Sundays INSURANCE



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PART A

Product Disclosure Statement (PDS) including Policy Terms and Conditions

This document contains details of who we are, your cover (your policy), your responsibilities, the claims process and how and when to get in touch with us. You can download this PDS from sundaysinsurance.com.au or you can call us on 02 8074 7882 and we will send you a free copy.

WHO WE ARE

The Administrator

This insurance is promoted, distributed and administered by Velosure Pty Ltd (Velosure) ABN 81 151 706 697 of Level 12, 465 Victoria Ave Chatswood NSW 2067 acting as an Authorised Representative of Hollard (AR No. 410026) trading as Sundays Insurance.

Velosure has been given a binding authority by Hollard and is responsible for policy issuance, variation, renewal, cancellation and the assessment and payment of claims. Velosure is also authorised to provide general advice and answer any questions you may have about this cover. Any advice that Velosure may provide is general only and does not take into account your individual circumstances. Velosure's authority is subject to the limits of authority agreed with Hollard. Velosure does not act on your behalf in providing these services. If you require personal advice, you need to obtain the services of a suitably qualified adviser.

The Insurer

This insurance is underwritten by the insurer, The Hollard Insurance Company Pty Ltd (Hollard) ABN 78 090 584 473 AFSL No. 241 436 of Level 12, 465 Victoria Ave Chatswood NSW 2067. Hollard is responsible for this Product Disclosure Statement (PDS). This PDS was prepared on 10 July 2017.

We may need to update this PDS from time to time if certain changes occur, where required and permitted by law. We will issue you with a new PDS or a supplementary PDS or other compliant document to update the relevant information except in limited cases. Where the information is not something that would be materially adverse from the point of view of a reasonable person considering whether to buy this insurance, we may issue you with notice of this information in other forms or keep an internal record of such changes (you can get a paper copy free of charge by calling us).

Our commitment to you

We understand the risks you face as a cyclist, whether you're on a training ride, participating in a race, commuting to work, or just storing your bike overnight. That's because we're cycling enthusiasts, just like you. We've put our collective cycling experiences and understanding together to create a unique product tailored for cyclists and we back it up with service that only a specialist bicycle insurer can provide.

Things you should do before purchasing this insurance

Before you decide to purchase a Sundays Bicycle Insurance policy, you should read this booklet from cover to cover. As with all insurance policies, there are limits to the cover provided and there are also

exclusions, including general exclusions that apply to all cover under this insurance (see page 11) and specific exclusions that relate to certain loss events (see Pages 7-8). Certain words, also have defined meanings you need to understand (see Pages 18).

A SUMMARY OF YOUR COVER

Protection for you and your bicycle

Sundays Bicycle Insurance provides cover anywhere in Australia and New Zealand for some of the most common risks faced by cyclists, such as theft, crashes and accidental damage.

Your bicycle cover

Sundays Bicycle Insurance covers you for loss or damage to your bicycle arising from the following perils:

- theft
- damage caused by attempted theft
- unintentional impact damage
- crashing including while participating in a cycling event or cycling race (racing cover)
- accidental damage
- loss or damage in transit
- malicious damage

Additional covers

Sundays Bicycle Insurance also includes these additional covers, as shown on your Insurance Certificate:

- Personal Accident cover Provides benefits in the event you suffer a personal injury while riding the bicycle. see Page 9 for more details on this cover;
- Bicycle Rack cover Theft and damage cover is extended for when your bicycle is being transported on a motor vehicle bicycle rack;
- Worldwide Travel cover The geographic limits of your policy may be automatically extended to cover your bicycle when you take it overseas. See details on Page 5;
- Custom parts and accessories (such as bicycle computers) fitted to your bicycle;
- Custom racing wheels and/or additional wheel-sets; and
- Bicycle travel cases.

Your policy does not cover custom parts or accessories that are not listed on your Insurance Certificate. The cover provided for these items is restricted to loss or damage when they are either attached to, or being used in conjunction with your bicycle at the time of a loss event which is covered by this policy. There is no cover under this policy for these items unless the bicycle is stolen or damaged in the same loss event.

