October 22-25, 2026 I Sheraton Boston Hotel

MAIA'S BIG EVENT 2026

Conference & Trade Show

Celebrating Independence!

10/23/2026
2:30 pm - 3:30 pm

E-Bikes... Covered or Not?

Safety Insurance

MAIA'S BIG EVENT 2026
Conference & Trade Show
Celebrating Independence!

E-bikes ....
covered or not ...







1

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With special thanks to the Insurance Services Office, Inc. and Automobile Insurers Bureau for advance information, continued support, and permission to use their forms and information.

Irene Morrill, CPCU, CIC, ARM, CRM, MLIS, CRIS, LIA, CPIW

2

E-bikes …all the rage

In 2018, there were 325,000 e-bike sales, but that number dropped to 287,000 the following year (covid)

In 2021, e-bike sales saw exceptional growth, and sales more than doubled from the previous year.

In 2022, there were 1.1 million e-bikes sold in the United States, almost four times as many as were sold in 2019.

U.S. e-bike market reached 1.68 billion in 2025



3

E-bikes …all the rage

Consumer Product Safety commission (CPSC) found injuries from using e-bikes, e-scooters, hoverboards jumped 70% from 2017 to 2020 - rising 127% from 2017 to 2021



A 2019 report found *e-bike riders cause 3 times more pedestrian collisions than traditional pedal cyclists*



4

E-bikes …all the rage

Dr. Charles DiMaggio, professor of surgery at NY University authored a peer-reviewed study that found *e-bike riders were more likely to require hospitalization than those using regular bikes*

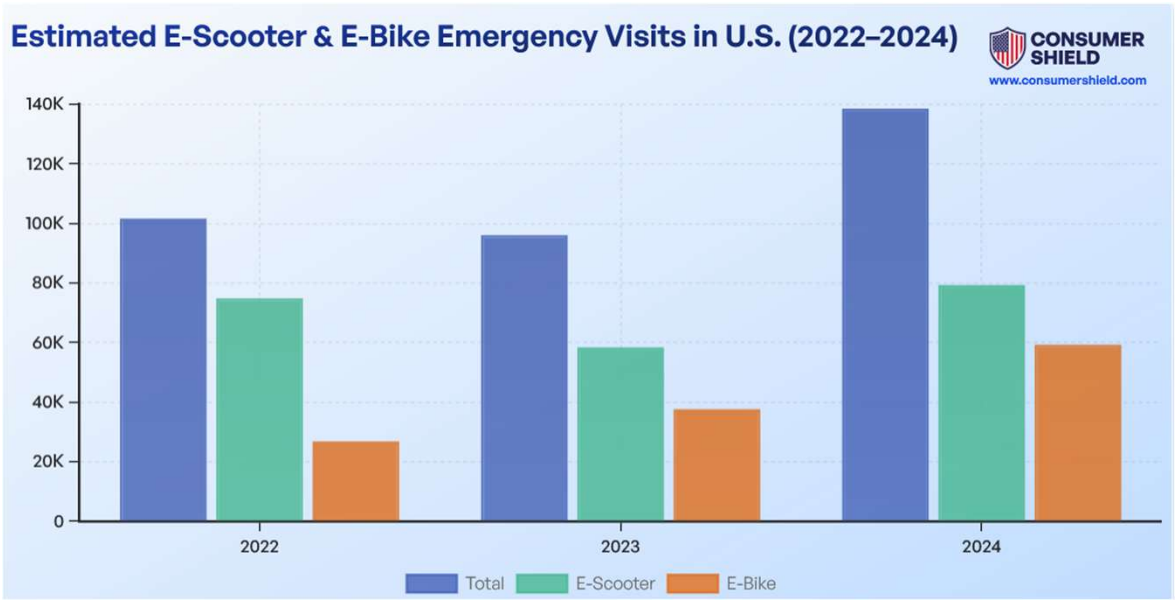
Orange County's Providence Mission Hospital reported a 500% year-over-year increase in electric bike accidents

In first 8 months of 2021 hospital treated 70 e-bike trauma patients with 22 of them being children



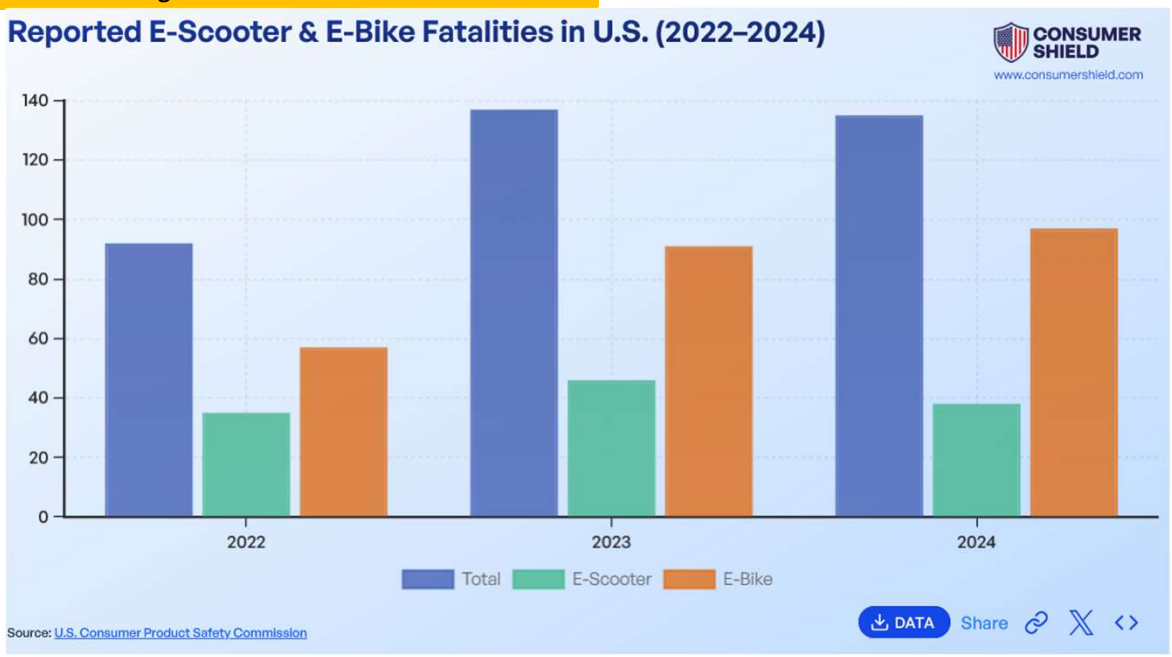
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E-bikes …all the rage



6

E-bikes …all the rage



7

E-bikes …recent claims

14-year-old riding a high-powered electric motorbike struck an 81-year-old man near an Orange County high school,

leading to felony charges against the boy's mother, according to the *Los Angeles Times*.

