



**WE'VE GOT
YOU COVERED!**

VOOM



*Note that this policy is provided for demonstration purposes only.
You don't have real insurance coverage from Voom.*



Dear Policyholder:

Thank you for choosing Markel motorcycle insurance. Please review the enclosed policy documents to make sure everything is correct. **Your insurance cards can be found on the last page of this packet.**

If you have any questions or need assistance with your policy, please call 1-650-332-9128 to speak with a customer service representative.

Thank you for trusting Markel for your motorcycle insurance protection.

IMPORTANT INFORMATION - MAY IMPACT YOUR PREMIUM

If you've chosen to reject certain coverages or select certain limits, your policy documents will contain forms that you are required to sign and return confirming your selections. Please look for these forms in your policy documents. If you do not find any forms requiring your signature **or if you already signed these forms electronically, no further action is required.**

If you have any questions or need assistance completing these forms, please contact us at the phone number listed on your policy documents.





**MARKEL AMERICAN INSURANCE COMPANY
MARKEL INSURANCE COMPANY
PRIVACY NOTICE**

U. S. Consumer Privacy Notice

Rev. 1/1/2020

| | |
|-------|--|
| FACTS | WHAT DOES MARKEL GROUP OF COMPANIES REFERENCED BELOW (INDIVIDUALLY OR COLLECTIVELY REFERRED TO AS "WE", "US", OR "OUR") DO WITH YOUR PERSONAL INFORMATION? |
| Why? | In the course of Our business relationship with you, We collect information about you that is necessary to provide you with Our products and services. We treat this information as confidential and recognize the importance of protecting it. Federal and state law gives you the right to limit some but not all sharing of your personal information. Federal and state 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? | <p>The types of personal information We collect and share depend on the product or service you have with Us. This information can include:</p> <ul style="list-style-type: none"> • your name, mailing and email address(es), telephone number, date of birth, gender, marital or family status, identification numbers issued by government bodies or agencies (i.e.: Social Security number or FEIN, driver's license or other license number), employment, education, occupation, or assets and income from applications and other forms from you, your employer and others; • your policy coverage, claims, premiums, and payment history from your dealings with Us, Our Affiliates, or others; • your financial history from other insurance companies, financial organizations, or consumer reporting agencies, including but not limited to payment card numbers, bank account or other financial account numbers and account details, credit history and credit scores, assets and income and other financial information, or your medical history and records. <p>Personal information does not include:</p> <ul style="list-style-type: none"> • publicly-available information from government records; • de-identified or aggregated consumer information. <p>When you are no longer Our customer, We continue to share your information as described in this Notice as required by law.</p> |
| How? | All insurance companies need to share customers' personal information to run their everyday business. In the section below, We list the reasons financial companies can share their customers' personal information; the reasons We choose to share; and whether you can limit this sharing. We restrict access to your personal information to those individuals, such as Our employees and agents, who provide you with insurance products and services. We may disclose your personal information to Our Affiliates and Nonaffiliates (1) to process your transaction with Us, for instance, to determine eligibility for coverage, to process claims, or to prevent fraud, or (2) with your written authorization, or (3) otherwise as permitted by law. We do not disclose any of your personal information, as Our customer or former customer, except as described in this Notice. |

| Reasons We can share your personal information | Do We share? | Can you limit this sharing? |
|--|--------------|-----------------------------|
| For Our everyday business purposes and as required by law – such as to process your transactions, maintain your account(s), respond to court orders and legal/regulatory investigations, to prevent fraud, 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 don't share |
| For Our Affiliates to market you | No | We don't share |
| For Nonaffiliates to market you | No | We don't share |
| Questions? Call (888) 560-4671 or email privacy@markel.com | | |

| Who We are | |
|--------------------------------------|---|
| Who is providing this Notice? | A list of Our companies is located at the end of this Notice. |

| What We do | |
|--|---|
| How do We protect your personal information? | We maintain reasonable physical, electronic, and procedural safeguards to protect your personal information and to comply with applicable regulatory standards. For more information, visit www.markel.com/privacy-policy . |
| How do We collect your personal information? | We collect your personal information, for example, when you <ul style="list-style-type: none"> • complete an application or other form for insurance • perform transactions with Us, Our Affiliates, or others • file an insurance claim or provide account information • use your credit or debit card We also collect your personal information from others, such as consumer reporting agencies that provide Us with information such as credit information, driving records, and claim histories. |
| Why can't you limit all sharing of your personal information? | Federal law gives you the right to limit only <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 State laws and individual companies may give you additional rights to limit sharing. See the Other Important Information section of this Notice for more on your rights under state law. |

| Definitions | |
|------------------------|--|
| Affiliates | Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Our Affiliates include member companies of Markel Group. |
| Nonaffiliates | Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> • Nonaffiliates that We can share with can include financial services companies such as insurance agencies or brokers, claims adjusters, reinsurers, and auditors, state insurance officials, law enforcement, and others as permitted by law. |
| Joint Marketing | A formal agreement between Nonaffiliated companies that together market financial products or services to you. <ul style="list-style-type: none"> • Our Joint Marketing providers can include entities providing a service or product that could allow Us to provide a broader selection of insurance products to you. |

| Other Important Information |
|---|
| For Residents of AZ, CT, GA, IL, ME, MA, MN, MT, NV, NJ, NC, OH, OR, and VA: Under state law, under certain circumstances you have the right to access and request correction, amendment or deletion of personal information that We have collected from or about you. To do so, contact your agent, visit www.markel.com/privacy-policy , call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We may charge a reasonable fee to cover the costs of providing this information. We will let you know what actions We take. If you do not agree with Our actions, you may send Us a statement. |
| For Residents of CA: You have the right to review, make corrections, or delete your recorded personal information contained in Our files. To do so, contact your agent, visit www.markel.com/privacy-policy , call (888) 560-4671, or write to Markel Corporation Privacy Office, 4521 Highwoods Parkway, Glen Allen, VA 23060. We do not and will not sell your personal information. For the categories of personal information We have collected from consumers within the last 12 months, please visit: www.markel.com/privacy-policy . |
| For Residents of MA and ME: You may ask, in writing, for specific reason, for an adverse underwriting decision. |
| Markel Group of Companies Providing This Notice: City National Insurance Company, Essentia Insurance Company, Evanston Insurance Company, FirstComp Insurance Company, Independent Specialty Insurance Company, National Specialty Insurance Company, Markel Bermuda Limited, Markel American Insurance Company, Markel Global Reinsurance Company, Markel Insurance Company, Markel International Insurance Company Limited, Markel Service, Incorporated, Markel West, Inc. (d/b/a in CA as Markel West Insurance Services), Pinnacle National Insurance Company, State National Insurance Company, Inc., Superior Specialty Insurance Company, SureTec Agency Services, Inc. (d/b/a in CA as SureTec Agency Insurance Services), SureTec Indemnity Company, SureTec Insurance Company, United Specialty Insurance Company, Inc. |



MARKEL AMERICAN INSURANCE COMPANY

CONSUMER NOTICE OF INSURANCE SCORING

To offer an accurate quote in connection with this application for insurance, we will review the unit owner's credit report or obtain or use a credit-based insurance score based on the information contained in that credit report. We may use a third party in connection with the development of the unit owner's insurance score. Future reports may be used to update or renew insurance.



