

FREQUENTLY ASKED QUESTIONS...



The following summary has been prepared by the League of American Bicyclists, in conjunction with American Specialty Insurance & Risk Services, Inc., its insurance administrator, to provide answers to questions frequently received relative to the League's insurance program. It is important to note, however, that this document does not guarantee coverage for any claims under the League's insurance program and does not alter coverage provided by the actual insurance policies. Only the insurance policy itself shall be used to determine whether coverage applies for a particular claim. Full information is available at www.americanspecialty.com/lab.

BASIC COVERAGE FAQs

Q: CAN I PURCHASE THIS INSURANCE IF I AM NOT AFFILIATED WITH THE LEAGUE?

No. Only League member clubs and advocacy organizations have the opportunity to purchase this insurance.

Q: DOES OUR ORGANIZATION HAVE TO BE A BICYCLE CLUB OR ADVOCACY ORGANIZATION IN ORDER TO PURCHASE THIS INSURANCE?

Yes. In order to be eligible for coverage, your organization must be a non-profit bicycle club or advocacy organization. The entity does not, however, need to be incorporated or have tax-exempt status.

For the purposes of the League insurance program, a bicycle club is a membership-based entity whose primary purpose is to organize and conduct recreational bicycle rides for its members. An advocacy organization is a membership-based entity whose primary purpose is to promote and advocate for bicyclists' rights in the community.

Any organization that does not fit the description of a bicycle club or advocacy organization as outlined above is likely not eligible to participate in the League's insurance program. Examples of such organizations are commercial bike shops, repair shops, touring companies, race promoters and non-bicycling organizations interested in organizing a bike ride for a specific purpose (such as a fundraiser). However, if you are interested in talking to a representative about your organization to determine if it is eligible for the program, please contact American Specialty at 800-245-2744.

Q: IS MY ENTITY A BICYCLE CLUB OR AN ADVOCACY ORGANIZATION?

For the purposes of the insurance program, Bicycle Clubs and Advocacy Organizations receive the same coverage, but pay for it differently. Advocacy Organizations conduct a very small number of "club rides" and therefore have less exposure than Bicycle Clubs with respect to this aspect of their activities. The premium structure reflects this by allowing Advocacy Organizations to pay a flat premium to join the program that is not impacted by their membership size. Bicycle Clubs pay a premium to join the program based on their membership size. All other premiums that apply are calculated the same for Bicycle Clubs and Advocacy Organizations.

In order to be considered an Advocacy Organization you must:

- ◆ Conduct fewer than 27 rides (0 to 26), with an average of 50 or fewer participants during these rides, throughout the policy period.
- ◆ Special Events do not count when determining whether the organization meets this definition.

Otherwise, you must enroll as a Bicycle Club.

Q: HOW DO I INSURE MY CLUB?

After your club is registered with the League, you may purchase coverage online at www.americanspecialty.com/lab. Or, if you prefer, contact American Specialty to complete enrollment over the phone at 800-245-2744.

Q: WHEN DOES COVERAGE BEGIN?

If you complete online enrollment on or before February 1, the coverage begins on February 1 of the purchasing year. If you complete online enrollment after February 1, coverage begins upon completion of the online enrollment process (on the date of enrollment) of the purchasing year.

Q: HOW LONG DOES IT TYPICALLY TAKE FOR A CERTIFICATE OF INSURANCE TO BE ISSUED?

All certificates issued through American Specialty are issued within 72 hours of the request, and in the majority of cases, can be issued on a same-day basis. Special Event certificates can be issued by the insured club immediately after scheduling the event to the policy online at www.americanspecialty.com/lab.

Q: IS MY CLUB PROPERLY INSURED AGAINST LIABILITY CLAIMS FOR NORMAL CLUB ACTIVITIES?

League affiliated clubs and advocacy organizations are eligible to buy insurance coverage for general liability claims that may be made against them by individuals injured as a result of a regular club activity such as a ride or bike education course. To use the ride as an example, if a club member on a regularly scheduled club ride collides with a pedestrian and both are injured, both may choose to sue the club, alleging the club was negligent in its responsibilities and therefore contributed to the injury.

