contain the information requested on the form **we** furnish.
  - h. give **us** written and recorded statements, and answer questions under oath when asked by any person **we** name, as often as **we** reasonably ask, and sign copies of the answers. At **our** option, examinations under oath may be conducted separately of each person, with only legal representation and those **we** designate present.
  - i. promptly report the accident or loss as required by law to the local authorities where the accident or loss occurred.
  - j. let **us** inspect any vehicle involved in the accident or loss before it is repaired, disposed of, or **you** give up control.
2. Each person claiming any coverage of this policy must not:
    - a. make any agreement or promise that would be binding on **us**; or
    - b. except at their own expense:
      - (1) make any payment or assume any obligation to others; or
      - (2) incur any cost, other than first aid to others.
  3. Each person claiming Part II - Cycle Damage Coverage must also:
    - a. take reasonable steps after loss to protect the vehicle and its equipment from further loss. **We** will pay fair expenses for such steps.
    - b. promptly report any theft to the local authorities where the theft occurred.
    - c. let **us** inspect and appraise the damaged vehicle before it is repaired, disposed of, or **you** give up control.

## DEFINITIONS

The following definitions apply throughout the policy. Defined terms are in bold type and have the same meaning whether in the singular, plural, or any other form.

When used in the policy, the words own, owned, owner, or ownership include the leasing of a motor vehicle under a written agreement of at least six months.

A. **Additional vehicle** means a **cycle** that meets all of the following criteria:

1. **you** own it in addition to the vehicles shown in the **Declarations**;
2. **you** acquire it during the policy period;
3. **you** ask **us** to insure it within 14 days after **you** become the owner;
4. **you** pay **us** the additional premium due; and
5. **you** insure all of **your** other **cycles** with **us**.

The **additional vehicle** will have any coverage **we** now provide **you** for any of **your cycles**. A vehicle **you** own, that is not shown in the **Declarations** or does not meet the definition of **additional vehicle** or **replacement vehicle**, will have no coverage.

If none of the vehicles shown in the **Declarations** carry Comprehensive or Collision coverage, **we** will provide this coverage for the first 5 days **you** own the **additional vehicle**, including the day **you** become the owner. **We** will apply a \$500 deductible.

B. **American Family Insurance Group** means:

1. American Family Mutual Insurance Company;
2. American Standard Insurance Company of Wisconsin;
3. American Family Insurance Company;

4. American Standard Insurance Company of Ohio; and
5. any affiliates or subsidiaries of B.1., B.2., B.3., or B.4. above.

C. **Bodily injury** means physical injury, sickness, disease, or death of any person.

D. **Cycle** means:

1. a two-wheeled motorcycle, motor bike, moped or motor scooter; or
2. a three-wheeled vehicle designed and licensed for use on public roads.

E. **Declarations** means the pages showing **your** coverage, limits, vehicles, premiums, and other information for this policy.

F. **Domestic partner** means a person in a partnership or civil union:

1. recognized under the laws of the **state** for which this policy is issued;
2. that grants equivalent rights and responsibilities to its members as those granted to a spouse under **state** law; and
3. has been registered with or filed with the **state** or local government entity responsible for recording such partnerships or civil unions.

When used in the policy, the word spouse includes a **domestic partner**.

G. **Endorsement** means a form that changes, adds, reduces, or removes the terms, conditions, or coverage of this policy.