MARKEL AMERICAN INSURANCE COMPANY

GLEN ALLEN, VIRGINIA

DECLARATIONS PAGE

| | | |
|--|---------------------------------------|---|
| POLICY NUMBER VMT00000001193 | PRODUCER CODE 20290-0000001 | EFFECTIVE DATE/TRANSACTION 01/28/2024 New |
|--|---------------------------------------|---|

| | |
|--|----------------------|
| POLICY PERIOD: FROM 01/28/2024 TO 01/28/2025 02:20 AM STANDARD TIME AT RESIDENCE PREMISES | TERM: 12 mos. |
|--|----------------------|

UNIT INFORMATION:

LOCATION: COLORADO SPRINGS, CO 80916
DESCRIPTION: 2016 HARLEY-DAVIDSON FLHTK ULTRA LIMITED VIN#: JH2HE01044K312410
RATING: OperatorDOB: 01/01/1970 Territory: CO-1 Symbol: 56 Homeowner: Yes
The following discounts/surcharges apply (not to exceed the maximum discount limit):
--Prompt Payment --Transfer --Motorcycle Endorsement --Automatic Card Payment --
Homeowner/Paid In Full --Safe Driver --LoJack® --Anti Lock Brakes --Driver Education/Safety Course

| | |
|---|--|
| INSURED NAME AND ADDRESS | PRODUCER NAME AND ADDRESS |
| JOHN DOE 7770 MILTON E PROBY PARKWAY COLORADO SPRINGS, CO 80916 | Skywatch Insurance Services, Inc. Icon Office, 3921 Fabian Way, Palo Alto, CA 94303 |
| | PRODUCER PHONE NO 888-871-2421 |

COVERAGE INFORMATION: This policy provides only the insurance for which a specific premium charge is indicated below, or which is indicated as included without specific charge either below or in your policy.

| COVERAGES | LIMITS OF LIABILITY Per Person/Per Accident | DEDUCTIBLES | FIXED PREMIUM | PER MILE* |
|-----------------------------------|--|-------------|---------------|-----------|
| BI/PD | \$100,000/\$300,000/\$50,000 | | \$51.48 | \$0.027 |
| UM/UIM Bodily Injury | \$50,000/\$100,000 | | \$169.92 | \$0.040 |
| Passenger Liability | \$100,000/\$300,000 | | \$6.60 | \$0.004 |
| Medical Payments | \$2,500 per person | | \$23.76 | \$0.013 |
| Collision - Actual Cash Value | | \$500 | \$190.44 | \$0.101 |
| Comprehensive - Actual Cash Value | | \$500 | \$36.00 | \$0.013 |

Included in above coverage: Accessory Package Up to \$3000 of Actual Cash Value Per Accident, subject to the comprehensive or collision deductible applicable to the loss.

MINIMUM EARNED PREMIUM: \$50.00 TOTAL UNIT PREMIUM: \$478.20 plus \$0.198 per mile

FORMS AND ENDORSEMENTS:
MAM5120-0407,MT4001-0201,MT4019-0108,MT4132-0710,MT4188-1208,MT4145-0708,RJ630-0197,MT4201-1208,MIL 1214 09 17,CRMC-1096

LIENHOLDER:

*** This portion of the premium is determined at the end of each billing cycle based on the applicable mileage.**

| | |
|--|--|
| Countersigned by: <i>John K Clark</i> | Countersignature date: 01/28/2024 |
|--|--|



MARKEL AMERICAN INSURANCE COMPANY
MARKEL INSURANCE COMPANY

MOTORCYCLE INSURANCE POLICY

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MOTORCYCLE INSURANCE POLICY

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AGREEMENT

In return for the premium payment and compliance with all applicable provisions of this policy, We agree to provide the insurance coverages You have selected as shown on the Declarations Page. The Declarations Page is part of this policy. This insurance applies only to Motorcycle Accidents and losses which occur while this policy is in force.

By accepting this policy, You agree that the statements on the Declarations Page and the application are Your agreements and representations. This policy is issued in reliance upon the truth of Your representations. It includes all agreements existing between You and Us or any of Our representatives.

DEFINITIONS

You and Your and Yourself means the insured named on the Declarations Page. It includes that insured's spouse if a resident of the same household.

We and Us and Our means the Company providing this insurance.

Motorcycle means a motorcycle, motor scooter or motorized bicycle.

Occupying means on, upon, getting in, on, out or off.

First Named Insured means the named insured listed first on the Declarations Page.

Bodily Injury means bodily injury to a person and sickness, disease or death which results from it.

Property Damage means damage to, or destruction of, property including loss of its use.

Passenger means any person, other than the driver of the Insured Motorcycle, while such person is Occupying or in a side car attached to the Insured Motorcycle.

Motorcycle Accident means an unexpected and unintended event that causes Bodily Injury or Property Damage and arises out of the ownership, maintenance or use of the Insured Motorcycle.

Motor Vehicle means a land motor vehicle designed for use on public roads. It includes cars and trailers. It also includes any other land motor vehicle while used on public roads.

Insured Motorcycle means any Motorcycle described on the Declarations Page or a replacement Motorcycle if You notify Us within 30 days of its acquisition.

Diminution of Value means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

PART I - LIABILITY COVERAGE

Liability Coverage

We agree to pay damages for Bodily Injury or Property Damage for which the law holds You responsible because of a Motorcycle Accident involving an Insured Motorcycle. We will settle or defend, as We consider appropriate, any claim or suit asking for these damages. Our obligation to settle or defend ends when the amount We pay for damages equals Our limit of liability for this coverage.

Additional Definitions Used In Part I Only

Your Insured Motorcycle, as used in this Part also means, in addition to that shown in the Definitions:

- A. A trailer, owned by You, which is specifically designed to be pulled behind a Motorcycle, only while it is attached to any Insured Motorcycle;
- B. A sidecar, owned by You, only while it is attached to any Insured Motorcycle.

An Insured Person means:

- A. A person related to You by blood, marriage or adoption who is a resident of Your household, including a ward or foster child.
- B. Anyone using, with Your permission or within the scope of Your permission, any Insured Motorcycle. They will have the same rights and obligations that You have under this insurance.
- C. Any person or organization legally responsible for the use of any Insured Motorcycle as long as such use is with Your permission. They will have the same rights and obligations that You have under this insurance.

Supplementary Payments

These payments are in addition to Our limit of liability for damages. We'll pay up to \$100 for bail bonds required of You because of a Motorcycle Accident. We don't have to apply for or furnish the bail bond.

If the person who sues You tries to tie up Your property by attachment, We'll arrange and pay for a bond to release the attachment. You'll have to pay the cost of the additional amount of the bond if the bond required is more than the limits of liability available to You.

If You lose a lawsuit that We're defending, We'll pay the court costs, including court costs if We decide to appeal. We'll also pay interest on the full amount of the judgment even if the judgment is higher than the limits of liability. And We'll pay this interest from the day the judgment is entered until We've offered the other party the amount of the judgment up to the full limits of liability available under this insurance.

We'll pay any reasonable expenses You might have for attending hearings, or a trial at Our request because of a lawsuit against You, and this includes up to \$50 per day for wages (but not other income) You actually lose when You miss work.

We'll pay Your expense for first aid to others at the scene of a Motorcycle Accident involving the Insured Motorcycle.