The members of the club and advocacy organizations have coverage for third-party general liability claims while participating in covered activities only. Invited guests are also covered the first time they participate in a club ride.

The club is insured for bodily injury claims, and the policy covers defense costs (to pay an attorney to defend you) and damages (if the court finds the club to be liable for all or part of the loss suffered by the injured individuals) for covered claims. The club's position will be strengthened if the individual who brings a lawsuit has signed a waiver agreeing not to sue the club. The League's recommended waiver can be accessed at www.americanspecialty.com/lab.

The program also offers excess Participant Accident insurance for club members if they are injured while participating in regularly scheduled club rides. This is essentially secondary medical insurance -- so if the club member is injured and they have no primary medical insurance, they may file a claim to cover the medical costs of the injury up to a \$10,000 limit (claims are reported to American Specialty). A person who has primary medical insurance can also file a claim, but the League's coverage will apply only to bills that are not covered by primary insurance (such as a co-pay) up to the \$10,000 limit. The pedestrian, who is not a member of the club, may not make such a claim. A non-member/guest is given excess Participant Accident coverage for one regular club ride only.

For advocacy organizations, please be aware that when you enroll if you indicate you do not conduct club rides, you will not have liability or excess Participant Accident coverage for any rides unless you buy special event coverage. This should not be an issue if you don't have club rides, but it is important to point out that you must be accurate when you enroll to avoid uninsured activities.

Additionally, for advocacy organizations, please be aware that when you enroll if you do not indicate that you conduct recreational club rides, you will not have excess Participant Accident coverage. Please keep in mind that Special Events Coverage is a separate premium.

Q: SOME OF OUR VOLUNTEER RIDE LEADERS ARE WORRIED ABOUT THEIR INSURANCE COVERAGE - SHOULD THEY BE?

Assuming the ride leader is a member of the club, for regularly scheduled club rides, he or she is covered by the excess Participant Accident policy for any personal injuries sustained while on the ride up to the policy limit of \$10,000. Coverage is excess over any other valid and collectible insurance. Additionally, assuming that the ride leader is a member of the club, he or she is protected by the General Liability policy should a claim that is covered under the policy be made against the ride leader or the club.

Q: WHAT SEPARATES AMERICAN SPECIALTY'S EXCESS ACCIDENT MEDICAL POLICY FROM THE COMPETITION?

The League's insurance program offers excess Participant Accident insurance for club members if they are injured while participating in regularly scheduled club rides. This is essentially secondary medical insurance -- so if the club member is injured and they have no primary medical insurance, they may file a claim to cover the medical costs of the injury up to a \$10,000 limit (claims are reported to HSR). A person who has primary medical insurance can also file a claim, and the policy will consider bills/out of pocket medical expenses that are not covered by primary insurance (such as a co-pay) up to the \$10,000 limit.

Q: WHAT COVERAGE DO WE NEED FOR AN EVENT OR SERIES OF RIDES THAT IS OPEN TO THE PUBLIC, BUT WE DON'T CHARGE A FEE FOR PARTICIPATION?

If the club has purchased insurance for club activities, members participating in scheduled rides are protected by the excess Participant Accident coverage and the club is protected by the General Liability insurance. Non-members on the ride will be covered by the excess Participant Accident only if it is their first ride with the club - otherwise they would not be covered. However, optional coverage is available that enables you to purchase coverage for those who are not members or first-time guests. For more information about this coverage, contact American Specialty at 800-245-2744.

Q: WHAT DO I DO IF SOMETHING HAPPENS ON A RIDE?

If there's any kind of incident on one of your insured rides that might result in a claim, you should report it to American Specialty as soon as possible after the ride. This holds true whether the person involved is a participant or a spectator, or whether you feel the incident will result in a claim. Especially all incidents that might require follow up medical care. There is a detailed incident reporting form at www.americanspecialty.com/lab that will guide you through the information you will need to provide.

Q: WHAT IF OUR ORGANIZATION PURCHASES COVERAGE LATE IN THE POLICY PERIOD?