Types of bicycles we cover

The term bicycle means different things to different people, but for the purpose of this insurance, we regard a bicycle as being any cycle, tricycle or tandem powered by human pedalling. This includes road bikes, mountain bikes, track bikes, BMX and recumbent bicycles. We cover a bicycle based on its standard specification as supplied by the manufacturer. Non-standard components, custom parts, accessories, modifications and other extras are not covered by the policy unless you have told us about

them and we have agreed to insure them and listed them on your Insurance Certificate. Where your bicycle is assembled from a collection of custom parts, you are required to tell us about all these components otherwise they will not be covered by your policy.

Risks and restrictions on your cover

Your policy will not operate until you have paid your premium or provided us with valid, authorised bank account details from which to collect the premium or premium instalments. If your premium is dishonoured by your financial institution, this policy will not operate and you will not be covered in the event of a claim.

You may not claim under this policy unless you have complied with the policy's proof of ownership and condition verification requirement. This policy condition is set out in detail on Page 6. In the event that you fail to comply with this condition, we may cancel your policy from inception and you will not have cover. Any premium paid, up to a maximum amount of \$50, may be retained by us to offset our policy administration expenses.

There are specific bicycle security conditions with which you must comply, including the use of an approved lock. Failure to comply with these security conditions will result in a claim for the theft of your bicycle being denied.

If you do not comply with your Duty of Disclosure or fail to adhere to the conditions set out in this policy we may refuse to pay a claim or reduce our claim payment to you. Coverage is limited to the included or selected cover options, sums insured (including sub-limits) and bicycle printed on your Insurance Certificate.

This policy will not cover bicycles;

- used to earn an income, such as but not limited to, delivering goods, parcels, packages or other types of courier service;
- owned or ridden by professional cyclists or sponsored cyclists;
- used for carrying passengers; or
- being used by or in the care of a person under 18 years of age.

Geographical Limit and Worldwide travel Cover

The bicycle must be in Australia at the time you apply for this insurance and when a policy is issued.

This policy only covers claims arising from loss events and losses that occur during the period of insurance and within the geographical limit. We will automatically extend your policy to cover your bicycle if you take it beyond the geographical limit, for a period not exceeding 90 days in aggregate during any continuous 12 month period. You must be able provide evidence of your trip duration at time of loss. Your bicycle is not covered while it is outside the geographical limit or while it is in transit to or from destinations outside the geographical limit if your trip exceeds the 90 days period.

Your Duty of Disclosure

Before or at the time you enter into a contract of general insurance with us, you have a duty, under the Insurance Contracts Act 1984, to disclose to us every matter that you know, or could reasonably be expected to know, is relevant to our decision whether to accept the risk of insurance and, if so, on what terms.

When you first enter into a policy with us, you will be asked questions relevant to your policy. in answering questions, you must;

- answer all questions giving honest and complete answers;
- tell us everything that you know; and
- tell us everything that a reasonable person in the circumstances could be expected to tell us.

You have the same duty to disclose those matters to the insurer before you renew, extend, vary or reinstate a contract of general insurance.

Your duty however does not require disclosure of matters:

- that diminish the risk to be undertaken by us;
- that are of common knowledge;
- that we know or, in the ordinary course of our business, ought to know; or
- for which compliance with your duty is waived by us.

If you fail to comply with your Duty of Disclosure, we may be entitled to reduce our liability under the contract in respect of a claim or may cancel the contact. If your non-disclosure is fraudulent, we may also have the option of avoiding the contract from its beginning.

Your cover is subject to your proof of ownership and condition verification obligation

You may not claim under this policy unless you have complied with the policy's proof of ownership and condition verification requirement. This obligation must be completed within 14 days of you buying this policy. In the event that this condition is not complied with, we may cancel your policy from inception and you will not have cover.

To satisfy this condition, you must provide us with;

- 1. two (2) digital images showing the whole bicycle (left and right hand side images), and
- 2. one (1) digital image of the bicycle's serial number.

Each photo must be a clear high resolution image, with your policy number clearly visible and written on a piece of paper, that does not obscure your bicycle.

Alternatively, and provided you purchased your bicycle new less than 30 days prior to purchasing this insurance, you need only provide us with;

- 1. the bicycle's serial number; and
- 2. a clear copy of the purchase receipt (scan or photograph) showing the purchase date and providing full details of the bicycle and all custom parts and accessories listed on the Insurance Certificate.