Exclusions

We do not provide liability coverage:

- A. For any Bodily Injury or Property Damage sustained by any Insured Person;
- B. For any person who is a Passenger on any Insured Motorcycle unless Passenger Liability coverage is shown on the Declarations Page. This exclusion does not apply in those states that mandate coverage for any passenger.
- C. For any person for Bodily Injury to an employee of that person arising out of and in the course of employment. Coverage does apply to a domestic employee unless benefits are payable or required to be provided under any workers' compensation, disability benefits or other similar law;
- D. For any person for Bodily Injury to a fellow employee of that person injured in the scope and course of his or her employment;
- E. For Bodily Injury or Property Damage caused intentionally by, or at the direction of, and substantially certain to follow from the act of an Insured Person;
- F. For any person's liability arising out of the ownership, maintenance or use of any Insured Motorcycle while it is being used to carry persons or property for compensation or a fee;
- G. While any Insured Motorcycle is being used in, or in preparation for, any prearranged or organized hill climb, racing, speed, demolition or stunting contest or activity or for demonstration purposes;
- H. While any Insured Motorcycle is in the care of any person for the purpose of its sale;
- I. For any person while employed or otherwise engaged in a business or occupation which sells, repairs, services, stores or parks motor vehicles, including road testing or delivery;
- J. For any liability You agree to incur or assume under any contract or agreement;
- K. For any person using any Insured Motorcycle without Your permission to do so, or outside the scope of Your permission;
- L. For the ownership, maintenance or use of any vehicle, other than any Insured Motorcycle, which is owned by, or available for the regular use, of You or any member of Your household;
- M. While any Insured Motorcycle is being used in unlawful trade or transportation;
- N. While any Insured Motorcycle is being used for business purposes or pursuits;
- O. For any damage to property owned, transported, rented to, used by or in the care of any Insured Person;
- P. For any person for Bodily Injury or Property Damage for which that person is an insured under a nuclear energy liability policy or would be an insured but for its termination upon exhaustion of its limit of liability;

- Q.** For any person for Bodily Injury or Property Damage for whom the United States Government may be held responsible under the Federal Tort Claim Act;
- R.** For a claim or suit for punitive or exemplary damages. If a suit shall have been brought against You for claims falling within the coverage provided under the policy, seeking both compensatory and punitive or exemplary damages, then We will afford a defense to such action; however, We shall not have any obligation to pay for any costs, interest, or damages attributable to punitive or exemplary damages.

Limits of Liability

The limits of liability shown on the Declarations Page are the maximum amounts We'll pay in damages for any one Motorcycle Accident.

The limit for "each person" is the limit for all claims by all persons for damages from Bodily Injury to one person. The limit for "each accident" is the total limit for all claims for damages from Bodily Injury to two or more people in any one Motorcycle Accident. The limit for Property Damage is the limit for all claims for damages, direct or indirect, by all persons from damages to property in any one Motorcycle Accident.

Even though more than one Motorcycle is insured with Us and separate premiums are charged for each Motorcycle, or more than one person is protected under this insurance, the limits of liability won't be increased.

When damages are payable on Your behalf under more than one policy We've issued to You, We won't pay more than the highest limits in any one such policy.

Financial Responsibility Laws

If You're required to show proof of financial responsibility for the future because of Motorcycle Accidents, traffic violations or other state motor vehicle requirements, We'll certify this policy as proof. When We certify this policy as proof, all the terms and conditions of this insurance will be amended to comply with the requirements of such law. But the terms and conditions of this insurance won't be amended for any limits of liability in excess of the minimum limits required by such law. **YOU MUST REIMBURSE US IF WE HAVE TO MAKE A PAYMENT THAT WE WOULD NOT HAVE TO MAKE IF THIS POLICY WERE NOT CERTIFIED PROOF.**

Other Insurance

If there is other applicable similar insurance, We will pay only Our share. Our share is the proportion that Our limit of liability bears to the total of all applicable limits.

PART II - MEDICAL EXPENSE COVERAGE

Medical Expense Coverage

We agree to pay medical expenses for Your Bodily Injury, sickness, disease or death suffered in a Motorcycle Accident while operating the Insured Motorcycle. Medical expenses include reasonable and necessary medical, surgical, chiropractic and dental treatment, professional nursing, hospital, x-ray, ambulance and funeral services and prosthetic devices. We'll pay the medical expenses incurred within one year from the date of the Motorcycle Accident. Our payment is subject to the limit and deductible on the Declarations Page.

Protection For Others

We agree to pay medical expenses for anyone operating the Insured Motorcycle with Your permission or within the scope of Your permission. We will also cover any Passenger Occupying Your Insured Motorcycle with Your permission.

Exclusions

This insurance doesn't cover:

- A.** Anyone Occupying Your Insured Motorcycle while it's hired or rented to others for a charge or available for hire by the public;
- B.** Anyone Occupying a Motorcycle in preparation for any prearranged or organized hill climb, racing, speed, demolition or stunting contest or activity, or for the event itself;
- C.** Anyone Occupying a Motorcycle used in the business of selling, repairing, servicing, storing or parking Motor Vehicles;
- D.** You, while operating any Motorcycle not shown on the Declarations Page;
- E.** Anyone protected at the time of the Motorcycle Accident by an atomic or nuclear energy liability insurance

contract. The reason for this is that by law such policies protect all persons involved in the Motorcycle Accident - regardless of who was at fault.

- F. That amount paid or payable under any health or accident insurance;
- G. That amount payable or required under any workers' compensation, disability benefits law or similar law.

Limits of Medical Expense Coverage

Regardless of the number of Motorcycles We insure under this policy, the limit of medical expense insurance is the amount shown on the Declarations Page for "each person" and subject to the applicable deductible.

Payment of Benefits

We may pay the injured person or any person or organization rendering the services. Such payment shall reduce the amount payable for such injury.

When We pay Your medical expenses, You or Your legal representative must agree in writing to repay Us out of any damages You recover under the liability or uninsured motorists insurance of this policy.

Other Insurance

Any insurance We provide shall be excess over any other collectible insurance providing payments for medical or funeral expenses.

PART III - DAMAGE TO YOUR MOTORCYCLE

Collision Coverage

If You pay Us a premium for Collision coverage as shown on Your Declarations Page, then We will pay for direct and accidental loss to any Insured Motorcycle and its original factory equipment, caused by Collision. This payment will be less any deductible shown on the Declarations Page for Collision coverage.

Any applicable collision deductible that is \$250 or less, will be **double** if:

- A. An at-fault Collision accident occurs within the first 90 days coverage of a new policy; or
- B. An at-fault Collision accident occurs and the operator at the time of the at-fault collision is neither the insured nor anyone using with Your permission any Insured Motorcycle. This does not include You or any members of Your household.

Collision means the upset, or collision of any Insured Motorcycle with another object.

Comprehensive Coverage

If You pay Us a premium for Comprehensive coverage as shown on Your Declarations Page, then We will pay for direct and accidental loss to any Insured Motorcycle, not caused by Collision, such as fire, falling objects, accidental breakage of glass, loss or damage from vandalism or malicious mischief, theft or larceny, lightning, explosion, earthquake, windstorm, hail, water, flood or contact with bird or animal.

Exclusions

We DON'T insure:

- A. Any Motorcycle while it's available for hire by the public;
- B. Any Motorcycle used in preparation for any prearranged or organized hill climb, racing, speed, demolition or stunting contest or activity, or used in the event itself;
- C. Any Motorcycle used in the business or occupation of selling, repairing, servicing, storing or parking Motor Vehicles including road testing or delivery;
- D. Any loss which is due and confined to wear and tear, freezing, mechanical or electrical breakdown or failure. But, this does not apply if the loss is a result of the total theft of Your Motorcycle;
- E. Your tires for road damage or failure;
- F. Any loss due to war (declared or undeclared), civil war, insurrection, revolution, rebellion, civil commotion, nuclear reaction, radiation, radioactive contamination or any consequences of any of these;
- G. Any loss of or damage to added accessories not included as standard or basic by the manufacturer of Your Insured Motorcycle unless an accessory package is shown on the Declarations Page;
- H. Any Insured Motorcycle if You or anyone using Your Insured Motorcycle with Your permission abandons it;
- I. Any Insured Motorcycle if it is used in any unlawful trade or transportation;
- J. Any Insured Motorcycle while in the care, custody or control of anyone for purpose of its sale;

- K. Any Insured Motorcycle while being used for business purposes or pursuits;
- L. Any loss, damage or expenses caused by the wrongful conversion, embezzlement or secretion by a mortgagee, vendee, lessee or other person in lawful possession of the Insured Motorcycle under a mortgage, conditional sale, lease, or other contract or agreement whether written or verbal;
- M. Any Insured Motorcycle while it is rented or leased to others;
- N. Any Insured Motorcycle due to its confiscation or seizure by any government or civil authority;
- O. Loss to any vehicle other than any Insured Motorcycle;
- P. Any Insured Motorcycle while it is being used to carry persons or property for a fee;
- Q. Loss to Your Insured Motorcycle or any non-owned Motorcycle due to Diminution of Value.