Prosecutors claim the teen had been doing "wheelies" in the middle of the road when the collision occurred and





that the mother had previously been warned about the dangers and legal implications of allowing her son to operate the vehicle.

8

E-bikes …recent claims

July 2026
The family of a 17-year-old killed in an e-bike crash in Lower Manhattan says he was just on his way to work. City officials say he was riding an illegal e-bike when he collided with a car. CBS News New York's Adi Guajardo spoke with his mother and sister.

Aug 13 2026
COLUMBUS, Ohio (WCMH) -- One person has died due to a crash on Aug. 13. On Thursday at 2:28 p.m., an adult identified as William Brewer, 58, was riding an e-bike and traveling north on Summit Street in the bike lane. A Ford E-250 was driving east on East 18th Avenue. The driver of the Ford tried to make a right-hand turn to go south on Summit Street and struck Brewer. He was then thrown from the e-bike. He was taken to a hospital in stable condition, and was later upgraded to critical condition with life-threatening injuries.

9

E-bikes …recent claims

July 2026
Fire blamed on E-Bike battery kills 1, injures 6 in Bronx apartment building

May 2025
E-bike lithium-ion battery suspected of sparking Bronx fire.

10

E-bikes …what are they

E-bikes weigh on the average between 40-80 lbs – difference based on type, battery and motor sizes and materials used

Overall E-bikes can be classified into two categories

11

E-bikes …what are they

Types of E-bikes?

MA law not recognize this category as e-bike … if exceed Class 1 & 2 thresholds – may be considered "motorized bicycle" under GL c 90.1 subject to registration, license and helmet requirements

Class 1 e-bikes	Class 2 e-bikes	Class 3 e-bikes
have pedal-activated assistance that stops after the bike reaches 20 mph. No throttle	have pedal-activated assistance that stops at 20 mph. Class 2 e-bikes have throttle-activated assistance modes, which means the bike can provide electrical assistance even when you stop pedaling, like a motorbike. You don't have to pedal to benefit from the motor	have pedal-activated assistance that stops after the bike reaches 28 mph. May have throttle but throttle speed capped at 20 mph







12

E-bikes ...what are they



CLASS 1

- Allowed on shared bike paths and trails alongside traditional, non- electric bikes.
- Pedal-assist
- Max 20mph
- Best for beginners



CLASS 2

- Allowed on most shared bike paths and trails alongside traditional, non- electric bikes.
- Throttle instead of pedal assist
- Max 20 mph
- Best for people with limited mobility



CLASS 3

- Pedal assist and throttle
- Max 28 mph
- Speedometer required
- Restricted from some bike paths and multi-use trails
- Recommend for more advanced riders

13

E-bikes ...and motor vehicle registration

Are e-bikes subject to motor vehicle registration in MA or other surrounding states?

Are e-bikes considered motor vehicles by state law – do states require the owner buy insurance?



14

E-bikes …and motor vehicle registration

MGL 90 governs what a motor vehicle is in Massachusetts and what vehicles require motor vehicle insurance -

section 1 of MGL 90 provides definitions of various vehicles



15

E-bikes …and motor vehicle registration

This definition governs what is subject to financial responsibility in MA

"Motor vehicles" all vehicles constructed and designed for propulsion by power other than muscular power including such vehicles when pulled or towed by another motor vehicle, except railroad and railway cars, vehicles operated by the system known as trolley motor or trackless trolley under chapter one hundred and sixty-three or section ten of chapter five hundred and forty-four of the acts of nineteen hundred and forty-seven, vehicles running only upon rails or tracks, vehicles used for other purposes than the transportation of property and incapable of being driven at a speed exceeding twelve miles per hour and which are used exclusively for the building, repair and maintenance of highways or designed especially for use elsewhere than on the travelled part of ways, wheelchairs owned and operated by invalids and vehicles which are operated or guided by a person on foot; provided, however, that the exception for trackless trolleys provided herein shall not apply to sections seventeen, twenty-one, twenty-four, twenty-four I, twenty-five and twenty-six. The definition of "Motor vehicles" shall not include electric bicycles or motorized bicycles. In doubtful cases, the registrar may determine whether or not any particular vehicle is a motor vehicle as herein defined. If he determines that it should be so classified, he may require that it be registered under this chapter, but such determination shall not be admissible as evidence in any action at law arising out of the use or operation of such vehicle previous to such determination.

16

E-bikes ...and motor vehicle registration

MGL 90 governs what a motor vehicle is in Massachusetts and what vehicles require motor vehicle insurance - section 1 defines various vehicles

"Motorized bicycle", a pedal bicycle which has a helper motor, or a non-pedal bicycle which has a motor, with a cylinder capacity not exceeding fifty cubic centimeters, an automatic transmission, and which is capable of a maximum speed of no more than thirty miles per hour; provided, that the definition of "motorized bicycle" shall not include an electric bicycle.

"Motorized scooter", any 2 wheeled tandem or 3 wheeled device, that has handlebars, designed to be stood or sat upon by the operator, powered by an electric or gas powered motor that is capable of propelling the device with or without human propulsion. The definition of "motorized scooter" shall not include a motorcycle, electric bicycle or motorized bicycle or a 3 wheeled motorized wheelchair.

17

E-bikes ...and motor vehicle registration

MGL 90 governs what a motor vehicle is in Massachusetts and what vehicles require motor vehicle insurance - section 1 defines various vehicles

'Electric bicycle", a bicycle or tricycle equipped with fully operable pedals and an electric motor of 750 watts or less that meets the requirements of a class 1 electric bicycle or a class 2 electric bicycle.

18

E-bikes ...and motor vehicle registration

MGL 90 governs what a motor vehicle is in Massachusetts and what vehicles require motor vehicle insurance - section 1 defines various vehicles

"Class 1 electric bicycle", an electric bicycle or tricycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches the speed of 20 miles per hour.

"Class 2 electric bicycle", an electric bicycle or tricycle equipped with a motor that may be used exclusively to propel the bicycle and that is not capable of providing assistance when the bicycle reaches the speed of 20 miles per hour.

19

E-bikes ...and motor vehicle registration



E-BIKES IN MASSACHUSETTS



As of 2022, e-bikes have their own classification in Massachusetts!