What happens if you are underinsured?

If you underinsure your bicycle and make a claim, your claim settlement may be reduced by us to reflect this. You are considered to be underinsured if the sum insured at the time of the loss is less than 80% of the replacement cost of the bicycle (or depreciated value in the case of bicycles over 2 years old). (see Page 15 & 16 for underinsurance calculations).

Your insurance premium

When you buy your insurance we will tell you the premium you must pay and note it on your Insurance Certificate. In determining your premium, we consider factors such as the value of the insured bicycle, any listed custom parts or accessories, the sum insured, where the bicycle is kept and any relevant claims experience. Your premium includes our obligation to pay any relevant compulsory government charges, taxes or levies (e.g. stamp duty and GST) for your insurance. These are set out on your Insurance Certificate .

Your annual premium is due and payable on the day we issue your policy. You have the option, subject to our agreement, to pay your premium in 12 monthly instalments.

Cooling off period

We offer a 14-day 'Cooling off' period. If you decide that this policy isn't right for you and you have not exercised your rights under this policy, (which includes submitting a claim), you may request cancellation within 14 days of the start or renewal of this policy and you will receive from us a full refund of any premium paid.

YOUR COVER

Your Sundays Bicycle Insurance covers your bicycle (including custom parts and accessories) for the following:

Insured Loss Event	Exclusions See also General Exclusions on page 11
 If 'Damage Cover' is shown as 'selected' or 'included' on your Insurance Certificate, you are covered for Accidental damage to your bicycle and custom parts and accessories as qualified below: We will cover your bicycle and custom parts and accessories for damage caused by fire, storm, impact or a crash. The cover provided under this section also applies while you are training for or participating in a cycling event. 	You are not covered for: Scratching or denting or any cosmetic damage that does not impair the function and performance of the bicycle or custom part or accessory. Loss or damage caused by or arising from: • misuse or abuse; • any process of cleaning, repairing or altering your bicycle or custom part or accessory; • wear and tear, fading, gradual deterioration; • rust or oxidation, rot, mildew, mould, corrosion; • mechanical, electrical or electronic breakdown; • structural or latent defects or flaws; • manufacturing or assembly defects; • faulty design, materials or workmanship; • crushing, cracking or deformation arising from tightening and/or clamping; • deformation and/or warping of carbon rims associated with braking and/or overheating; • motor vehicle exhaust heat. Damage arising from or caused whilst your bicycle is mounted or being transported on a motor vehicle mounted bicycle rack, unless 'Bicycle Rack Cover' is shown as 'selected' or 'included' on your Insurance Certificate. Damage to or loss of a custom part or accessory unless it is damaged or lost in the same loss event causing damage to or loss of your bicycle.

Insured Loss Event	Exclusions See also General Exclusions on page 11
Malicious damage caused to your bicycle.	Malicious damage caused by you or a person acting with your express or implied consent.
If 'Theft Cover' is shown as 'selected' or 'included' on your Insurance Certificate , you are covered for: Theft of your bicycle from your home.	 You are not covered for: Theft of your bicycle from your home; where you have failed to comply with the security conditions detailed on Page 10 of this PDS. by someone who lives at your home, or is at the site with your consent or the consent of someone who lives in your home (including your tenants). if your home has been unoccupied for longer than sixty (60) consecutive days, unless you have told us about this beforehand and we have agreed in writing to provide cover while you were away. without clear, visible evidence of forcible entry to your home or forcible removal of the bicycle. unless you have reported the theft to the police and provided us a copy of the police report. Theft of a custom part or accessory unless it is stolen together with the bicycle in the same loss event.
If 'Theft Cover' is shown as 'selected' or 'included' on your Insurance Certificate, you are covered for: Theft of your bicycle away from your home (including theft of your bicycle from a vehicle).	 You are not covered for: Theft of your bicycle; where you or the person who you have entrusted your bicycle to has failed to comply with the security conditions detailed on Page 10 of this PDS. by someone who was using your bicycle with your implied or express consent. unless you have reported the theft to the police and provided us a copy of the police report. Theft of a custom part or accessory unless it is stolen together with the bicycle in the same loss event. Theft of your bicycle from a bicycle rack fitted to a motor vehicle unless 'Bicycle Rack Cover' is shown as 'selected' or 'included' on your Insurance Certificate.
If 'Transit Cover' is shown as 'selected' or 'included' on your Insurance Certificate, you are covered for: Loss or damage to your bicycle which occurs while it is in the care of or being transported to and from destinations within the geographical limit by a commercial passenger carrier (air, rail, sea or road) as part of your checked baggage for each journey or journey segment.	 You are not covered for the following: Loss or damage sustained; in transit, unless the bicycle is securely packaged in a container designed for the transportation of bicycles. The bicycle container must enclose the entire bicycle; while the bicycle is in the care of or during transportation by a commercial delivery, courier or freight company; if your overseas trip exceeds the Worldwide Travel Cover period of 90 days.