- H. **Occupying** means:
1. in, on, getting into or out of; and
  2. in physical contact with.
- I. **Property damage** means physical damage to or destruction of tangible property. This includes resulting loss of its use.
- J. **Relative** means a person who resides in **your** household, related to **you** by blood, marriage, domestic partnership or adoption. This includes a court-declared ward or foster child. It excludes any person who, or whose spouse, owns or insures a **cycle** other than **your insured cycle**.
- K. **Replacement vehicle** means a **cycle** that meets all of the following criteria:
1. **you** own it;
  2. it replaces a vehicle, shown in the **Declarations**, that **you** no longer own;
  3. **you** acquire it during the policy period;
  4. **you** ask **us** to insure it within 14 days after **you** become the owner; and
  5. **you** pay **us** the additional premium due.
- The **replacement vehicle** will have the same coverage as the vehicle it replaced.
- If the **replacement vehicle** is not otherwise afforded Comprehensive or Collision coverage, **we** will provide this coverage for the first 5 days **you** own the **replacement vehicle**, including the day **you** become the owner. **We** will apply a \$500 deductible.
- L. **State** means any state, territory, or possession of the United States of America, or any province or territory of Canada.
- M. **Temporary substitute vehicle** means any **cycle** or **trailer**:
1. that **you** do not own; and
  2. that is used with permission and within the scope of permission of the owner or the person in lawful possession of the **cycle** or **trailer**; and
  3. while used as a substitute for any vehicle shown in the **Declarations** which is out of normal use for a reasonable amount of time because of its:
    - a. breakdown;
    - b. repair;
    - c. servicing;
    - d. loss; or
    - e. destruction.
- The **temporary substitute vehicle** will have the same coverage as the vehicle withdrawn from use.
- N. **Trailer** means a vehicle designed to be towed by a **cycle**. This includes a side car. It does not mean:
1. a farm wagon while used to carry persons.
  2. a trailer or mechanical device towed by a motor vehicle and used in a business or occupation other than farming or ranching.
  3. a vehicle, other than a trailer, being towed.
- O. **Vehicle business** means the business of selling, renting, leasing, repairing, servicing, transporting, delivering, testing, road testing, customizing, storing, or parking vehicles.
- P. **We, us, and our** mean the company shown in the **Declarations** which provides this insurance.
- Q. **You and your** mean the named insured shown in the **Declarations** or spouse, if living in the same household.
- R. **Your insured cycle** means:
1. any vehicle shown in the **Declarations** unless **you** no longer own it.
  2. a **temporary substitute vehicle**.
  3. a **replacement vehicle**.
  4. an **additional vehicle**.
  5. any **trailer**:
    - a. that **you** own; or
    - b. while attached to a vehicle described in R.1., R.2., R.3., or R.4. above.

## PART I - LIABILITY COVERAGE

Part I - Liability Coverage applies if Bodily Injury Liability and Property Damage Liability are shown in the **Declarations**.

- A. Definitions
- As used in Part I - Liability Coverage, the following definition is added:
- Insured person** means:
1. **you** or a **relative** for the ownership, maintenance, or use of:
    - a. **your insured cycle**;
    - b. a **cycle**; or
    - c. a **trailer**.
  2. any person, other than a **relative**, while using **your insured cycle** with **your** permission and within the scope of **your** permission.
  3. any other person or organization, but only for legal liability for acts or omissions of:
    - a. any person covered under this Part while using **your insured cycle**.
    - b. **you** or any **relative** covered under this Part while using any **cycle** or **trailer** other than **your insured cycle**. This other **cycle** or **trailer** must not be owned or hired by that person or organization.
- B. Insuring Agreement
- We** will pay compensatory damages an **insured person** is legally liable for because of **bodily injury** or **property damage** as a result of a **cycle** accident.

**We** will defend any suit or settle any claim for damages payable under this policy as **we** think proper. **WE WILL NOT DEFEND ANY CLAIM OR SUIT AFTER OUR LIMIT OF LIABILITY HAS BEEN OFFERED OR PAID.**

#### C. Additional Payments

**We** will pay, in addition to **our** limit of liability:

1. all costs **we** incur in the settlement of any claim or defense of any suit.
2. prejudgment and postjudgment interest on damages awarded in any suit **we** are obligated to pay. **We** will only pay interest on **our** portion of the damages that is within **our** limit of liability. **We** will not pay any prejudgment interest that accrues after **we** make an offer to pay **our** limit. **We** will not pay any postjudgment interest that accrues after **we** pay, tender or deposit in court the amount **we** are obligated to pay. **We** will not pay interest on any of the following:
  - a. punitive or exemplary damages;
  - b. multiple damages;
  - c. fines, penalties, or court-ordered restitution; or
  - d. attorney's fees related to C.2.a., C.2.b., or C.2.c. above, whether awarded or statutorily mandated.
3. premiums on bonds requested by **us** in any suit **we** defend. But **we** will not pay the premium for bonds over **our** limit of liability. **We** need not apply for or furnish any bond.
4. charges up to \$250 for a bail bond required due to a **cycle** accident, including related traffic law violations, causing **bodily injury** or **property damage** covered by this Part. **We** need not apply for or furnish such a bond.
5. at **your** request, and upon receipt of proof, loss of wages or salary up to \$250 a day, but not other income, when **we** ask **you** to attend trials or hearings.
6. expenses incurred by an **insured person** for first aid to others at the time of an accident involving **your insured cycle**.
7. any other reasonable expenses incurred at **our** request.