Clubs commencing coverage on or after August 1 will receive a 25% discount from the otherwise payable club rates; a 50% discount after October 1; and a 75% discount after January 1 (but subject to the full minimum premium). All coverage will expire on February 1.

Q: IS THERE A MAXIMUM NUMBER OF RIDES MY CLUB MAY CONDUCT IN A YEAR?

For a cycling club there is no limit to the number of scheduled club rides. An Advocacy Organization can have up to 26 rides with an average of 50 or fewer riders where no participation fee is charged.

Q: WOULD A FREE EVENT OPEN TO THE PUBLIC BE COVERED UNDER EITHER THE CLUB OR ADVOCACY ORGANIZATION INSURANCE?

If your club enrolled in the insurance program as a Club:

- The free event can be considered a club ride.
- Excess Participant Accident coverage would be extended to Club members and first-time invited guests.

If your club enrolled as an Advocacy Organization, coverage only applies if coverage was purchased for rides.

Q: HOW DOES THIS PROGRAM DIFFER FROM THE POLICY THAT COVERS LEAGUE CYCLING INSTRUCTORS (LCI'S)?

The general liability policy limits/coverages are the same for LCIs as they are for clubs/advocacy organizations.

Q: DOES THE LIABILITY AND D&O COVERAGE PROVIDE ME WITH LEGAL REPRESENTATION?

The General Liability and Directors & Officers policies provide defense coverage subject to the terms and conditions of the policy.

Q: HOW DO WE ESTIMATE OUR CLUB SIZE? AT DATE OF INSURANCE PURCHASE OR PEAK SEASON?

We ask that you estimate based on your highest point of membership for the year.

Q: IS DAMAGE TO BIKES COVERED?

Damage to your owned bike is not covered.

Q: ARE EBIKES COVERED?

Liability arising from the use of low-speed electric bicycles as defined by the Consumer Products Safety Commission are not excluded from the liability policy.

Q: FOR ADVOCACY ORGANIZATIONS, DO SMALL STAFF LUNCH TRIPS COUNT AS A RIDE? WHAT ABOUT TAKING A DONOR OUT ONE-ON-ONE?

As an Advocacy Organization you would need to purchase insurance that includes bike rides in order for these types of activities to be covered.

Q: ARE CLUBS ABLE TO OFFER SMALL SPECIALTY RIDES TO THE GENERAL PUBLIC FOR A FEE? WHAT ABOUT ADVOCACY ORGANIZATIONS AND DOES THIS COUNT TOWARD THEIR ANNUAL RIDE CAP?

Yes, rides for which you charge a fee are considered special events and must be scheduled to your policy prior to the event date. Additional premium is due once the event has occurred.

WAIVER FAQs

Q: WHO NEEDS TO SIGN A WAIVER AND WHEN?

Club members need to sign a waiver and release of liability form once each year -- most likely when they renew or join. They do not need to sign one each time they go on a club ride. Non-members should sign a waiver each time they ride with you. For Special Events, every participant -- whether they are members of the club or not -- should sign a waiver. Minor participants will need to have their parent or

legal guardian sign their waiver. For mountain bike rides, each rider must sign a waiver each time they ride with the club.

Q: WHY IS A WAIVER IMPORTANT?

Primarily, the waiver says that the person agrees to release the club from liability should anything happen on the ride to cause them harm or loss. They may still sue the club if something happens, but the goal is that a court or judge will refuse to hear the case because of the signed waiver. If the court does hear the case, the waiver could be used to prove that the individual was aware of, and had accepted, potential risks involved with cycling with a goal of reducing liability for the club.

Q: IS THERE PARTICULAR WORDING THAT SHOULD BE INCLUDED IN THE WAIVER?

The League strongly recommends clubs utilize the standard waiver documents provided at www.americanspecialty.com/lab. These waivers include wording that is most likely to be upheld in court in most jurisdictions. If you are able to seek the opinion of an attorney (for example, if one is on your Board), it is also a good idea to have the document reviewed to see if there are any recommended state-specific requirements.

Q: CAN WE UTILIZE AN ELECTRONIC WAIVER FOR OUR CLUB MEMBERS?