ADDITIONAL COVERS

Insured Loss Event

See also General Exclusions on page 11

Exclusions

This cover applies exclusively to the person noted as the insured on the Insurance Certificate.

If 'Personal Accident Cover' is shown as 'selected' or 'included' on your Insurance Certificate, you are covered for:

- death, or
- permanent and total loss of sight of on eye, or
- the amputation of a hand, or more than one thumb or finger, or
- the permanent loss of all function or the use of a limb,

caused directly and solely by a crash whilst you are riding the bicycle.

We will pay:

- the Personal Accident sum insured noted on your Insurance Certificate for claims involving;
 - your death, or
 - the permanent and total loss of sight in one eye or both of your eyes, or
 - the permanent and total loss of the use of one or more, limbs, hands or feet;
- A maximum of 20% of the Personal Accident sum insured noted on your Insurance Certificate for the permanent and total loss of use of one or more thumbs, fingers or toes.

If you are injured as a result of a crash whilst riding your bicycle, we will also pay your reasonable costs, up to a maximum of \$1,000 in the aggregate over the period of insurance, for non-Medicare medical expenses (incurred within 12 months of the injury) after any reimbursement from a private health insurance policy. Examples of non-Medicare medical expenses include ambulance, physiotherapy and dentistry.

Our payment is subject to the person claiming under this additional benefit obtaining medical attention for the injury from a registered medical practitioner and undergoing any medical examination we may reasonably request. You are not covered for:

- death, permanent and total loss of a thumb, finger, toe or the use of a limb, hand or foot or the permanent and total loss of sight of an eye occurring more than 1 year after the date of the loss event; or
- suicide or self-inflicted injury; or
- any expense that may be claimed wholly or partly through Medicare (e.g. doctor's fees); or
- any expense that you have not claimed but which you are entitled to claim whether fully or partly under a private health insurance policy, if you hold such insurance; or
- any excess or co-payment attributable to a claim made under a private health insurance policy.

We will not pay more than the Personal Accident sum insured noted on your Insurance Certificate for any single loss event regardless of the number of body parts or organs involved.

SECURITY CONDITIONS

The following security conditions apply to this policy. If you fail to comply with these security conditions we may reduce or deny any claim you make in respect of theft or any attempted theft.

Your bicycle's location	Security arrangements
While at your home	 You must ensure that when your bicycle is kept inside your home, that your home is securely locked whenever it is unoccupied. If your bicycle is left in a garage or storage area attached to your home which can be directly accessed via an external door and/or window, these doors and/or windows must be locked. We will not pay any claim for theft of your bicycle if either the bicycle itself is not locked by an approved lock to an immovable object or, if any external door and/or window is not locked (or securely latched if the window is not lockable) at the time of the theft/ attempted theft. If your bicycle is left in an outbuilding on your property (such as a garage or a shed not attached to your home), it must be fully enclosed (i.e. with walls and a roof). The walls and doors must be of robust and secure construction and the doors and windows must be securely locked. The bicycle must not be visible from the outside. For the sake of clarity, D.I.Y assembly garden sheds are not regarded as robust and secure constructions under this policy. If your bicycle is left in a garage or storage cage, in a multiresidential property, restricted to the insured's sole use it must be fully enclosed with walls and a roof. The doors and windows must be securely locked. The bicycle must not be visible from the outside of the garage or cage. Under all other circumstances, or if your bicycle is left outside anywhere on your site, it must at all times be securely locked through the frame of your bicycle to an immovable object by an approved lock.
While parked or kept in or on any common property or any publicly accessible area in a building	The bicycle must be securely locked through the frame of the bicycle to an immovable object by an approved lock. If you are storing your bicycle for more than 24 consecutive hours on common property or public property that is not at the address noted on your Insurance Certificate, your bicycle is not covered for theft or damage caused by attempted theft, unless you have advised us and we have agreed in writing to extend cover.
Away from your home	If your bicycle is left unattended while away from your home it must be securely locked through the frame of the bicycle to an immovable object by an approved lock. Unattended means whenever your entire bicycle is out of your direct line of sight or more than five (5) metres away from you.