Limit of Liability

We agree to pay the lesser of:

- A. The actual cash value of the cycle at the time of loss, or if the loss is part of the cycle, the actual cash value of the part; or
- B. The amount required to repair or replace the property at the time of loss with deduction for depreciation where it applies.

Appraisal

If We and You don't agree on the amount of loss, either may, within 60 days after the proof of loss, demand an appraisal. You'll select Your appraiser and We'll select another. The two appraisers will select a third. Each will state the cash value and submit the differences to the third appraiser. An award in writing of any two shall decide the amount of loss. You'll pay the appraiser You choose and We'll pay the appraiser We choose. The expenses of the third appraiser and all other expenses will be shared equally by You and Us.

Appraisal will take place in the county where You live. Local rules of law as to procedure and evidence will apply. The decision in writing of any two appraisers will be binding on You and Us.

Other Insurance

If other insurance also covers the loss, We will pay only Our share. Our share is the proportion that Our limit of liability bears to the total of all applicable limits.

Payment of Loss

We may pay for the loss in cash or We may repair or replace the damaged or stolen property. We may, at Our expense, return any stolen property to You. If We return stolen property, We will pay for any damage resulting from theft. We may keep part of the property at an agreed or appraised value. You may not abandon Your cycle to Us.

We may settle any loss either with You or the owner of the property.

PART IV - UNINSURED MOTORISTS COVERAGE

Uninsured Motorists Coverage

If You pay Us a premium for Uninsured Motorists Coverage for the Motorcycle described on the Declarations Page and that same Motorcycle is involved in a Motorcycle Accident, then We will pay damages for Bodily Injury which Any Insured is legally entitled to recover from the owner or operator of an Uninsured Motor Vehicle. The Bodily Injury must be caused by accident and arise out of the ownership, maintenance or use of the Uninsured Motor Vehicle.

Any judgement for damages arising out of a suit brought without Our written consent is not binding on Us.

Additional Definitions Used in Part IV only:

Any Insured as used in this Part means:

- A. You or Your spouse if living in the same household;
- B. Any other person Occupying any Insured Motorcycle with Your permission or within the scope of Your permission;
- C. Any person with respect to damages that person is entitled to recover because of Bodily Injury to which this coverage applies sustained by a person described in A. or B. above, other than a person or organization claiming by right of assignment or subrogation.

Uninsured motor vehicle means a land motor vehicle or trailer of any type:

- A. To which no bodily injury liability bond or policy applies;
- B. Which is insured at the time of the accident by a liability bond or policy with bodily injury liability limits below the minimum required by the financial responsibility law of the state in which Your Insured Motorcycle(s) is principally garaged;
- C. Which is a Hit-and-Run Vehicle;
- D. Which is insured by a bodily injury liability bond or policy at the time of the accident but the company denies coverage or is, or becomes, insolvent within one year after the accident.

However, **uninsured motor vehicle** does not include any vehicle:

- A. Owned by, furnished or available for the regular use of You or any relative;
- B. Owned or operated by a self-insurer under any applicable motor vehicle law;
- C. Owned by a government unit or agency;
- D. Operated on rails or crawler treads;
- E. Which is a farm type tractor or any equipment designed for use off public roads while not on public roads;
- F. While located for use as a residence or premises.

Hit-and-Run Motor Vehicle means a motor vehicle causing Bodily Injury to Any Insured after physical contact of such a motor vehicle with any Insured Motorcycle when Occupied by Any Insured providing:

- A. The identity of either the operator or owner of such vehicle is unknown;
- B. You or someone on Your behalf reports the accident to a police, peace or judicial officer or the Commissioner of Motor Vehicles within 24 hours;
- C. You notify us within 30 days that You have had this accident caused by a Hit-and-Run Vehicle.

Exclusions

- A. This coverage does not apply to Bodily Injury sustained by any person:
 - 1. While Occupying, or when struck by any motor vehicle or trailer of any type owned by You or Your spouse if living in the same household, which is not insured for this coverage under this policy;
 - 2. If that person or the legal representative settles the Bodily Injury claim without Our consent;
 - 3. While Occupying any Insured Motorcycle when it is being used to carry person(s) or property for a fee;
 - 4. While any Insured Motorcycle is being used in or in preparation for any prearranged or organized hill climb, racing, speed, demolition or stunting contest or activity or for demonstration purposes;
 - 5. Using any Insured Motorcycle without Your permission or outside the scope of Your permission.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self insurer under workers' compensation, disability benefits or similar law;
- C. Under no circumstances shall this coverage apply to You or any other person unless settlement is made or arbitration is demanded in writing within one year from the date the accident occurred.

This coverage does not apply to punitive or exemplary damages.

Payment of Damages

We may pay You, Your legal representative or anyone authorized by law to receive payment. The amount of damages payable under this insurance will be reduced by the amount paid by or on Your behalf of anyone responsible for Your injury. This includes any amount paid under the liability or medical payments insurance of this policy and any amount paid or payable under any workers' compensation law, disability benefits law or any similar law- exclusive of any state non-occupational disability benefits law.

Limit of Liability

The limits of liability shown on the Declarations Page for Uninsured Motorists Coverage are the maximum amounts We'll pay in damages for any one Motorcycle Accident.

The limit of "each person" is the limit for all claims by all persons for damages from Bodily Injury to one person. The limit for "each accident" is the total limit for all claims for damages from Bodily Injury to two or more people in any one Motorcycle Accident. The limit for Property Damage is the limit for all claims for damages, direct or indirect, by all persons from damages to property in any one Motorcycle Accident.

Even though more than one Motorcycle is insured with Us and separate premiums are charged for each Motorcycle, or more than one person is protected under this insurance, the limits of liability won't be increased.

If two or more policies issued to You by Us apply to the same accident, the total limit of liability under all such policies shall not exceed that of the policy with the highest limit of liability.

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.

Arbitration

If We and You, or Your legal representative, don't agree on Your legal right to receive damages or the amount of damages, then upon the written request of either party, the disagreement will be settled by arbitration.

Arbitration takes place in the county where You live. It will be conducted under the rules of the American Arbitration Association unless We or You or Your legal representative objects. In that case, You'll select one arbitrator and We'll select another. The two selected arbitrators will then select a third. If the two arbitrators are unable to agree on the third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint a third arbitrator.

Local court rules governing procedure and evidence will apply unless the arbitrators agree on other rules. The decision in writing of any two arbitrators will be binding on You and Us, subject to the terms of this insurance. Judgment on any award may be entered in any court having jurisdiction.

You'll pay the arbitrator that You choose and We'll pay the arbitrator We choose. The expense of the third arbitrator and all other expense of arbitration will be shared equally by You and Us.

Other Insurance

If there is other applicable similar insurance, We will pay only Our share. Our share is the proportion that Our limit of liability bears to the total of all applicable limits.

PART V - GENERAL POLICY CONDITIONS

Policy Period

This policy applies only to loss which occurs during the policy period. This policy period is shown on the Declarations Page between the "From" and "To" dates.

Territory

This policy applies only to Motorcycle Accidents and losses within the United States of America, its territories or possessions and Canada, or between their ports.