E-bike riders are afforded the same rights and privileges related to all bicycle riders, except that e-bikes are not allowed to be ridden on sidewalks.

E-Bike Classifications

Class 1: Bicycle or tricycle equipped with a motor that provides assistance only when the rider is pedaling, and that ceases to provide assistance when the e-bike reaches 20 mph.

20

E-bikes …state regulated or not

Class 2: Bicycle or tricycle equipped with a throttle-actuated motor that ceases to provide assistance when the e-bike reaches 20 mph.

Note: MassBike will continue to advocate for a Class 3 definition to match Massachusetts law with federal definitions

21

E-bikes …state regulated or not

Where can I ride e-bikes in Massachusetts?
Almost anywhere you currently ride a traditional bike!

- Allowed on roadways and in bike lanes
- Allowed on bike paths, except where prohibited by local jurisdictions (check for signage!)
- Not allowed on sidewalks
- Not allowed on natural surface trails (ie mountain bike trails), unless specifically allowed by the local jurisdiction (check for signage!)

22

E-bikes …state regulated or not

Maura Healey recommended legislation to "enhance the safe use of micromobility devices"

Senate bill No. 3077 "Ride Safe Act" submitted 5/4/2026

Maybe to be effective 1/1/2028

23

E-bikes …covered or not

E-bikes can be purchased and/or rented.

Is there coverage for the individual under any of his/her current policies if purchase or rent?

24

Ebikes and the MAP

None of the states in our area …including MA requires registration for e-bikes

The MAP defines auto …and if not an "auto" can't insure under a MAP or BAP w/o proper symbol

4. Auto – means a land motor vehicle or trailer but does not include:

A. Any vehicle operated on rails or crawler treads.

B. Any vehicle or trailer while it is located for use as a residence or premises. We consider such a vehicle to be an auto while it is being used on public roads or for recreational use.

C. A farm tractor or other equipment designed for use principally off public roads. We will consider a tractor or other equipment to be an auto while it is being used on public roads.

D. Any vehicle not subject to motor vehicle registration such as a moped, dirt bike, mini-bike, snowmobile or an all-terrain vehicle.

25

Ebikes and the MAP

National PAP

The national PAP doesn't define "auto" as we do in MA but Part A Liability Coverage excludes

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. Any vehicle which:

a. Has fewer than four wheels; or

b. Is designed mainly for use off public roads.

This exclusion **(B.1.)** does not apply:

(1) While such vehicle is being used by an "insured" in a medical emergency;

(2) To any "trailer"; or

(3) To any non-owned golf cart.

26

Ebikes and the MAP

National PAP

The national PAP doesn't define "auto" as we do in MA but Part B Medical Payments Coverage excludes

EXCLUSIONS

We do not provide Medical Payments Coverage for any "insured" for "bodily injury":

1. Sustained while "occupying" any motorized vehicle having fewer than four wheels.

27

Ebikes and the MAP

The national auto policy has a Miscellaneous vehicle endorsement PP 03 23 which could be used to cover something the PAP excludes … with carrier permission

POLICY NUMBER:

PERSONAL AUTO
PP 03 23 09 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

SCHEDULE

1. **Description And Type Of Vehicle:**

☐ If indicated to the left or in the Declarations, the **Passenger Hazard Exclusion** described below applies to the Vehicle described above in this Item **1.**

28

Ebikes and the MAP

POLICY NUMBER: PERSONAL AUTO PP 03 23 09 18

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MISCELLANEOUS TYPE VEHICLE ENDORSEMENT

SCHEDULE

1. Description And Type Of Vehicle:

☐ If indicated to the left or in the Declarations, the **Passenger Hazard Exclusion** described below applies to the Vehicle described above in this Item 1.

2. Description And Type Of Vehicle:

☐ If indicated to the left or in the Declarations, the **Passenger Hazard Exclusion** described below applies to the Vehicle described above in this Item 2.

3. Description And Type Of Vehicle:

☐ If indicated to the left or in the Declarations, the **Passenger Hazard Exclusion** described below applies to the Vehicle described above in this Item 3.

Coverage is provided where a premium and a limit of liability are shown for the coverage.

Vehicle	Coverages	Limit Of Liability		Premium
	Liability			
1.	Bodily Injury	$	Each Person	$
		$	Each Accident	
	Property Damage	$	Each Accident	$
2.	Bodily Injury	$	Each Person	$
		$	Each Accident	
	Property Damage	$	Each Accident	$
3.	Bodily Injury	$	Each Person	$
		$	Each Accident	
	Property Damage	$	Each Accident	$
	Medical Payments			
1.		$	Each Person	$
2.		$	Each Person	$
3.		$	Each Person	$

Vehicle	Coverages	Limit Of Liability		Premium
	Uninsured Motorists			
1.	Bodily Injury	$	Each Person	$
		$	Each Accident	
	Property Damage	$	Each Accident	$
2.	Bodily Injury	$	Each Person	$
		$	Each Accident	
	Property Damage	$	Each Accident	$
3.	Bodily Injury	$	Each Person	$
		$	Each Accident	
	Property Damage	$	Each Accident	$
	Collision			
1.		$	Less $ Deductible	$
2.		$	Less $ Deductible	$
3.		$	Less $ Deductible	$
	Other Than Collision			
1.		$	Less $ Deductible	$
2.		$	Less $ Deductible	$
3.		$	Less $ Deductible	$
			Total Premium	$

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

NOTICE

For the Collision and Other Than Collision Coverages, the amount shown in the Schedule or in the Declarations is not necessarily the amount you will receive at the time of loss or damage for the described property. PLEASE refer to the Limit Of Liability Provision below.

Good news is UM/UIM and physical damage in addition to BI/PD/MP can be purchased under the endorsed PAP

29

Ebike accident and a look at coverage

Claim submitted by an agent –
2 boys 15 years old riding ebikes on the sidewalk and a car makes a left-hand turn in front of them and they hit the car and sustain minor injuries.

The owner of the car is asking the boys parents to pay for damage to his car.

There is a dent in the door and side view mirror is damaged.

Is there coverage under the auto policy or would the boys' parents HO3 pay out???





30

Ebike accident

Per previous discussion …there is NO possibility of coverage under parents MAP as an e-bike is not an auto by definition ….



I'd let the health carrier know …and let them subrogate.