Your bicycle's location	Security arrangements
While being transported	If your bicycle is left unattended during daylight hours while it is in, or attached to, any motor vehicle including while it is in transit, it must be: • Kept inside a securely locked vehicle; or • Locked and secured to a properly fixed bicycle rack via the lockable security provision of the bicycle rack; or • frame of the bicycle to a properly fixed vehicle bicycle rack with an approved lock; or • Locked inside an enclosed boot. If your bicycle is left unattended outside of daylight hours while it is in, or attached to, any motor vehicle including while it is in transit, it must be: • securely locked through the frame of the bicycle with an approved lock to a properly fitted and secured vehicle bicycle rack; or • locked inside an enclosed boot; or If your bicycle is visible from the outside of your vehicle, irrespective of window tinting, you must securely lock your bicycle through the frame using an approved lock to a secure point within your vehicle (i.e. child restraint anchor point, door handle etc.). Note: Theft from a bicycle rack is only covered if 'Bicycle Rack Cover' is shown as 'included' or 'selected' on your Insurance Certificate notwithstanding you meeting the above security conditions.

GENERAL EXCLUSIONS

Unless otherwise stated on your Insurance Certificate this insurance does not cover:

- Loss or damage to, or theft of:
 - tyres, wheels, accessories, custom parts or removable parts, unless the bicycle is stolen or damaged in the same loss event.
 - any riding gear/apparel like helmets, shoes, riding clothes, backpacks or their contents, etc
- Theft or damage caused by attempted theft if you have not complied with the security conditions detailed on Page 10 of this PDS;
- Loss, damage or theft caused:
 - by a deliberate action by you or anyone who you have entrusted your bicycle to;
 - by your bicycle or custom part or accessory being driven over by a motor vehicle other than if this occurs during, or as a direct result of a crash;
 - by the bicycle being used for hire, reward, courier services or the carriage of paying passengers;
 - by war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or an act of terrorism;
 - by pollution or chemical contamination or corrosion (whether caused accidentally by chemical agents or not);
 - while your bicycle is outside the geographical limit unless the 'Worldwide Travel' cover is included on your Insurance Certificate and your trip doesn't exceed the 90 days travel period.

- by electronic or mechanical derangement of electronic equipment, data, virus, electronic malfunction or processing error;
- by any modification of your bicycle from the manufacturer's specifications unless you have advised us and we have agreed to extend cover in writing;
- by your bicycle being left abandoned.
- Any legal liability for damage to another person's property or injury to another person;
- The cost of repairing pre-existing or old damage, faulty workmanship, or incomplete repairs which were carried out prior to a loss event;
- Any repairs carried out to your bicycle without our consent;
- Depreciation in the value of your bicycle;
- Any consequential loss or loss of profit. This includes but is not limited to; loss of manufacturer warranty, bicycle fitting, etc.;
- Your liability under contract;
- Any amount more than the relevant sum insured less the applicable excess as shown on your Insurance Certificate;
- A bicycle that is used or owned by professional or sponsored cyclists;
- If you or someone else riding, or who has responsibility for the safe keeping of the bicycle is under the age of 18 years.

MAKING A CLAIM

What happens if you need to make a claim?

We understand that it can be very stressful if you need to make a claim. Our claims team is here to help you with advice and assistance when you need it most.

If a loss event occurs that is likely to result in a claim, the following checklist will help you ensure that you have done everything you need to do so that your claim can be assessed quickly. Not all may be applicable to your claim.