Our Right to Recompute Premium

We established the premium for this policy based on the statements You made in the application for insurance. We have the right to recompute the premium if We later obtain information which affects the premium We charged.

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 adjustment as of the effective date of the changes. When We broaden coverage during the policy period without charge, the policy will automatically provide the broadened coverage when effective in Your state.

Misrepresentation

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

- A.** Intentionally concealed or misrepresented any material fact or circumstance; or
- B.** Made false statements of fact which, if known to Us would have caused Us not to issue the policy; or
- C.** Engaged in fraudulent conduct relating to this insurance.

Legal Action Against Us

You may not bring legal action against Us concerning this policy unless You have fully complied with all of its terms.

Under the liability coverages no legal action may be brought against Us until judgement against You has been fully determined after trial. Your policy does not give anyone the right to make Us a part of any action to determine Your liability.

Our Right To Recover From Others

After We have made payment under this policy, We have the right to recover the payment from anyone who may be held responsible. You and anyone We protect must sign any papers and do whatever else is necessary to transfer this right to Us. You and anyone We protect must do nothing to affect Our rights.

Your Assistance and Cooperation

You must cooperate with Us in Our effort to investigate the accident or loss, settle any claims against You and defend You. You must also send Us, promptly, any legal papers served on You or Your representative as a result of a Motorcycle Accident. If You fail to cooperate or fail to promptly send Us such legal papers, We may have the right to refuse You any further protection for the accident or loss.

Transfer of Interest

If You sell, transfer, mortgage or pledge Your Motorcycle or this policy, all coverage will cease without further notice to You unless such change is accepted by Us in writing. If You die, the policy will cover:

- A. The survivor;
- B. The legal representative of the deceased person while acting within the scope of duties of a legal representative;
- C. Any person having proper custody of Your Insured Property until a legal representative is appointed.

Lienholder's Interest

If a lienholder is named on the Declarations Page, any loss will be paid to You and the lienholder as Your and their interests may appear. If Your interest in the Motorcycle is terminated, any loss payment will only recognize the lienholder's interest. No change in title or ownership of Your Motorcycle or any acts of Yours will affect the lienholder's interest in this policy. You or the lienholder must let Us know of any change of ownership or any increase in hazard which You or the lienholder know about.

If You fail to give Us sworn proof of loss within 30 days when requested by Us, the lienholder shall do so within sixty (60) days thereafter, in form and manner as provided by the policy, and further, shall be subject to the provisions of the policy relating to duties following a loss, appraisal, time of payment and of bringing suit.

Cancellation

- A. You may cancel this policy at any time by returning it to Us or by notifying Us in writing of the future date cancellation is to take effect.
- B. We may cancel this policy for the following reasons by notifying the First Named Insured in writing of the date cancellation takes effect.
 - 1. When this policy has been in effect for less than 60 days and is not a renewal with Us, We may cancel:
 - a. for nonpayment of premium by notifying the First Named Insured at least 10 days before the date cancellation takes effect; or
 - b. for any reason other than nonpayment of premium by notifying the First Named Insured at least 10 days before the date cancellation takes effect.
 - 2. When this policy has been in effect for 60 days or more, or at any time if it is a renewal with Us, We may cancel:
 - a. for nonpayment of premium by notifying the First Named Insured at least 10 days before the date cancellation takes effect; or
 - b. for any one of the following reasons by notifying the First Named Insured at least 30 days before the date cancellation takes effect:
 - 1) If the risk has changed substantially since the policy was issued;
 - 2) For material misrepresentation made by You; or
 - 3) If Your driver's license has been suspended or revoked during the policy term.

- C. If We cancel this policy, the cancellation notice may be delivered to the First Named Insured or mailed to the First Named Insured at the address shown on the Declarations Page and will constitute proof of notice as of the date We mail it. Delivery of written notice of cancellation by either the First Named Insured or Us will be equivalent to mailing.
- D. If Your policy is cancelled by the First Named Insured or if the policy is cancelled for nonpayment of premium, We will return the short rate unused part of Your premium subject to Our minimum earned. If Your policy is cancelled by Us, We will return the pro-rate unused share of Your premium.
- E. Any return premium will be refunded within a reasonable time after the date cancellation takes effect.
- F. If a lienholder is named on the Declarations Page, We'll mail written notice to the lienholder regardless of whether You or We cancel the policy.
- G. If Your state has special restrictions on Our right to cancel, We will change Our policy to meet these restrictions. In that case, You will find the rules on cancellation on an endorsement which will be included with Your policy.

Renewal

We will not refuse to renew this policy solely because of Your age, sex, marital status, race, color, creed, national origin, ancestry or occupation. Subject to Our consent, You may renew this policy. When We consent to renew this policy, You must pay the renewal premium in advance. We or Our authorized representative will mail You a notice telling You when Your premium must be paid. Your policy will expire if We or Our authorized representative do not receive the required payment by the renewal date.

If We decide not to renew Your policy, We or Our authorized representative will mail to You, at Your address shown on the Declarations Page, written notice of nonrenewal. The written notice will be mailed to You 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 Your address shown on the Declarations Page will constitute proof of notice as of the date We mail it.

Terms of Policy Conformed to Statutes

Terms of this policy which are in conflict with the statutes of the state wherein this policy is issued are amended to conform to such statutes.

Duties Following Any Loss

A. General Duties

In the event of any loss, damages or occurrence that is covered by this policy, any person presenting a claim must:

1. Give Us or Our authorized representative immediate notice of any occurrence that may result in a claim under this policy. This notice should state:
 - a. With respect to the incident, where, when and how;
 - b. Property concerned;
 - c. If injuries are involved, names and addresses of injured parties and all witnesses.
2. Promptly forward to Us any legal papers or notices received in connection with the loss;
3. Not assume any obligation, admit any liability or incur any expense for which We may be liable without Our written permission, except expenses incurred to protect the property from further loss;
4. Cooperate with Us in the investigation, defense or settlement of any loss; agree to be examined under oath if We request;
5. Permit Us to examine any records needed to verify the loss and its amounts;
6. Submit a written proof of loss within 30 days when requested by Us;
7. Give prompt notice to the proper authorities if an injury or Collision is involved;
8. If the accident involves a hit-and-run driver, it must be reported within a reasonable amount of time to the police or Commissioner of Motor Vehicles. If You were Occupying a Motorcycle at the time of the accident, You must make it available for Our inspection;
9. Submit, as often as We request, to physical examinations by physicians of Our choice. We will pay for the cost of the examination;
10. Permit Us to obtain pertinent copies of medical reports and records.

B. Comprehensive and Collision Losses

A person presenting a claim for damages to property covered under Comprehensive and Collision coverages must also:

1. Protect the property from further loss. Make every effort to recover it. We will pay any reasonable expenses incurred in protecting the Motorcycle. Any further loss incurred due to Your failure to protect the

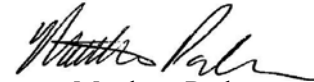
- property will not be recoverable under this policy;
2. Give immediate notice to police and authorities in the event of theft, larceny, robbery, or pilferage, accident, vandalism, fire or explosion;
 3. Permit Us to inspect damages before repairs are made;
 4. If Your Motorcycle is stolen, You must report the theft within 24 hours to the police.

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

MARKEL AMERICAN INSURANCE COMPANY
Glen Allen, Virginia



Kathleen A. Sturgeon
Secretary

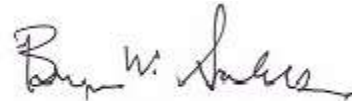


Matthew Parker
President

MARKEL INSURANCE COMPANY
Rosemont, Illinois



Kathleen A. Sturgeon
Secretary



Bryan W. Sanders
President

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



COLORADO SUMMARY DISCLOSURE FORM

This summary disclosure form is a basic guide to the major coverages and exclusions in your policy. It is only a general description and not a statement of contract or a policy of any kind. All coverage is subject to the terms, conditions, and exclusions of your policy and all applicable endorsements.