While a signed waiver either sent to you electronically or handed to you in person provides the most protection, electronic waivers are acceptable. If your club decides to utilize an electronic waiver, consulting local legal counsel is recommended to ensure compliance with state-specific requirements and your club should confirm that the service provider used to secure the waivers is able to produce the waiver and documentation of the electronic processes through which the waiver was secured along with the language that the person saw at the time of acceptance in the event of a claim. This includes the ability to produce the waiver for the same period of time as the statute of limitations in your state.

Q: DOES THE WAIVER HAVE ANY IMPACT ON THE PARTICIPANT ACCIDENT COVERAGE?

No. If a club member on a regular ride or a participant in a Special Event is injured, their coverage under the excess Participant Accident policy is unaffected by the presence of a signed waiver.

Q: IS THERE A SPECIAL WAIVER FOR MOUNTAIN BIKING EVENTS?

No special waiver is needed for mountain biking events. The standard waiver located at www.americanspecialty.com/lab should be signed by each rider prior to each ride. Helmets must be worn as well.

Q: WHAT ARE THE BEST PRACTICES WHEN A RIDER ATTENDS ONE OR MULTIPLE CLUB RIDES BUT DOESN'T WANT TO JOIN?

First-time invited guests are protected in the same manner as club members. After the first ride, they are no longer covered unless they become a member of the club. We recommend that all non-members sign a waiver each time they ride with the club. We recommend individuals that are not covered under the club's insurance be notified of such.

OTHER TYPES OF COVERAGE FAQs

Q: I'M ON THE BOARD OF MY CLUB...SHOULD WE HAVE DIRECTORS AND OFFICERS LIABILITY INSURANCE?

All clubs and advocacy organizations should consider Directors and Officers Liability coverage, and Board members should have the opportunity to make the final determination of whether they want to purchase the coverage.

Directors and Officers coverage is designed to protect the club and individual Board members from claims that they have committed a wrongful act, error, or omission (e.g. how club funds are used or employment decisions). Covered claims can result from exposures such as discrimination against a rider, spectator or other constituent; wrongful termination of an employee or volunteer; mismanagement of funds; or negligence involving decisions that affect participants and others.

Directors and Officers liability insurance can be thought of as malpractice insurance for the organization and those who manage your club. So, the League recommends that each club make a conscious decision with its Board whether to purchase this coverage. For additional information or to purchase Directors and Officers coverage, please visit www.americanspecialty.com/lab. For each club, coverage is effective the day after the date of purchase and expires on February 1st.

Q: SHOULD I PURCHASE EXCESS COVERAGE?

Clubs participating in the liability insurance program should consider increasing the Club's limit of liability by securing a separate Excess Liability policy. American Specialty can provide an option for a stand-alone Excess Liability policy that applies to your Club only. Alternatively, Clubs can be added to the League's excess liability policy, which will increase the Club's limit of liability by \$1,000,000, but the limit is shared between the League and any other Club who has enrolled for a minimum premium of \$500. Additional limits, especially on a stand-alone basis, will further protect the interests of your club and its members. Please contact Rene Waterson at rwaterson@amerspec.com if you are interested in securing a quote for this important coverage.

Q: IS LEASED OR OWNED SPACE COVERED SUCH AS STOREFRONT, OFFICE, OR WAREHOUSE? WHAT ARE THE LIMITS?

General Liability coverage can be purchased for liability arising from the use of year-round office/warehouse space you rent, lease or own. The Limit is \$1,000,000 each occurrence/\$5,000,000 aggregate.

COVERAGE FOR OTHER ACTIVITIES FAQS

Q: WHAT IS A SPECIAL EVENT AND SHOULD I PURCHASE INSURANCE FOR MY SPECIAL EVENT?

If your club organizes a ride where there's an entrance fee for the ride, this is considered a Special Event and must be scheduled as such to your policy prior to the event date. An example would be your Big Century ride or fundraising ride for the local Kiwanis Club. In this instance, the club would need to purchase the same two types of insurance protection -- that is, both General Liability and excess Participant Accident -- for that specific event. If two riders collide and are injured, one a member of your club and one not, both have the same opportunity to seek reimbursement of medical expenses if their primary coverage is insufficient or non-existent. If either or both of the riders decide to sue the club because they feel the route planning or warnings were insufficient, the club is protected against both.