I'm assuming the kids went from the sidewalk and across the street … otherwise …car has no business on the sidewalk! But generally - neither does e-bike

31

Ebikes and the HO policy Will the ISO HO policy respond for the e-bike owner damage to car

The HO-91 doesn't define "motor vehicle". There is a discussion of limiting contents coverage and excluding liability coverage for *motorized land conveyances*.

What does the dictionary.com say about "motor":

motor [moh-ter] SHOW IPA

See synonyms for: motor / motored / motoring on Thesaurus.com

noun

1. a comparatively small and powerful engine, especially an internal-combustion engine in an automobile, motorboat, or the like.
2. any self-powered vehicle.

SEE MORE

adjective

6. pertaining to or operated by a motor.
7. of, for, by, or pertaining to motor vehicles: *motor freight.*

32

Ebikes and the HO policy

Under the HO-2000/2011 the "ebike" appears to qualify as a "motor vehicle" – which is a defined term

HO-2000/2011 – self propelled land vehicle (ebike)

7. "Motor vehicle" means:
   - **a.** A self-propelled land or amphibious vehicle; or
   - **b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

Class 1 can be self-propelled only with pedal assistance
Class 2 throttle activated is self-propelled

33

Ebikes and the HO policy

HO-2022 language …a little more dangerous



11. "Motor vehicle" means:
    - **a.** A land or amphibious vehicle that is self-propelled or capable of being self-propell
    - **b.** Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a described in **11.a.** above.

Hmmmmm ….all e-bikes are "capable of being" … Self-propelled….

34

Ebikes and the HO policy

ISO HO-2022 filing



Change No. 22 – Motorized Bicycles and Motorized Scooters

Background

In recent years, bicycles and scooters with motors, particularly but not exclusively electric motors, have become increasingly common, especially in urban areas.

Motorized bicycles generally fall into two categories. Some are fully self-propelled by a motor. Others are what is known as pedal-assisted. Pedal-assisted bicycles, in general, are only occasionally propelled by an electric motor attached to the wheel or the hub of the bicycle, and usually require pedaling to initiate and/or continue the motion of the vehicle. Motorized scooters are generally propelled solely by their motors.

We believe that motorized bicycles and motorized scooters present hazards very similar to those presented by other motor vehicles designed for recreational use and not generally subject to motor vehicle registration. Therefore, we are making changes to address these vehicle's exposures in a similar manner, as well as giving insurers additional options in addressing these types of vehicles.

35

Ebikes and the HO policy

ISO intention to make sure that motorized scooters AND pedal-assisted motorized be INCLUDED in the "motor vehicle" definition

Change No. 22 – Motorized Bicycles and Motorized Scooters

Explanation of Changes

To more explicitly express that motorized scooters and pedal-assisted motorized bicycles are included in our definition of motor vehicle, and hence provided coverage as specified for both owned and non-owned recreational vehicles under Section II - Liability Coverage of the policy, we are revising the definition of motor vehicle as follows:

"Motor vehicle" means:

a. A land or amphibious vehicle that is self-propelled ~~land or amphibious vehicle~~or capable of being self-propelled; or

b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

36

Ebikes and the HO policy

All the ISO editions have

limitations on contents coverage for "motor vehicles" or motorized land conveyances - exclude unless

- **USED to service a residence**
- **or**
- **designed to assist the handicapped**

NO contents coverage for recreational vehicles

liability exclusions for "motor vehicles" and/or motorized land conveyances.



37

Ebikes and the HO policy

HO-2000/2011/2022

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
   - **a.** Is registered for use on public roads or property;
   - **b.** Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

This part of the exclusion probably doesn't apply – since no state in our area …or possibly the country requires registration of e-bikes for use on the road – though MA Safe Act will if certain MPH or watts

38

Ebikes and the HO policy

HO-2000/2011/2022 and OWNED e-bikes

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

.....

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

.....

d. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place:

(a) On an "insured location" as defined in Definition **B.6.a., b., d., e.** or **h.**; or

E-bikes seemed to be "designed for recreational use" - though some are used for delivery/business…

In today's world they might be utilized to get to work as a cheap means of transportation for local employment – still recreational

More cities/towns create bike paths on public roadways where bikes and e-bikes can be used – generally no sidewalk usage

39

Ebikes and the HO policy

HO-2000/2011/2022 and OWNED e-bikes

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

.....

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

.....

d. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place:

(a) On an "insured location" as defined in Definition **B.6.a., b., d., e.** or **h.**; or

The bad news …

when it is an owned recreational "motor vehicle" designed for off public road use and NOT subject to registration …
can ONLY be used on CERTAIN "insured locations" …

Which does NOT include use on roads …whether in bike paths or not

40

Ebikes and the HO policy

HO-91

1. **Coverage E – Personal Liability** and **Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

f. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";

This exclusion does not apply to:

(1) A trailer not towed by or carried on a motorized land conveyance.

(2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:

(a) Not owned by an "insured"; or

(b) Owned by an "insured" and on an "insured location";

Similar discussion for HO-91 regarding e-bikes …
The bad news …

when it is an owned recreational motorized land conveyance DESIGNED for OFF road use it can ONLY be used an "insured location" – but you get all 8 of them

Which still does NOT include use on roads …whether in bike paths or not

41

Ebikes and the HO policy

- **The insured location definition is essentially the same in all the ISO HO editions**

HO-2000/2011/2022

- **an OWNED recreational vehicle designed for use off public roads can only be used on CERTAIN "insured locations" a., b., d., e., h.,**

public road is NOT an "insured location".

Doesn't look like parents HO policy will respond to the damaged car

"Insured location" means:

a. The "residence premises";

b. The part of other premises, other structures and grounds used by you as a residence; and

(1) Which is shown in the Declarations; or

(2) Which is acquired by you during the policy period for your use as a residence;

c. Any premises used by you in connection with a premises described in **a.** and **b.** above;

d. Any part of a premises:

(1) Not owned by an "insured"; and

(2) Where an "insured" is temporarily residing;

e. Vacant land, other than farm land, owned by or rented to an "insured";

f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";

g. Individual or family cemetery plots or burial vaults of an "insured"; or

h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

42

Ebikes and the HO policy

- **The insured location definition is essentially the same in all the ISO HO editions**

HO-91
an OWNED recreational vehicle designed for use off public roads can only be used on ALL the "insured locations" but a public road is NOT an "insured location".