PLEASE READ YOUR POLICY FOR COMPLETE DETAILS! THIS SUMMARY DISCLOSURE FORM SHALL NOT BE CONSTRUED TO REPLACE ANY PROVISION OF THE POLICY ITSELF.

Complete details includes, but is not limited to, information on the method your insurer uses to calculate your unearned premium (e.g., pro rata or short rate), if you should cancel your policy mid-term or before the next renewal. This summary disclosure form also provides the factors considered for cancellation, nonrenewal and increase-in-premium. These factors are general in nature and do not represent the only reasons a policy may be terminated or changed. Please contact your agent or insurer for further information. See the information on the attached pages.

I. REQUIRED COVERAGES

Colorado law requires you to carry liability coverage on your motorcycle.

Liability coverage pays for bodily injury to another person and for property damage to another's property caused by the negligent (at-fault) operation of your motorcycle up to the limits of your policy.

EXCLUSIONS - LIABILITY COVERAGE - Coverage is not provided for any vehicle owned by you or a resident relative that is not insured for liability under your policy. There is no coverage for intentional acts. Other exclusions are listed in your policy.

II. OTHER COVERAGES

A. Uninsured and Underinsured Motorist Coverage

You must be offered uninsured and underinsured motorist coverage, and it will be included in your policy unless you reject it in writing.

Uninsured Motorist coverage pays for bodily injury that you are entitled to collect from a hit-and-run or uninsured driver who is at fault for the accident.

Underinsured Motorist coverage pays for bodily injury that you are entitled to collect from an underinsured owner or driver who is at fault for the accident and when the damages exceed the driver's liability coverage.

Generally, an underinsured vehicle is a vehicle whose liability coverage is not enough to pay the full amount you are legally entitled to recover as damages.

Coverage may be available under multiple policies in certain circumstances. For example, a passenger in a vehicle that is not at fault in the accident may have uninsured or underinsured coverage under the policy covering the vehicle and the passenger's own policy on their vehicle(s) not

COLORADO SUMMARY DISCLOSURE FORM

Uninsured and Underinsured Motorist Coverage (cont.)

not involved in the accident. This adding of limits under two or more policies is commonly referred to as stacking.

Please consult your agent or insurer if you have any questions or for further details.

B. Physical Damage Coverages - Collision and Comprehensive

You must be offered collision coverage.

Collision coverage pays for damage to your own motorcycle. It provides coverage when your motorcycle collides with another vehicle or object, or if your motorcycle overturns.

Comprehensive coverage pays for damage to your motorcycle from causes such as fire, theft, vandalism, hail, and falling objects.

Collision and comprehensive coverage may be written with a deductible. A deductible is that part of a loss for which you, the insured, are responsible. Your insurer will pay for the balance of covered repairs subject to your policy provisions. A lender may require you to purchase both collision and comprehensive coverage.

EXCLUSIONS - COLLISION AND COMPREHENSIVE. Coverage does not apply to losses that occur while your motorcycle is rented or leased to others. There is no coverage for wear, tear, freezing, mechanical failure or breakdown, or road damage to tires. Additional restrictions may apply to special equipment. Other exclusions are listed in your policy.

C. Medical Payments Coverage is an optional coverage you may choose to purchase. It pays for reasonable health care expenses incurred for bodily injury caused by a motorcycle accident, regardless of fault, up to the policy limits chosen by the insured.

Medical payments coverage is primary to any health insurance coverage available to an insured when injured in an motorcycle accident.

Medical payments coverage applies to any coinsurance or deductible amount required to be paid by the person's health coverage plan as defined in Section 10-16-102(22.5), C.R.S.

An insured that is injured in an motorcycle accident will not receive benefits from medical payments coverage for any medical expenses incurred as a result of an accident that is the fault of the insured unless medical payments coverage is purchased.

Read your policy to see who is a covered person under medical payments coverage.

D. Uninsured Motorist Physical Damage

This is an optional coverage you can request if you do not have collision coverage on your motorcycle.

1. Uninsured Motorist Property Damage (UMPD) pays for damages to your motorcycle caused by an at-fault owner of an uninsured motor vehicle.
2. UMPD will not pay if the vehicles do not physically make contact.
3. UMPD only covers actual cash value of your motorcycle or cost of repair or replacement, which ever is less.

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| COLORADO SUMMARY DISCLOSURE FORM |
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III. CANCELLATION, NONRENEWAL AND INCREASE IN PREMIUM**A. Cancellation**

During the first 59 days your company may cancel your policy for any reason that is not unfairly discriminatory or prohibited by law. After your policy has been in effect for more than 59 days, your company may cancel your policy for any of the following reasons:

1. Failure to pay your premium when it is due;
2. Knowingly making a false statement on your application for a motorcycle policy;
3. A driver's license suspension or revocation during the policy period for you, a member of your household, or any other driver who regularly uses your motorcycle.

B. Nonrenewal

Your company may choose to non-renew your policy. Some examples of reasons for nonrenewal include, but are not limited to:

1. An unacceptable number of traffic convictions;
2. An unacceptable number of negligent (at-fault) accidents;
3. Conviction of a major violation such as drunk driving or reckless driving.

C. Increase in Premium

The following *factors* **may** increase your premium: a premium surcharge may be added or an accident free discount removed as a result of an at-fault accident or traffic conviction.

The following *conditions* may increase your premium:

1. Change of garage location of the motorcycle(s);
2. Change of motorcycle(s) insured;
3. Addition of driver;
4. Change in use of your motorcycle;
5. A general rate increase. This results from the loss experience of a large group of policyholders rather than from a loss suffered by an individual policyholder. A general rate increase applies to everyone in the group, not just those who had losses.

The above list of factors and conditions is not all inclusive and there may be other factors or conditions that increase your premium.



MARKEL AMERICAN INSURANCE COMPANY

PASSENGER LIABILITY COVERAGE ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page for Passenger Liability, it is hereby agreed and understood that Your Motorcycle Insurance Policy is amended by adding the following:

INSURING AGREEMENT

We will pay those sums any Insured Person is legally obligated to pay as damages for Bodily Injury to a Passenger caused by an accident arising out of the ownership, maintenance or use of Your Insured Motorcycle. For the purpose of this Passenger Liability coverage, Passenger shall mean any person who is not an insured who is upon, mounting, or alighting from Your Insured Motorcycle. In no event shall We make payment to or on behalf of a Passenger for Bodily Injury arising from their own actions or negligence.

LIMITS OF LIABILITY

The limits of liability shown on the Declarations Page for Passenger Liability are the maximum amounts We'll pay in damages for any one Motorcycle Accident.

The limit of liability shown on the Declarations Page for Passenger Liability for "each person" is Our maximum limit of liability for all damages, including damages for care, loss of services or death, arising out of Bodily Injury sustained by any one person in any one Motorcycle Accident. Subject to this limit for "each person", the limit of liability shown on the Declarations Page for Passenger Liability for "each accident" is Our maximum limit of liability for all damages for Bodily Injury resulting from any one Motorcycle Accident.

This is the most We will pay regardless of the number of:

- A. Insured Persons;
- B. Claims made;
- C. Motorcycles or premiums shown on the Declarations Page; or
- D. Vehicles involved in the Motorcycle Accident.

When damages are payable on Your behalf under more than one policy We've issued to You, We won't pay more than the highest limits in any one such policy.

The Passenger Liability limits are not in addition to the limits of liability shown on the Declarations Page for Bodily Injury Liability.