#### D. Exclusions

This coverage does not apply to:

1. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of a vehicle used to carry persons for a charge. This exclusion does not apply to shared-expense ride pools or the charitable carrying of persons.
2. **bodily injury** or **property damage** caused intentionally or at the direction of an **insured person**, even if the actual injury or damage is different from the injury or damage that was expected or intended.
3. **bodily injury** or **property damage** arising out of **your** or a **relative's** use of a vehicle, other than **your insured cycle**, without the

permission or outside the scope of the permission of the owner of the vehicle or the person in lawful possession of it.

4. **bodily injury** or **property damage** when a person is eligible to be covered under nuclear energy liability insurance. This exclusion applies even if that insurance is exhausted or is not in force.
5. **bodily injury** to any person to whom benefits are required to be provided or are voluntarily provided by any **insured person** under any:
  - a. workers' compensation law; or
  - b. disability benefits law; or any similar law.
6. **bodily injury** or **property damage** arising out of the ownership of or employment in any **vehicle business**. But this exclusion does not apply to the ownership, maintenance, or use of **your insured cycle** by:
  - a. **you**;
  - b. a person related to **you** and residing in **your** household; or
  - c. any partner or employee of **you** or a **relative**.
7. damage to property owned by, in the charge of, or transported by any **insured person**. This exclusion does not apply to damage to a car owned by **your** or a **relative's** employer if the damage is caused by an **insured person** operating **your insured cycle**. The employer cannot be **you**, a **relative**, or a business owned by or controlled by **you** or a **relative**.
8. damage to property rented to an **insured person** except a residence or private garage.
9. **bodily injury** or **property damage** arising out of the ownership, maintenance, or use of any vehicle which is owned by or furnished or available for regular use by **you** or the person claiming Part I - Liability Coverage under this policy.

This exclusion does not apply to a vehicle that is:

  - a. shown in the **Declarations** with Part I - Liability Coverage under this policy;
  - b. a **replacement vehicle** that replaces a vehicle shown in the **Declarations** with Part I - Liability Coverage under this policy;
  - c. a **temporary substitute vehicle** used as a substitute for a vehicle shown in the **Declarations** with Part I - Liability Coverage under this policy; or
  - d. an **additional vehicle** if there is a vehicle shown in the **Declarations** with Part I - Liability Coverage under this policy.
10. **bodily injury** to:
  - a. any person injured while operating **your insured cycle**;
  - b. **you** or any person related to **you** and residing in **your** household; or