For bicycle clubs only, if you organize a ride with a fee but it is open only to members, this ride is considered a club ride and doesn't have to be paid for separately as a special event.

The club's position in the event of a lawsuit will be enormously strengthened against claims from both riders if they have signed a waiver - you would want to get a "waiver and release of liability" signed by every one of the participants, even if they are already a club member and signed a waiver when they joined the club or renewed their membership. The League's recommended waiver can be accessed at www.americanspecialty.com/lab.

Q: HOW DO I INSURE MY SPECIAL EVENT?

A Special Event must be scheduled prior to the event date online at www.americanspecialty.com/lab by clicking on the Special Event Insurance link. The event must be scheduled to the policy prior to the event date in order for coverage to apply. You will need your club confirmation number that you received when you purchased your coverage online in order to schedule your Special Event. Once the event has occurred you can go back online as noted above to pay for your Special Event. Premium is due within two weeks after the event has occurred. Special events can be scheduled online and a certificate can be issued immediately.

Q: DOES THE LEAGUE INSURANCE PROGRAM PROVIDE COVERAGE FOR THE CLUB IF IT PUTS ON BIKE SAFETY EDUCATION COURSES?

As long as you indicate that you conduct bike education courses at the time of enrollment, the general liability policy will provide coverage for bike education courses. For both advocacy organizations and bike clubs, the premium for this coverage is a flat premium that applies regardless of the number of courses you organize. The premium is higher if any of your courses include an on-bike component because on-bike activities pose greater risk of injury than classroom-only courses. If you indicate that some or all of your courses include an on-bike component, the attendees of the course automatically receive excess Participant Accident coverage during the on-bike portion of class. It is important to note that if you use LCI's to teach ALL your bike education courses, your bike education premium is 25% lower.

Q: DOES THE POLICY COVER BIKE REPAIR SERVICES (I.E. INDIVIDUALS BRING THEIR BIKES TO YOUR ORGANIZATION TO BE REPAIRED)?

No. The League program does not cover bike repair or maintenance services provided for a charge or free of charge through a bike shop, bike co-op, bike exchange or similar arrangement (Note: This restriction does not apply to incidental repairs or "bike check stations" that may be made available during the course of a bike rodeo, at a ride or a similar event-specific arrangement). If you engage in these services, you likely have coverage needs beyond that offered through the League's program such as coverage for your premises, inventory and tools, and should discuss coverage with a local insurance agent or broker. If your club provides certain incidental bike repair or maintenance services that represent only a small portion of your organization's operations, please contact American Specialty at 800-245-2744 to discuss whether coverage can be added to the League policy.

Q: DOES THE POLICY COVER BIKE REFURBISHMENT PROGRAMS (I.E. RENOVATING OR RESTORING BICYCLES AND DISTRIBUTING OR SELLING THEM TO SOMEONE OTHER THAN THE ORIGINAL OWNER)?

If receipts from your organization's refurbishment programs are less than \$100,000 annually, you can elect to add coverage for an additional premium of \$398.00. Coverage applies only if the optional bike refurbishment liability coverage is purchased.

Q: DOES THE LIABILITY POLICY COVER OUR ORGANIZATION IF WE PROMOTE SAFE ROUTES TO SCHOOL-TYPE ACTIVITIES?

Yes, the liability policy contemplates activities to promote the principles of Safe Routes to School. Please note, however, there are two notable policy exclusions that are applicable:

1. The liability policy excludes abuse or molestation claims;
2. The policy contains the following exclusion: Coverage does not apply to claims from organizing or supervising a walking school bus, bike train, or similar program that involves the regular

transportation of minors to and from school. This exclusion does not apply to organizing or supervising a “bike/walk to school” day. This exclusion does not apply to activities designed to encourage other organizations to organize a walking school bus, bike train, or similar program.

Q: DOES THE LEAGUE INSURANCE PROGRAM COVER NON-BICYCLE-RELATED ACTIVITIES SUCH AS HIKING, CROSS-COUNTRY SKIING, KAYAKING, ETC.?