ADDITIONAL APPLICABLE POLICY PROVISIONS

The coverage afforded by this endorsement shall also be subject to the provisions of the policy that are applicable to **PART I - LIABILITY COVERAGE** except as noted otherwise in this endorsement.

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



COLORADO AMENDATORY ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that Your Motorcycle Insurance Policy is amended as follows:

PART V - GENERAL POLICY CONDITIONS, Cancellation, item D. is deleted in its entirety and replaced with the following:

- D.** If Your policy is cancelled by the First Named Insured, We will return the short rate unused part of Your premium, subject to Our minimum earned. If Your policy is cancelled by Us or if the policy is cancelled for nonpayment of premium, We will return the pro-rate unused share of Your premium.

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



COLORADO UNINSURED/UNDERINSURED MOTORISTS BODILY INJURY COVERAGE

In consideration of the premium charged, it is agreed and understood that your motorcycle policy is amended as follows:

Part IV - UNINSURED MOTORISTS COVERAGE is deleted in its entirety and replaced with the following:

Part IV - UNINSURED/UNDERINSURED MOTORISTS COVERAGE

Uninsured/Underinsured Motorists Coverage

If You pay Us a premium for Uninsured/Underinsured Motorists Coverage for the Motorcycle described on the Declarations Page and that same Motorcycle is involved in a Motorcycle Accident, then We will pay damages for Bodily Injury which Any Insured is legally entitled to recover from the owner or operator of an Uninsured/Underinsured Motor Vehicle. The Bodily Injury must be caused by accident and arise out of the ownership, maintenance or use of the Uninsured/Underinsured Motor Vehicle.

Any judgment for damages arising out of a suit brought without Our written consent is not binding on Us.

Additional Definitions Used in Part IV only:

Any Insured as used in this Part means:

- A. You or Your spouse if living in the same household;
- B. Any other person occupying any Insured Motorcycle with Your permission or within the scope of Your permission;
- C. Any person with respect to damages that person is entitled to recover because of Bodily Injury to which this coverage applies sustained by a person described in A. or B. above, other than a person or organization claiming by right of assignment or subrogation.

Uninsured/Underinsured motor vehicle means a land motor vehicle or trailer of any type:

- A. To which no bodily injury liability bond or policy applies;
- B. To which the sum of the limits of liability under all bodily injury liability bonds and insurance policies applicable to Any Insured after an accident is less than the applicable damages which Any Insured is legally entitled to recover;
- C. Which is insured at the time of the accident by a liability bond or policy with bodily injury liability limits below the minimum required by the financial responsibility law of the state in which Your Insured Motorcycle(s) is principally garaged;
- D. Which is a Hit-and-Run Motor Vehicle;
- E. Which is insured by a bodily injury liability bond or policy at the time of the accident but the company denies coverage or is, or becomes, insolvent within one year after the accident.

However, **uninsured/underinsured motor vehicle** does not include any vehicle:

- A. To which the Liability Coverage of this policy applies;
- B. Owned by, furnished or available for the regular use of You or any relative;
- C. Owned or operated by a self-insurer under any applicable motor vehicle law;
- D. Owned by a government unit or agency;
- E. Operated on rails or crawler treads;
- F. Which is a farm type tractor or any equipment designed for use off public roads while not on public roads;
- G. While located for use as a residence or premises.

COLORADO
UNINSURED/UNDERINSURED MOTORISTS
BODILY INJURY COVERAGE

However, **uninsured/underinsured motor vehicle** does not include any vehicle:

- A. Owned by, furnished or available for the regular use of You or any relative, unless it is an Insured Motorcycle to which Part I of this policy applies and liability coverage is excluded for damages sustained in the accident;
- B. Owned or operated by a self-insurer under any applicable motor vehicle law;
- C. Owned by a government unit or agency;
- D. Operated on rails or crawler treads;
- E. Which is a farm type tractor or any equipment designed for use off public roads while not on public roads;
- F. While located for use as a residence or premises.

Hit-and-Run Motor Vehicle means a motor vehicle causing Bodily Injury to Any Insured after physical contact of such a motor vehicle with any Insured Motorcycle when occupied by Any Insured providing:

- A. The identity of either the operator or owner of such vehicle cannot be identified and which hits, or causes an accident resulting in bodily injury without hitting Any Insured occupying the Insured Motorcycle. If there is no physical contact with the Hit-and-Run Vehicle, the facts of the accident must be proved. We will only accept competent evidence other than the testimony of a person making a claim under this or any similar coverage;
- B. You or someone on Your behalf reports the accident to a police, peace or judicial officer or the Commissioner of Motor Vehicles within 24 hours;
- C. You notify us within 30 days that You have had this accident caused by a Hit-and-Run Vehicle.

Exclusions

- A. This coverage does not apply to Bodily Injury sustained by any person:
 - 1. While occupying, or when struck by any motor vehicle or trailer of any type owned by You or Your spouse if living in the same household, which is not insured for this coverage under this policy;
 - 2. If that person or the legal representative settles the bodily injury claim without Our consent and such settlement prejudices our right to recover payment. However, this exclusion does not apply to a settlement made with the insurer of a vehicle described in item B. of the definition of Uninsured/Underinsured Motor Vehicle;
 - 3. While occupying any Insured Motorcycle when it is being used to carry person(s) or property for a fee. This exclusion does not apply to a share-the-expense car pool;
 - 4. While any Insured Motorcycle is being used in or in preparation for any prearranged or organized hill climb, racing, speed, demolition or stunting contest or activity or for demonstration purposes;
 - 5. Using any Insured Motorcycle without Your permission or outside the scope of Your permission.
- B. This coverage shall not apply directly or indirectly to benefit any insurer or self insurer under worker's compensation, disability benefits or similar law;
- C. Under no circumstances shall this coverage apply to You or any other person unless settlement is made or arbitration is demanded in writing within three years from the date and accident occurred.

This coverage does not apply to punitive or exemplary damages.

Payment of Damages

We may pay You, Your legal representative or anyone authorized by law to receive payment.

With respect to coverage under item B. of the the definition of Uninsured/Underinsured Motor Vehicle, we will not be obligated to pay damages for bodily injury which Any Insured is legally entitled to recover until after:

- A. the limits of liability under any bodily injury liability bonds or policies applicable to the underinsured motor vehicle have been exhausted by payment of judgments or settlements; or
- B. a tentative settlement has been made between the insured and the insurer of the underinsured motor vehicle and we:
 - 1. have been given prompt notice of the tentative settlement; and
 - 2. advance payment to the Insured in an amount equal to the tentative settlement within 30 days after receiving notice.

**COLORADO
UNINSURED/UNDERINSURED MOTORISTS
BODILY INJURY COVERAGE**

Payment of Damages (continued)

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.

We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organization who may be legally responsible. This includes any amount paid or payable under any workers' compensation law, disability benefits law or similar law - exclusive of any state non-occupational disability benefits law.

Limit of Liability

The limits of liability shown on the Declarations Page for Uninsured/Underinsured Motorists Coverage are the maximum amounts We'll pay in damages for any one Motorcycle Accident.

The limit of "each person" is the limit for all claims by all persons for damages from Bodily Injury to one person. The limit for "each accident" is the total limit for all claims for damages from Bodily Injury to two or more people in any one Motorcycle Accident.

Even though more than one Motorcycle is insured with Us and separate premiums are charged for each Motorcycle, or more than one person is protected under this insurance, the limits of liability won't be increased.

If two or more policies issued to You by Us apply to the same accident, the total limit of liability under all such policies shall not exceed that of the policy with the highest limit of liability.

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.