- c. any person related to the operator and residing in the household of the operator.
  - 11. **bodily injury** or **property damage** occurring while **your insured cycle** is rented or leased to others.
  - 12. **bodily injury** or **property damage** occurring while using a vehicle:
    - a. to participate in, prepare for, or practice for any spontaneous, organized or agreed-upon contest or demonstration involving:
      - (1) racing;
      - (2) high performance driving;
      - (3) hill-climbing;
      - (4) jumping;
      - (5) demolition;
      - (6) off-roading;
      - (7) stunts;
      - (8) speed; or
    - b. at a track or course designed or used for any of the activities listed in 12.a.(1) - 12.a.(8) above.
  - 13. **bodily injury** arising out of any actual or alleged transmission of, or exposure to, any communicable disease, bacteria, fungi, algae, parasite, virus, or other organism.
  - 14. any of the following:
    - a. punitive or exemplary damages;
    - b. multiple damages;
    - c. fines, penalties, or court-ordered restitution; or
    - d. attorney's fees related to D.14.a., D.14.b. or D.14.c. above, whether awarded or statutorily mandated.
  - 15. any obligation for which the United States Government is liable.
  - 16. **bodily injury** or **property damage** due to any **insured person's** operation of a vehicle as an employee of the United States Government when the provisions of the Federal Tort Claims Act apply.
- E. Limits Of Liability
1. The limits of liability shown in the **Declarations** apply, subject to the following:
    - a. the **bodily injury** liability limit for "each person" is the maximum for all damages sustained by all persons as the result of **bodily injury** to one person in any one occurrence, including damages for care, loss of consortium, and loss of services.
    - b. subject to the **bodily injury** liability limit for "each person", the **bodily injury** liability limit for "each occurrence" is the maximum for all damages sustained by all persons as the result of **bodily injury** to two or more persons in any one occurrence.
    - c. the **property damage** liability limit for "each occurrence" is the maximum for all damages to all property in any one occurrence.
  2. The maximums stated in E.1. are the most **we** will pay for any one occurrence regardless of the number of:
    - a. vehicles covered by this policy;
    - b. premiums paid;
    - c. **insured persons**;
    - d. claims made;
    - e. claimants;
    - f. vehicles involved in the accident; or
    - g. policies involved.
  3. Subject to E.2., the limits of liability shown in the **Declarations** for a vehicle may not be added, combined, or stacked with the limits shown in the **Declarations** for any other vehicle to determine the maximum limits available for each person or for each occurrence no matter how the premium is displayed.
  4. Subject to E.1., E.2., and E.3., when **you** or a **relative** are not using **your insured cycle**, and there is liability coverage for a loss covered by this Part under more than one policy issued to **you** by one or more members of the **American Family Insurance Group**, the amount that will be paid for damages arising from such loss will not exceed the single highest limit of liability of any one of these policies.
  5. A vehicle and its attached **trailer** are considered as one vehicle. The limits of liability will not be increased for an accident involving a vehicle and its attached **trailer**.
  6. No one will be entitled to duplicate payments for the same elements of loss. Any amount **we** pay under this Part to, for, or on behalf of an injured person will not be paid again under any other coverage applicable to the loss so that there is not a duplication of payment.
- F. Other Insurance
- If there is other liability insurance for a loss covered by this Part I - Liability Coverage, **we** will pay **our** share according to this policy's proportion of the total of all liability limits. But, any insurance provided under this Part for a vehicle **you** do not own is excess over any other collectible liability insurance.
- G. Out Of State Coverage
- This **cycle** liability insurance conforms to any motor vehicle liability insurance law to which an **insured person** is subject by using a **cycle** in any **state**. But any broader coverage so afforded will be reduced to the extent that other **cycle** liability insurance applies.
- H. Conformity With Financial Responsibility Laws
- When **we** certify this policy as proof under any financial responsibility law, it will comply with the law to the extent of the coverage required. **You** agree to repay **us** for any payment **we** would not have had to make except for this agreement.

## PART II - CYCLE DAMAGE COVERAGE

### A. Definitions

As used in Part II - Cycle Damage Coverage, the following definitions are added:

1. **Customization** means:

- a. **trailers**;
- b. equipment;
- c. devices;
- d. accessories; and
- e. enhancements;

that change the internal or external appearance or performance of **your insured cycle** from what was installed by the original manufacturer at the time of production. These items must be permanently installed in or designed to become a part of **your insured cycle**.

2. **Loss** means direct and accidental damage to or theft of **your insured cycle** and its equipment, including **customization**. **Loss** does not mean any difference in:

- a. the market value of **your insured cycle** immediately prior to the **loss**; and
- b. the market value of **your insured cycle** after repairs from the **loss** are completed.

### B. Insuring Agreement

**We** will pay for **loss**, less the deductible, if coverage is shown in the **Declarations** for:

1. Comprehensive Coverage

**We** will pay for **loss** not caused by collision. **We** also pay for **loss** caused by breakage of glass, fire, explosion, and colliding with a bird, animal, missile, or falling object.

2. Collision Coverage

**We** will pay for **loss** due to the collision of **your insured cycle** with another object, or upset of **your insured cycle**.

Colliding with a bird, animal, missile, or falling object are not **losses** covered by Collision.

The first \$100 of **your** deductible will not apply to a **loss** caused by a collision of **your insured cycle** with another vehicle:

- a. insured by the **American Family Insurance Group**; and
- b. not owned by you.

Only the highest applicable deductible will apply to a **loss** caused by a collision of **your insured cycle** with another vehicle:

- c. insured by the **American Family Insurance Group**; and
- d. owned or insured by **you**.

### C. Exclusions

This coverage does not apply to:

1. **loss** while **your insured cycle** is used to carry persons for a charge. This exclusion does not apply to shared-expense ride pools or the charitable carrying of persons.