Doesn't look like parents HO policy will respond to the damaged car

"Insured location" means:

a. The "residence premises";

b. The part of other premises, other structures and grounds used by you as a residence; and

(1) Which is shown in the Declarations; or

(2) Which is acquired by you during the policy period for your use as a residence;

c. Any premises used by you in connection with a premises described in **a.** and **b.** above;

d. Any part of a premises:

(1) Not owned by an "insured"; and

(2) Where an "insured" is temporarily residing;

e. Vacant land, other than farm land, owned by or rented to an "insured";

f. Land owned by or rented to an "insured" on which a one-, two-, three- or four-family dwelling is being built as a residence for an "insured";

g. Individual or family cemetery plots or burial vaults of an "insured"; or

h. Any part of a premises occasionally rented to an "insured" for other than "business" use.

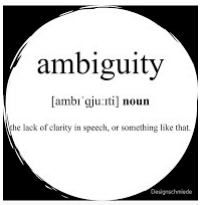
43

Ebikes and the HO policy

The parents HO policy probably won't respond to damage to the car UNLESS with a class 1 e-bike (pedal assisted activation of battery motor) one argues that THIS e-bike can be operated w/o engaging the motor –and the *motor was NOT engaged at the time of accident.*

Is it truly a "motor vehicle" if it can be operated under pedal power OR via motor-assisted pedaling, is that really a "motor vehicle" …at least under the HO-2000 or HO-2011 ….or even a *motorized land conveyance* under the HO-91

At the very least …*this is an argument for "ambiguity"*



44

Ebikes and the HO policy

The HO-2022 changes the "motor vehicle" definition from

"motor vehicle" means

a self-propelled land or amphibious vehicle"

to

"motor vehicle" means

A land or amphibious vehicle that is ***self-propelled*** ***or capable of being self-propelled;***

Does the "capable of being self-propelled" remove the issue of ambiguity and provide a stronger denial ability for the carrier?



45

Ebikes and the HO policy

The class 2 (throttle assisted) e-bike …starts motorized …then the motor shuts off when 20 mph is reached ….

This lends itself to being excluded under the HO-91, HO-2000, HO-2011…

unless it can be proven that the cyclist was going "wicked fast" and then the motor shuts off



Again the HO-2022 most likely can ALWAYS consider it a "motor vehicle" because of the additional language of "capable of being self-propelled"



46

Ebikes and the HO policy

What about contents coverage for the owned e-bike?

Costs can range from under $1,000 to over $5,000 depending on how much one wants to spend – "high end" or cheap fun???



According to the NCSL, the average price for an electric commuter bike is $2,000 to $3,000, compared with $1,000 for a conventional midrange commuter bicycle

47

Ebikes and the HO policy

Coverage C under any ISO HO edition discusses "motor vehicles" or *motorized land conveyances"* under the

Property NOT covered section of coverage C



48

Ebikes and the HO policy

3. Motor vehicles or all other motorized land conveyances. This includes:
   a. Their equipment and accessories; or
   b. Electronic apparatus that is designed to be operated solely by use of the power from the electrical system of motor vehicles or all other motorized land conveyances. Electronic apparatus includes:
      (1) Accessories or antennas; or
      (2) Tapes, wires, records, discs or other media;

   for use with any electronic apparatus.

   The exclusion of property described in **3.a.** and **3.b.** above applies only while the property is in or upon the vehicle or conveyance.

   We do cover vehicles or conveyances not subject to motor vehicle registration which are:
   a. Used to service an "insured's" residence; or
   b. Designed for assisting the handicapped;

HO-91

Excludes all motor vehicles and motorized land conveyances …

if carrier interprets e-bike as a *motorized land conveyance"* there would be no coverage unless

Services insured's residence
Or
Designed to assist handicapped

49

Ebikes and the HO policy

HO-2000
Excludes all "motor vehicles"…

7. "Motor vehicle" means:
   a. A self-propelled land or amphibious vehicle; or
   b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

if carrier interprets e-bike as a "motor vehicle" there would be no coverage unless

SOLELY services an insured's residence
Or
Designed to assist handicapped

c. "Motor vehicles".
   (1) This includes:
      (a) Their accessories, equipment and parts; or
      (b) Electronic apparatus and accessories designed to be operated solely by power from the electrical system of the "motor vehicle". Accessories include antennas, tapes, wires, records, discs or other media that can be used with any apparatus described above.

   The exclusion of property described in **(a)** and **(b)** above applies only while such property is in or upon the "motor vehicle".

   (2) We do cover "motor vehicles" not required to be registered for use on public roads or property which are:
      (a) Used solely to service an "insured's" residence; or
      (b) Designed to assist the handicapped;

50

Ebikes and the HO policy

HO-2011

Excludes all “motor vehicles”…

7. "Motor vehicle" means:
   a. A self-propelled land or amphibious vehicle; or
   b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **a.** above.

if carrier interprets e-bike as a “motor vehicle” there would be no coverage unless

SOLELY services a residence
Or
Designed to assist handicapped

c. "Motor vehicles".

This includes a "motor vehicle's" equipment and parts. However, this Paragraph **4.c.** does not apply to:

(1) Portable electronic equipment that:

(a) Reproduces, receives or transmits audio, visual or data signals; and

(b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.

(2) "Motor vehicles" not required to be registered for use on public roads or property which are:

(a) Used solely to service a residence; or

(b) Designed to assist the handicapped;

51

Ebikes and the HO policy

c. "Motor vehicles".

This includes a "motor vehicle's" equipment, and parts, that are in or upon the "motor vehicle". However, this Paragraph **4.c.** does not apply to:

(1) Portable electronic equipment that:

(a) Reproduces, receives or transmits audio, visual or data signals; and

(b) Is designed so that it may be operated from a power source other than a "motor vehicle's" electrical system.

(2) "Motor vehicles" not required to be registered for use on public roads or property which are:

(a) Used solely to service a residence; or

(b) Designed to assist the handicapped;

HO-2022

Excludes all “motor vehicles”…

11. "Motor vehicle" means:
   a. A land or amphibious vehicle that is self-propelled or capable of being self-propelled; or
   b. Any trailer or semitrailer which is being carried on, towed by or hitched for towing by a vehicle described in **11.a.** above.

if carrier interprets e-bike as a “motor vehicle” - and it's easiest to do with this HO edition there would be no coverage unless
SOLELY services a residence
Or
Designed to assist handicapped

52

Ebikes and the HO policy

The ISO HO policy is not really designed to provide contents coverage to "recreational vehicles" of ANY type

But …then …it also doesn't provide much coverage to watercraft or trailers - either

If NOT a "motor vehicle" or *motorized land conveyance,* then Coverage C would apply

Like liability coverage … it can depend on

Class of e-bike
Company interpretation
ISO HO edition date



53

Ebike accident – rented e-bikes

There are many places to rent e-bikes …
would the answer regarding HO coverage if the insured riding a rented e-bike hit something?