Arbitration

If We and You, or Your legal representative, don't agree on Your legal right to receive damages or the amount of damages, then upon the written request of either party, the disagreement will be settled by arbitration.

Arbitration takes place in the county where You live. It will be conducted under the rules of the American Arbitration Association unless We or You or Your legal representative objects. In that case, You'll select one arbitrator and We'll select another. The two selected arbitrators will then select a third. If the two arbitrators are unable to agree on the third arbitrator within 30 days, the judge of the court of record in the county of jurisdiction where arbitration is pending will appoint a third arbitrator.

Local court rules governing procedure and evidence will apply unless the arbitrators agree on other rules. The decision in writing of any two arbitrators will be binding on You and Us, subject to the terms of this insurance. Judgment on any award may be entered in any court having jurisdiction.

You'll pay the arbitrator that You choose and We'll pay the arbitrator We choose. The expense of the third arbitrator and all other expense of arbitration will be shared equally by You and Us.

Other Insurance

If there is other applicable similar insurance, We will pay only Our share. Our share is the proportion that Our limit of liability bears to the total of all applicable limits.

All other terms, conditions, and limitations of the policy remain unchanged.
MT4145-0708



MARKEL AMERICAN INSURANCE COMPANY

UNINSURED MOTORISTS BODILY INJURY COVERAGE SELECTION/REJECTION FORM

The laws of your state require that Uninsured Motorists Coverage be included in all policies containing motorcycle liability insurance coverage up to the Bodily Injury Liability limits of your policy, unless specifically rejected by you in writing.


Uninsured Motorists Coverage provides that if you suffer bodily injury, sickness or disease, including death, resulting from an accident with a person who does not carry liability insurance or who is a hit-and-run driver and if he is at fault, you may make a claim against your own insurance company for damages rather than against the uninsured motorist.

In accordance with my state's insurance laws, and for all motorcycles insured on my policy, I hereby:

- Select Uninsured Motorists Coverage at limits equal to my Bodily Injury Liability limits for the additional premium charged.
- Select Uninsured Motorists Coverage but at limits that are less than the Bodily Injury Liability limits of my policy. I request the following limit of Uninsured Motorists Coverage be afforded on my policy for the additional premium charged:
 - \$50000 each person
 - ~~\$100000~~ each accident
- Reject Uninsured Motorists Coverage in its entirety.

John Doe
Name of Insured (Print)

VMT00000001193
Policy Number


Signature of Insured

01/28/2024
Date

WARNING: If you: a) do not check any box; or b) fail to return this form, your policy will be endorsed with Uninsured Motorists Bodily Injury Coverage with limits equal to your state's Financial Responsibility limits, for an additional premium charge.



DIMINISHING DEDUCTIBLE ENDORSEMENT

In consideration of the premium charge shown on the Declarations Page, it is hereby agreed and understood that Your Motorcycle Insurance Policy is amended as follows:

PART III - DAMAGE TO YOUR MOTORCYCLE, Collision Coverage, the following is deleted:

Any applicable collision deductible that is \$250 or less, will be **double** if:

- A. An at-fault collision accident occurs within the first 90 days coverage of a new policy; or
- B. An at-fault collision accident occurs and the operator at the time of the at-fault collision is neither the insured nor anyone using with Your permission any Insured Motorcycle. This does not include You or any members of Your household.

PART III - DAMAGE TO YOUR MOTORCYCLE the following is added:

If, during any policy period, You do not have a loss for which We have paid any amount under Collision or Comprehensive coverage, Your Collision and Comprehensive deductible for the following policy period will be reduced by the percentage in the following schedule:

| | |
|---|--------------------------------|
| After the 1st loss free term | 25% of the Elected Deductible |
| After the 2nd consecutive loss free term | 50% of the Elected Deductible |
| After the 3rd consecutive loss free term | 75% of the Elected Deductible |
| After the 4th consecutive loss free term (and thereafter) | 100% of the Elected Deductible |

If You change the Elected Deductible shown on the Declarations Page for Collision or Comprehensive coverage, then all previously applied reductions will be eliminated. Thereafter, the deductible may again be reduced if the conditions set forth above are satisfied.

If You have a loss at any time for which We make a payment for any Insured Motorcycle then the Diminishing Deductible for all Insured Motorcycles will be 100% of their Elected Deductible until new consecutive loss free terms are accumulated.

Reductions and increases in the deductible under this provision will apply to all Insured Motorcycles which show the 'Diminishing Deductible' on the Declarations Page.

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



MARKEL AMERICAN INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TRADE OR ECONOMIC SANCTIONS

The following is added to this policy:

Trade Or Economic Sanctions

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited to, those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

CERTIFICATE OF INSURANCE

MARKEL AMERICAN INSURANCE COMPANY NAIC #785-28932

P.O. Box 906, Pewaukee, WI 53072-0906

An authorized **CO** insurer, certifies that it has issued a policy complying with the State's minimum Financial Responsibility limits, applicable to the described motor vehicle.

| Policy Number | Effective Date | Expiration Date |
|----------------------|-----------------------|------------------------|
| VMT00000001193 | 01/28/2024 | 01/28/2025 |

| Year | Make/Model | Vehicle Identification Number |
|-------------|--|--------------------------------------|
| 2016 | HARLEY-DAVIDSON / FLHTK ULTRA LIMITED | JH2HE01044K312410 |

| Named Insured | Type of Policy: |
|--|------------------------|
| JOHN DOE 7770 MILTON E PROBY PARKWAY COLORADO SPRINGS 80916 | Personal Motorcycle |

NOTICE: This certificate must be carried in the vehicle described above for use as proof of insurance. This is not a guarantee that the policy will remain in effect until the stated expiration date. To Report a Claim, Call: 1-888-871-2421 Policy Questions? Call: 1-888-871-2421

SEE IMPORTANT MESSAGE ON REVERSE SIDE

CRMC-1096

CERTIFICATE OF INSURANCE

MARKEL AMERICAN INSURANCE COMPANY NAIC #785-28932

P.O. Box 906, Pewaukee, WI 53072-0906

An authorized **CO** insurer, certifies that it has issued a policy complying with the State's minimum Financial Responsibility limits, applicable to the described motor vehicle.

| Policy Number | Effective Date | Expiration Date |
|----------------------|-----------------------|------------------------|
| VMT00000001193 | 01/28/2024 | 01/28/2025 |

| Year | Make/Model | Vehicle Identification Number |
|-------------|--|--------------------------------------|
| 2016 | HARLEY-DAVIDSON / FLHTK ULTRA LIMITED | JH2HE01044K312410 |

| Named Insured | Type of Policy: |
|--|------------------------|
| JOHN DOE 7770 MILTON E PROBY PARKWAY COLORADO SPRINGS 80916 | Personal Motorcycle |

NOTICE: This certificate must be carried in the vehicle described above for use as proof of insurance. This is not a guarantee that the policy will remain in effect until the stated expiration date. To Report a Claim, Call: 1-888-871-2421 Policy Questions? Call: 1-888-871-2421

SEE IMPORTANT MESSAGE ON REVERSE SIDE

CRMC-1096

**THIS CARD MUST BE CARRIED IN THE INSURED VEHICLE
FOR PRODUCTION UPON DEMAND**

WARNING: Any person who issues or produces this card to show that there is in force a policy of insurance as indicated therein, that is in fact not in effect is liable to incur a heavy fine and/or imprisonment and his license and/or registration may be suspended or revoked.

**THIS CARD MUST BE CARRIED IN THE INSURED VEHICLE
FOR PRODUCTION UPON DEMAND**

WARNING: Any person who issues or produces this card to show that there is in force a policy of insurance as indicated therein, that is in fact not in effect is liable to incur a heavy fine and/or imprisonment and his license and/or registration may be suspended or revoked.