2. **loss** caused by:

- a. war (declared or undeclared);
  - b. civil war;
  - c. insurrection;
  - d. rebellion or revolution;
  - e. nuclear reaction;
  - f. radiation;
  - g. radioactive contamination;
- or their consequences.

3. **loss** to electronic equipment not permanently installed in or affixed to the vehicle. These include but are not limited to:

- a. mobile phones or mobile communication devices;
- b. global positioning systems (GPS);
- c. satellite radios;
- d. compact disc (CD) players;
- e. digital video disc (DVD) players;
- f. games or game systems;
- g. e-book readers;
- h. media players;
- i. computers; or
- j. TVs.

4. **loss** to items used to store audio, video, or other data or to the content stored on them.

5. **loss** to a **trailer** not owned by **you**.

6. **loss** confined to:

- a. wear and tear;
- b. freezing or thawing;
- c. mechanical or electrical breakdown or failure;
- d. road damage to tires if only the tires are damaged;
- e. rust or corrosion;
- f. continuous or repeated seepage or leakage of water; or
- g. wet or dry rot.

But coverage does apply if the **loss** results from the total theft of **your insured cycle**.

7. **loss** occurring while using a vehicle:

- a. to participate in, prepare for, or practice for any spontaneous, organized or agreed-upon contest or demonstration involving:
  - (1) racing;
  - (2) high performance driving;
  - (3) hill-climbing;
  - (4) jumping;
  - (5) demolition;
  - (6) off-roading;
  - (7) stunts;
  - (8) speed; or

- b. at a track or course designed or used for any of the activities listed in 7.a.(1) - 7.a.(8) above.
- 8. **loss** while **your insured cycle** is rented or leased to others.
- 9. **loss** due to:
  - a. the seizure of **your insured cycle** by any governmental authority.
  - b. the acquisition of a stolen vehicle.
  - c. conversion or embezzlement by any person who has the vehicle due to any consignment, rental, lease, lien, or sales agreement.
  - d. **you** or the titleholder voluntarily parting with **your insured cycle** under an actual or presumed sales agreement.
- 10. **loss** to any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to disrupt or interfere with speed measurement equipment.
- 11. **loss** while **your insured cycle** is in the care, custody or control of anyone for the purpose of sale.
- 12. **loss** to any:
  - a. tools;
  - b. clothing;
  - c. headgear; or
  - d. personal effects.
- 13. **loss** caused intentionally or at the direction of **you** or a **relative**, even if the actual damage is different from the damage that was expected or intended.
- 14. **loss** to any vehicle, other than **your insured cycle**.
- 15. **loss** under Comprehensive Coverage to any **cycle** which is owned by, or furnished or available for regular use by **you** or a resident of **your** household if Comprehensive is not shown for that vehicle in the **Declarations**.
- 16. **loss** under Collision Coverage to any **cycle** which is owned by, or furnished or available for regular use by **you** or a resident of **your** household if Collision is not shown for that vehicle in the **Declarations**.

D. Limits Of Liability

- 1. Subject to D.2. through D.6. below, **our** limit of liability for **loss** will not exceed the lesser of:
  - a. the actual cash value of the stolen or damaged covered property; or
  - b. the amount necessary to repair or replace the stolen or damaged covered property.
 There is no coverage for any difference in:
  - c. the market value of **your insured cycle** immediately prior to the **loss**; and
  - d. the market value of **your insured cycle** after repairs from the **loss** are completed.
- 2. The amount necessary to repair or replace the stolen or damaged covered property is determined by one of the following:

- a. the amount agreed to by **you** and **us**;
  - b. a competitive bid approved by **us**; or
  - c. an estimate based upon prevailing competitive prices. Prevailing competitive prices, as determined by **us**, are those generally charged by repair shops in the area where **your insured cycle** is to be repaired. Upon **your** request, **we** will identify repair shops that will do the repairs at that price.
- 3. For **customization**, **we** will pay no more than \$3,000 unless a higher limit is shown in the **Declarations** for that vehicle. The value of any **customization** that exceeds the limit of liability for **customization** will not apply towards the deductible.
  - 4. An adjustment for depreciation and physical condition will be made in determining actual cash value.
  - 5. If a repair or replacement results in betterment of the part, **we** will not pay for the amount of the betterment.
  - 6. No one will be entitled to duplicate payments for the same elements of **loss**. Any amount **we** pay under this Part applies against any other coverage applicable to the **loss** so that there is not a duplication of payment.