54

Rented Ebikes and the HO policy

HO-91

1. **Coverage E – Personal Liability** and **Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

f. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";

The ISO HO-91 excludes all BI/PD arising out of the ownership, use, loading, of ALL motorized land conveyances …

The exclusion doesn't even mention registration or not … so have to read more

55

Ebikes and the HO policy

HO-91

1. **Coverage E – Personal Liability** and **Coverage F – Medical Payments to Others** do not apply to "bodily injury" or "property damage":

f. Arising out of:

(1) The ownership, maintenance, use, loading or unloading of motor vehicles or all other motorized land conveyances, including trailers, owned or operated by or rented or loaned to an "insured";

This exclusion does not apply to:

(1) A trailer not towed by or carried on a motorized land conveyance.

(2) A motorized land conveyance designed for recreational use off public roads, not subject to motor vehicle registration and:

(a) Not owned by an "insured"; or

(b) Owned by an "insured" and on an "insured location";

Reading the HO-91 first ….makes it easier to interpret later editions

HO-91 regarding e-bikes …

The GOOD news …if it qualifies as *"DESIGNED for recreational use and not subject to motor vehicle registration…*

when it is NOT owned by an insured a "motor vehicle" can be used ANYWHERE

56

Rented Ebikes and the HO policy

HO-2000/2011/2022

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":
   - **a.** Is registered for use on public roads or property;
   - **b.** Is not registered for use on public roads or property, but such registration is required by a law, or regulation issued by a government agency, for it to be used at the place of the "occurrence"; or

This part of the exclusion probably does not apply – since most states at this point do not requirea registration of e-bikes for use on the side of the road -

57

Ebikes and the HO policy

HO-2000/2011/2022 and rented e-scooter

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

.....

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

.....

d. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place:

(a) On an "insured location" as defined in Definition **B.6.a., b., d., e.** or **h.**; or

As said before …
E-bikes seemed to be "designed for recreational use" … which can include use for "transportation"

More cities/towns create bike paths on roadways where bikes and e-bikes can be used – generally no sidewalk usage (though MA law discusses that individual communities can make own more restrictive laws)

58

Ebikes and the HO policy

HO-2000/2011/2022 and OWNED e-bikes

SECTION II – EXCLUSIONS

A. "Motor Vehicle Liability"

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if, at the time and place of an "occurrence", the involved "motor vehicle":

.....

2. If Exclusion **A.1.** does not apply, there is still no coverage for "motor vehicle liability", unless the "motor vehicle" is:

.....

d. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place:

(a) On an "insured location" as defined in Definition **B.6.a., b., d., e.** or **h.**; or

The GOOD news ...if it qualifies as *"DESIGNED for recreational use OFF public roads" which it can be considered if not subject to registration ...*

when it is NOT owned by an insured it can be used ANYWHERE ....

Which does include use on roads ... whether in bike paths or not

59

Ebikes and the HO policy -

HO -91 Incidental motorized land conveyance endorsement HO 24 13 05 94

Doesn't allow
- **motorized bicycle**
- **or**
- **even if not call it a motorized bicycle - can only have maximum of 15 mph**

So no good for owned motorized bicycle....

HOMEOWNERS
HO 24 13 05 94

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL MOTORIZED LAND CONVEYANCES

SECTION II

For an additional premium, Coverage E – Personal Liability and Coverage F – Medical Payments to Others apply to "bodily injury" or "property damage" arising out of the ownership, maintenance, use, operation, loading or unloading, by an "insured," of a motorized land conveyance.

However, coverage provided by this endorsement does not apply to a motorized bicycle, moped or motorized golf cart and does not apply to any other conveyance:

a. With a maximum attainable speed of more than 15 miles per hour;

b. Subject to motor vehicle registration;

c. While used to carry persons for a charge;

d. While used for "business" purposes;

e. While rented to others; or

f. While being operated in any prearranged or organized race, speed contest or other competition.

Section **II** exclusion **1.f.** does not apply to conveyances covered by this endorsement.

With respect to conveyances covered by this endorsement, the definition of "insured" includes any person or organization legally responsible for the covered conveyance owned by an "insured," but does not include a person or organization using or having custody or possession of the conveyance without the permission of the owner.

All other provisions of this policy apply.

60

Ebikes and the HO policy

HO -2000 Incidental motorized land conveyance endorsement HO 24 13 10 00

Doesn't allow
- **motorized bicycle**
- **or**
- **even if not call it a motorized bicycle - can only have maximum of 15 mph**

So no good for owned motorized bicycle....

HOMEOWNERS
HO 24 13 10 00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL LOW POWER RECREATIONAL MOTOR VEHICLE

DEFINITIONS

With respect to a "motor vehicle" covered by this endorsement, Definition **5.** which defines "Insured" is extended to include any person or organization legally responsible for the covered "motor vehicle" owned by an "insured". Definition **5.**, however, does not include a person or organization using or having custody or possession of the "motor vehicle" without the permission of the owner.

SECTION II – EXCLUSIONS

Paragraph **A.2.d.** is deleted and replaced by the following:

d. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place:

(a) On an "insured location" as defined in Definitions **B.6.a, b., d., e.** or **h.**; or

(b) Off an "insured location" but only if the "motor vehicle":

(i) Was not built or modified after manufacture to exceed a speed of 15 miles per hour on level ground; or

(ii) Is not a motorized bicycle, moped or motorized golf cart, regardless of its speed capability.

All other provisions of this policy apply.

61

Ebikes and the HO policy

HO -2011 Incidental motorized land conveyance endorsement HO 24 13 05 11

Doesn't allow
- **motorized bicycle**
- **or**
- **even if not call it a motorized bicycle - can only have maximum of 15 mph**

So no good for owned motorized bicycle....

HOMEOWNERS
HO 24 13 05 11

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL LOW POWER RECREATIONAL MOTOR VEHICLE LIABILITY COVERAGE ENDORSEMENT

DEFINITIONS

With respect to a "motor vehicle" covered by this endorsement, Definition **5.**, which defines "Insured", is extended to include any person or organization legally responsible for the covered "motor vehicle" owned by an "insured". Definition **5.**, however, does not include a person or organization using or having custody or possession of the "motor vehicle" without the permission of the owner.