Coverage does apply to non-competitive walking done in conjunction with a scheduled club ride. Other than that, the League program does not include coverage for activities that are not bicycle-related and therefore your club would need to secure another source of insurance for non-bicycle-related activities such as hiking, cross-country skiing, kayaking or other activities that could be construed to be “official” club activities.

Q: DOES THE LEAGUE INSURANCE PROGRAM COVER BIKE RENTAL PROGRAMS?

No. The League program does not include coverage for bicycle rental programs.

Q: DOES THE PROGRAM COVER OUR ORGANIZATION FOR TRAIL MAINTENANCE?

The League’s liability policy contemplates light trail maintenance (i.e. trash pick-up, trimming vegetation, etc.) in that it is a bicycle-related activity. However, excess Participant Accident coverage would not apply for individuals during trail maintenance activities as excess Participant Accident applies during covered rides only. Please note that if your organization is involved in any type of construction, design, engineering or contracted labor related to bicycle trails, you will need to contact American Specialty at 800-245-2744 to discuss your activities as the policy does not cover professional liability, consulting, or construction work.

Q: ARE MOUNTAIN BIKING EVENTS COVERED?

Coverage can be added to cover mountain biking during the online purchase process for an additional premium. Coverage applies to 52 or fewer rides per year. For insurance purposes mountain biking is defined as a ride conducted over rough terrain (rocks, tree roots) with a single track where a mountain bike must be used. Gravel rides conducted over gravel roads, trails that are not single track and where mountain bikes do not have to be used are not considered mountain bike rides for insurance purposes. Wheels stay on the ground for gravel rides.

Q: ARE KIDS EVENTS COVERED?

The League’s insurance program does not exclude cycling events conducted for kids such as bike rodeos.

Q: WHAT ABOUT KIDS EVENTS WHERE PARENTS AREN’T PRESENT SUCH AS BIKE BUSES OR TRIPS FOR KIDS RIDES?

If parents of a minor are not present on a ride, we recommend that an adult be assigned to each minor to oversee the minor. We recommend that the parents of the minor are aware of the situation and sign a document indicating that they understand and agree that an adult will be assigned to their minor child. We recommend avoiding one-on-one interaction between youth and Club volunteers.

Organizing or supervising a walking school bus, bike train, or similar program that involves the regular transportation of minors to and from school is excluded from the policy. This exclusion does not apply to organizing or supervising a “bike/walk to school” day or activities that encourage other organizations to establish such programs.

Q: ARE FOR-PROFIT ENDEAVORS (BIKE SHOPS, ETC.) COVERED?

The League's insurance program does not cover for-profit endeavors.

Q: ARE MULTI-DAY TOURS COVERED?

Non-commercial bicycle tours lasting longer than 5 days in length must have prior approval for coverage to apply.

Q: ARE INTERNATIONAL EVENTS COVERED?

Tours outside of the U.S. and Canada are excluded. This exclusion does not apply to rides that start in the U.S. and go into Canada for a portion of the ride and end back in the U.S.

Q: ARE COMPETITIVE EVENTS COVERED?

The League's insurance program excludes racing.

Q: WHAT IF MY RIDE ENDS AT A PLACE WITH ALCOHOL CONSUMPTION (BAR/BEER GARDEN)?

The standard general liability policy does not automatically include liquor liability coverage. If alcohol consumption is part of the ride, you will need to discuss the details of the alcohol exposure with an American Specialty representative to make sure that the alcohol exposure is covered.

Q: ARE BIKE VALET OPERATIONS COVERED? IS THERE ANY DIFFERENCE BETWEEN BIKE VALET OFFERED FOR A FEE VS. A FREE SERVICE?

Liability arising from bike valet operations is contemplated under the general liability policy. It is important to know that there is only limited coverage in place for damage to equipment that is in your care, custody, or control. Limit is \$5,000 per occurrence subject to a \$1,500 per claim deductible.

Q: ARE CYCLING WITHOUT AGE PROGRAMS OR PEDICAB PROGRAMS COVERED?

Cycling Without Age and Pedicab programs are excluded under the League's insurance program.