E. Other Insurance

If there is other insurance that applies to a **loss** covered by this Part, **we** will pay **our** share according to **our** proportion of the total of all such limits. But any insurance provided under this Part for a **temporary substitute vehicle** is excess over any other collectible insurance for that **loss**.

F. Payment Of Loss

- 1. **We** may pay the **loss** in money, or repair or replace, stolen or damaged covered property. **We** may, at any time before the **loss** is paid or the property is replaced, return any stolen property either to **you** or to the address shown in the **Declarations**, with payment for the damage. **We** may keep all or part of the property at the agreed or appraised value.
- 2. **You** or **we** may demand appraisal of the **loss**. Each will appoint and pay a competent and impartial appraiser and will equally share other appraisal expenses. Each appraiser will state separately the actual cash value and the amount of **loss**. An award in writing by any two appraisers will determine the amount payable. The appraisers, or a judge of a court having jurisdiction, will select an umpire to decide any differences.
- 3. At **our** option, **we** will pay to repair **your insured cycle** or replace its damaged parts with parts furnished either by original equipment manufacturers or non-original equipment manufacturers. Those parts may be new, reconditioned, remanufactured or used.

G. **Loss Payable Clause**

Subject to D. Limits Of Liability, **loss** or damage will be paid to cover the interest of the lienholder unless invalidated by fraudulent acts or omissions of:

1. **you**;
2. a **relative**;
3. the titleholder; or
4. the lienholder.

**We** have the right to cancel this policy as shown in the Cancellation and Nonrenewal **endorsement**. Cancellation will terminate this agreement with respect to the lienholder's interest. When **we** cancel, **we** will give the lienholder at least 10 days notice. When **we** pay the lienholder, **we** are entitled to the lienholder's rights of recovery to the extent of **our** payment.

H. **No Benefit To Bailee**

Cycle Damage Coverage will not directly or indirectly benefit any carrier or other bailee for hire.

### PART III - PERSONAL PROPERTY COVERAGE

A. **Definitions**

1. The definitions of the terms **customization** and **loss** in Part II - Cycle Damage Coverage also apply to Part III - Personal Property Coverage.
2. **Safety riding apparel** means helmets and clothing designed, manufactured, marketed, and sold specifically to minimize injury resulting from **cycle** accidents.

B. **Insuring Agreement**

If there is a Comprehensive or Collision **loss** covered by this policy, **we** will pay the cost to repair or replace covered personal property stolen or damaged in that **loss**, including **safety riding apparel**. The property must be owned by **you** or a **relative**.

C. **Exclusions**

This coverage does not apply to:

1. theft of or damage to personal property not caused by or resulting from a covered **loss**.
2. theft of or damage to property used in a business.
3. damage to personal property not in or on **your insured cycle** at the time of **loss**. **Safety riding apparel** being worn while riding will be considered on **your insured cycle**.
4. theft of personal property in or on **your insured cycle**, including **safety riding apparel**, unless **your insured cycle** is stolen in its entirety.

5. any device designed or used to detect speed measuring equipment such as radar or laser detectors, or any jamming apparatus intended to disrupt or interfere with speed measurement equipment.
6. **customization**.
7. pets, animals, birds, or fish.
8. property illegally obtained or created.
9. illegal substances or drugs.
10. watercraft or motorized vehicles.
11. accounts, personal records, deeds, or manuscripts.
12. currency, coins, bank notes, bullion, contracts or evidences of debt, securities, tokens or tickets, or stamps.

D. **Limits Of Liability**

1. **We** will pay no more than \$1,000 in any one **loss** to replace damaged or stolen **safety riding apparel** under this Part.
2. **We** will pay no more than \$200 in any one **loss** to repair or replace damaged or stolen personal property, other than **safety riding apparel**, under this Part.
3. **We** will not apply a deductible.
4. No one will be entitled to duplicate payments for the same elements of **loss**. Any amount **we** pay under this Part applies against any other coverage applicable to the **loss** so that there is not a duplication of payment.