SECTION II – EXCLUSIONS

Paragraph **A.2.d.** is ~~deleted and~~ replaced by the following:

d. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place:

(a) On an "insured location" as defined in Definitions **B.6.a, b., d., e.** or **h.**; or

(b) Off an "insured location" but only if the "motor vehicle":

(i) Was not built or modified after manufacture to exceed a speed of 15 miles per hour on level ground; or

(ii) Is not a:

i. ~~m~~Motorized bicycle;

ii. Motorized scooter;

iii. ~~m~~Moped; or

iv. ~~m~~Motorized golf cart, regardless of its speed capability.

All other provisions of this policy apply.

REVISIS

62

Ebikes and the HO policy

HO-2022 modified HO 24 13 to allow liability coverage for owned motorized bikes as long as not go faster than 28 mph which can mean class 1 and 2 and 3 – <u>if not subject to registration</u>

Change No. 22 – Motorized Bicycles and Motorized Scooters

In addition, we are also revising Incidental Low Power Recreational Motor Vehicle Liability Coverage Endorsement **HO 24 13** to newly provide liability coverage with respect to owned motorized bicycles and motorized scooters while being used off an insured location. Also, as part of this change, since certa classes of electric bicycles can operate at speeds up to 28 mph, we are a increasing the speed limitation for certain other owned recreational vehicles the endorsement from 15 mph to 28 mph. The 28-mph threshold was selected reviewing the 3-class-system for classifying electric bicycles that has be adopted in several states and choosing as our benchmark the top spe allowable for a class 3 motorized bicycle. As noted by the National Conference State Legislatures, Classification 3 is defined as follows:

- Class 3 electric bicycle: A bicycle equipped with a motor that provid assistance only when the rider is pedaling, and that ceases to provi assistance when the bicycle reaches the speed of 28 miles per hour a is equipped with a speedometer.

The revisions to **HO 24 13** are as follows:

SECTION II – EXCLUSIONS

Paragraph **A.2.d.** is replaced by the following:

d. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place:

(a) On an "insured location" as defined in Definition **B.6.a., b., d., e.** or **h.**; or

(b) Off an "insured location" but only if the "motor vehicle":

(i) Was not built or modified after manufacture to exceed a speed of ~~15~~28 miles per hour on level ground; ~~or~~and

(ii) Is not a:

~~**i.** Motorized bicycle;~~

~~**ii.** Motorized scooter;~~

iii. Moped; or

iiv. Motorized golf cart, regardless of its speed capability.

All other provisions of this policy apply.

63

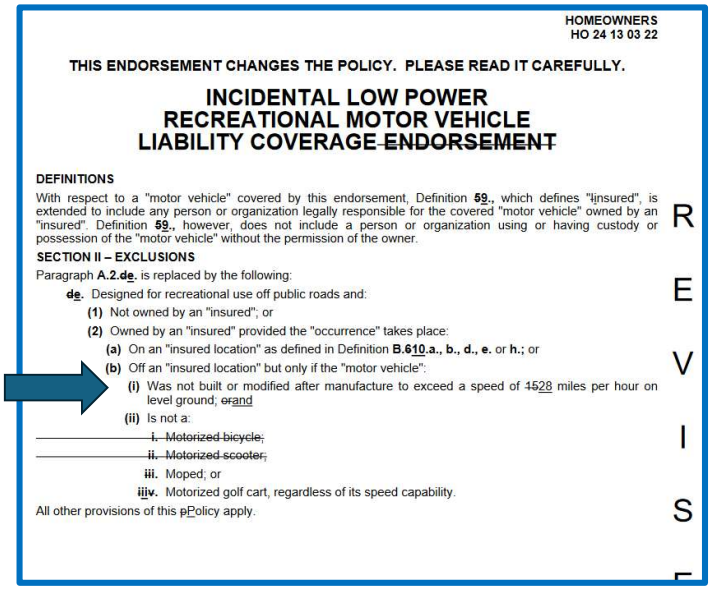
Ebikes and the HO policy

HO 24 13 03 22

Allows(?) liability coverage for motorized bikes and scooters if not go faster than 28 MPH (and not subject to registration)

There is still no Contents Coverage and no UM/UIM or MP

Will carrier offer????



HOMEOWNERS
HO 24 13 03 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCIDENTAL LOW POWER RECREATIONAL MOTOR VEHICLE LIABILITY COVERAGE ~~ENDORSEMENT~~

DEFINITIONS

With respect to a "motor vehicle" covered by this endorsement, Definition **5~~9~~.**, which defines "~~i~~insured", is extended to include any person or organization legally responsible for the covered "motor vehicle" owned by an "insured". Definition **5~~9~~.**, however, does not include a person or organization using or having custody or possession of the "motor vehicle" without the permission of the owner.

SECTION II – EXCLUSIONS

Paragraph **A.2.d~~e~~.** is replaced by the following:

d~~e~~. Designed for recreational use off public roads and:

(1) Not owned by an "insured"; or

(2) Owned by an "insured" provided the "occurrence" takes place:

(a) On an "insured location" as defined in Definition **B.6~~10~~.a., b., d., e.** or **h.**; or

(b) Off an "insured location" but only if the "motor vehicle":

(i) Was not built or modified after manufacture to exceed a speed of ~~15~~28 miles per hour on level ground; ~~or~~and

(ii) Is not a:

~~**i.** Motorized bicycle;~~

~~**ii.** Motorized scooter;~~

iii. Moped; or

iiv. Motorized golf cart, regardless of its speed capability.

All other provisions of this ~~p~~Policy apply.

R E V I S

64

Ebikes and the HO policy

Change No. 22 – Motorized Bicycles and Motorized Scooters

In addition, for insurers who may prefer not to provide non-owned liability coverage for motorized bicycles and motorized scooters while being used off an insured location, we are also introducing new optional endorsement Non-Owned Motorized Bicycle and Motorized Scooter Liability Exclusion **HO 24 03** which excludes liability coverage with respect to non-owned motorized bicycles and motorized scooters.

ISO also created an exclusionary endorsement f<u>non-owned</u> motorized bikes and scooters



Impact

The revision to our base Homeowners policy forms in this document result in a restatement of coverage. The revisions to endorsement **HO 24 13** in this document result in a broadening of coverage. New endorsement **HO 24 03** is an optional coverage reduction.

New Form

- **HO 24 03,** Non-Owned Motorized Bicycle and Motorized Scooter Liability Exclusion

Revised Forms

- **HO 00 02,** Homeowners 2 - Broad Form
- **HO 00 03,** Homeowners 3 - Special Form
- **HO 00 04,** Homeowners 4 - Contents Broad Form
- **HO 00 05,** Homeowners 5 - Comprehensive Form
- **HO 00 06,** Homeowners 6 - Unit-Owners Form
- **HO 00 08,** Homeowners 8 - Modified Form
- **HO 24 13,** Incidental Low Power Recreational Motor Vehicle Liability Coverage

65

Ebikes and the HO policy

HO 24 03 93 22 Created to *<u>exclude liability coverage</u>* for use of non-owned motorized bikes or scooters (rented/borrowed)

Even if carrier not use the HO-2022 – could create such an endorsement

HOMEOWNERS
HO 24 03 03 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-OWNED MOTORIZED BICYCLE AND MOTORIZED SCOOTER LIABILITY EXCLUSION

SECTION II – EXCLUSIONS
Motor Vehicle Liability
Paragraph **A.2.e.** is replaced by the following:

e. Designed for recreational use off public roads and:
- **(1)** Not owned by an "insured" and not a:
  - **(a)** Motorized bicycle; or
  - **(b)** Motorized scooter; or
- **(2)** Owned by an "insured" provided the "occurrence" takes place:
  - **(a)** On an "insured location" as defined in Definition **B.10.a., b., d., e.** or **h.;** or
  - **(b)** Off an "insured location" and the "motor vehicle" is:
    - **(i)** Designed as a toy vehicle for use by children under seven years of age;
    - **(ii)** Powered by one or more batteries; and
    - **(iii)** Not built or modified after manufacture to exceed a speed of five miles per hour on level ground;

This Paragraph **A.2.e.** also applies to the Farmers Personal Liability Coverage endorsement if attached to the Policy.
All other provisions of this Policy apply.

N E W

66

Ebikes and the HO policy

For carriers who really hate their clients there is a HO-2022 endorsement that rewrites the motor vehicle liability exclusion and the ONLY coverage provided is for vehicles that ASSIST the handicapped …

No premises service vehicles

HOMEOWNERS
HO 24 04 03 22

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOTORIZED BICYCLE AND MOTORIZED SCOOTER LIABILITY EXCLUSION

SECTION II – EXCLUSIONS
Paragraph **A.** is replaced by the following:

A. Motor Vehicle Liability

1. Coverages **E** and **F** do not apply to any "motor vehicle liability" if the involved "motor vehicle":
   - **a.** Is registered for use on public roads or property;
   - **b.** Is not registered for use on pubic roads or [illegible] but such registration is required by a law, or regulation issued by a governmen[illegible] t the place of the "occurrence"; or
   - **c.** Is being:
     - **(1)** Operated in, or practicing for, [illegible]ed race, speed contest or other competition;
     - **(2)** Rented to others; or
     - **(3)** Used to carry persons or cargo
2. If Exclusion **A.1.** does not apply, ther[illegible]vehicle liability", unless the "motor vehicle" is designed to assist the handi[illegible]ccurrence", it is:
   - **a.** Being used to assist a handicapped
   - **b.** Parked on an "insured location".

All other provisions of this Policy apply.



Even if carrier not use the HO-2022 – could create such an endorsement

67

Ebikes and court cases

Metro. Prop. & Cas. Ins. Co. v. Herrera
CASE NO. 2:19-cv-00250-BJR
UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON AT SEATTLE



David Herrera collided with another cyclist, Brian Onutz, while using an e-bike on the Burke-Gilman Trail. Onutz was riding a traditional bike. Herrera's company denies claim – declaratory judgment necessary

This electronic bicycle has pedals, a battery, and an electric motor and comes with a twist throttle that sends power from the battery to the motor.

***One can ride the bicycle with its battery power alone, ride it like a traditional bicycle with pedal power alone, or ride it with some battery power and some pedal power simultaneously*. Herrera said he was "manually manipulating the pedals" at the time of the accident.**

68

Ebikes and court cases

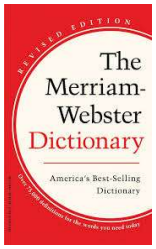
Herrera has 2 policies with Metropolitan (DP and HO)

They both exclude coverage for "bodily injury or property damage arising out of . . . the ownership . . . operation, or use . . . of a motorized land vehicle . . . operated by [the insured]."

The policies do not define the term "motorized land vehicle." (sounds similar to HO-91 language)

Since the policy doesn't define the term … dictionaries were used for "plain, ordinary, and popular" meaning.

The term "motorized" was the issue.



69

Ebikes and court cases

All parties rely on the same dictionary definition of the word "motorized," provided by Merriam-Webster Online:

1: equipped with a motor : powered by a motor

. . . .

2: of, relating to, or involving a motor or motor-driven vehicle

. . . .

3: equipped with or transported by motor-driven vehicles



Metropolitan said …"see… equipped with a motor …therefore "motorized land conveyance"…therefore …no coverage!!

The Defendant David Herrera argued *he was not using a motorized land vehicle at the time of the accident because his bicycle was not being "powered by" a motor*

when he was "moving the bicycle exclusively with his own pedaling".

70

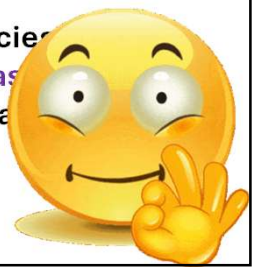
Ebikes and court cases

Metropolitan provided some court cases to defend its position

The defendant and the victim argue that the term "motorized land vehicle" is ambiguous because it has more than one reasonable meaning:
(1) a land vehicle that is equipped with a motor and
(2) a land vehicle that is powered or driven by a motor.

Because the term is ambiguous, Defendants and Intervenors (victims) urge the Court to construe the term against MetLife and in favor of Defendants.

Court finds that the term "motorized land vehicle" in the Herrera Policies subject to two possible interpretations and is, therefore, ambiguous as policy language could reasonably mean either a vehicle that simply ha motor or a vehicle that is powered by a motor...and court finds for the defendant



71

Ebikes and court cases

Products court case by State Farm when e-bike battery catches fire and burns down house insured by State Farm (obviously they paid the claim) – don't know what policy language is

Will policy language be important in future claims? ALWAYS

Will proof that not using motor at time of incident be important? Probably

Would a separate e-bike policy be best ... to guarantee coverage without a court case ...
And ...to provide MP and UM/UIM coverage for e-bike operator



72

Thank you for attending…

E-bikes…covered …or not

If you have any questions, please email

imorrill@comcast.com

73