### GENERAL CONDITIONS

A. **Assignment**

Interest in this policy may be assigned only with **our** written consent. But, if the named insured shown in the **Declarations** or the spouse living in the same household dies, the policy will cover:

1. the surviving spouse;
2. the legal representative of the deceased person while acting within the scope of duties of a legal representative; or
3. any person with proper custody of **your insured cycle** until a legal representative is appointed.

B. **Bankruptcy**

Bankruptcy or insolvency of an insured has no effect on **our** policy obligations.

C. **Changes And Premium**

1. This policy includes all the agreements between **you** and **us**. No change or waiver may be made to this policy except by **endorsement**, a new **Declarations**, or a new policy issued by **us**.
2. **You** must promptly notify **us** of any change in any of the following:
  - a. **your** mailing or residence address;



- b. the address where **your insured cycle** is kept;
  - c. regular drivers of **your insured cycle**;
  - d. non-drivers who are members of **your household**;
  - e. how **your insured cycle** is used;
  - f. **your** acquisition of an **additional vehicle** or a **replacement vehicle**; or
  - g. change in ownership of a vehicle shown in the **Declarations**.
3. Any facts known by **our** agent are facts known by **us**.
4. The premium for each period of this policy is determined by information **we** received from **you** or other sources and the rates in effect at the start of that policy period. If there is any change during the policy period, **we** may adjust **your** premium on a pro rata basis. **We** may make the adjustment as of the date of the change.
5. **You** may be charged a fee when:
- a. **you** pay less than the full amount due;
  - b. **your** payment is late; or
  - c. **your** bank does not honor **your** check or electronic payment.
- Please refer to **your** billing notice for fee amounts.
6. This policy will provide any broadened coverage added without charge during the policy period when it applies in **your state**. This does not apply to any changes made with a general program revision that includes both broadenings and restrictions in coverage.
- D. **Concealment Or Fraud**  
 This policy was issued in reliance upon the information and warranties in **your** insurance application.  
 With respect to all insureds, this entire policy is void if, before or after a loss, any insured has:
- 1. concealed or misrepresented any material fact or circumstance;
  - 2. engaged in fraudulent conduct; or
  - 3. made false statements;
- relating to this insurance or any claim under this policy.
- E. **Our Recovery Rights**  
 Unless prohibited by law, **we** are entitled to all the rights of recovery of the person to or for whom **we** made payment. That person must:

- 1. sign and deliver to **us** any legal papers relating to that recovery;
- 2. do whatever else is needed to help **us** exercise those rights; and
- 3. do nothing after loss to harm **our** rights.

When **we** make a payment under this policy to or for any person who also collects from another, the amount collected from the other will be repaid to **us** to the extent of **our** payment.

**Our** right to recover will apply only after that person has been fully compensated for a loss.

F. **Policy Period**

Each policy period will begin and end at 12:01 A.M., Standard Time at **your** address as shown in the **Declarations**.

This policy may be continued by the payment of the required premium on or before the effective date of each policy period. If the premium is not paid when due, this policy will terminate at the end of the last policy period for which the premium was paid.

G. **Suit Against Us**

**We** may not be sued unless all the terms of this policy are complied with. **We** may not be sued under Part I - Liability Coverage until the obligation to pay, of a person **we** insure, is finally determined either by judgment against that person at the actual trial or by written agreement of that person, the claimant, and **us**. No person or organization has any right under this policy to bring **us** into any action to determine the liability of a person **we** insure.

H. **Terms Of Policy Conform To Law**

Terms of this policy which are in conflict with the laws of the **state** for which this policy is issued are changed to conform to those laws.

I. **Choice Of Law**

Any disputes as to the coverage provided or the provisions of this policy will be governed by the laws of the **state** shown in the **Declarations** as **your** residence.

J. **Territory**

This policy covers only **cycle** accidents, occurrences, and losses that occur:

- 1. within the United States of America, any territory or possession of the United States of America, and any province or territory of Canada, or between their ports; and
- 2. during the policy period.

**Our** President and Secretary sign this policy at Madison, Wisconsin on **our** behalf. If **state** law requires, **our** authorized representative countersigns the **Declarations**.

[  ] [  ]  
President Secretary

**Declarations** are part of this policy.  
This is not a complete and valid contract without **Declarations**.

SPECIMEN