First you should:

- do what you can to prevent any further loss, damage or cost;
- report the incident or loss to the police if the event involves theft, attempted theft or malicious damage;
- if possible, provide photographs of the accident/incident scene and of the bicycle at the scene including any observable damage;
- Lodge your claim as soon as possible through our website <u>sundaysinsurance.com.au/claims</u> or calling us on 02 8074 7882.
- You must never, without our consent:
 - approve any repairs or arrange replacements;
 - dispose of any damaged property.

these actions may result in us reducing or denying your claim.

We will require you to;

• provide us with proof of ownership and value regarding any claimed loss or damage of your bicycle or custom part or accessory;

- provide us with proof, in the event of a theft or an attempted theft claim, that you complied with the policy's security conditions (as detailed on Page 10). Proof includes, but is not limited to, providing us with;
 - confirmation of the lock's make and model, and/or
 - the lock's key or the remains of the lock, and/or
 - evidence of forcible and violent entry or removal of the bicycle;
- help us manage the claim, which may include us inspecting your bicycle or asking you questions, or you providing written statements to us under oath;
- make your damaged bicycle or custom part or accessory available to us for inspection by us or another representative nominated by us;
- keep the bicycle or custom part or accessory that has been damaged and allow us to inspect it or assess repair costs;
- allow us to take possession of damaged property that is the subject of a claim and retain that property that you have been settled for;
- help us as we work to exercise, for our benefit, your legal right of recovery against any other party;
- tell us about any other insurance that may be relevant to the claim;
- answer all questions honestly and completely and provide us with any information a reasonable
 person under the circumstances would expect us to want to know. We may refuse payment of
 your claim and/or cancel your policy if you or any person who is acting with your express or
 implied consent, misrepresents, deliberately omits, avoids providing or falsifies any information
 provided to us in relation to a claim;
- We may reduce or deny your claim in the event that you fail to meet or comply with the above claim requirements.

How your claim is settled

If we accept a claim for a bicycle or custom part or accessory covered under this policy we will at our discretion:

- repair it; or
- replace it; or
- pay you the amount that it would have cost us to repair or replace it.

If we elect to repair or replace your bicycle or custom part or accessory our liability will be limited to the cost required to repair or replace it as near as possible to its appearance and condition immediately prior to the claimed loss or damage, less any applicable excess.

If we elect to repair your bicycle or custom part or accessory or, alternatively cash settle part of, or your entire claim, our settlement will be calculated as follows:

For a bicycle or custom part or accessory purchased brand new by you that is;

- less than 2 years old at the time of a claim, the most we will pay for any repair or cash settlement will be the lesser of;
 - our replacement cost, or
 - the recommended retail price, or
 - your sum insured, less any applicable excess.

- More than 2 years old at the time of a claim, the most we will pay for any repair or cash settlement will be the lesser of;
 - our replacement cost, or
 - the depreciated value, or
 - your sum insured, less any applicable excess.

For a bicycle or custom part or accessory purchased second hand (used) by you, the most we will pay;

- in the event of a total loss of a bicycle or custom part or accessory, is the lesser of;
 - our replacement cost for an item of equivalent age, standard and condition, or
 - its depreciated value, or
 - its market value, or
 - your sum insured, less any applicable excess.
- In the event of a partial loss of a bicycle or custom part or accessory, is the lesser of;
 - our purchase cost for an item of equivalent age, standard and condition, or
 - a percentage¹ of the depreciated value, or
 - its market value, or
 - your sum insured, less any applicable excess.

Note¹: The percentage will be calculated by dividing the current recommended retail price of a new equivalent item (replacing the damaged item) by the current recommended retail price of an equivalent complete new bicycle (inclusive of any specified custom parts, where applicable).

We will never pay more than any relevant limit specified in this document or any relevant sum insured printed on your Insurance Certificate, less any applicable excess.

You may have to contribute towards the cost of repairing or replacing tyres, chains, clusters, chain rings, bearings, seals, shock absorbers, forks or other items that have been affected by wear and tear or rust and corrosion. The amount that you are required to contribute will be determined by the amount of wear and tear or rust and corrosion that is evident at the time of a claim.

We will only pay the cost of repair or replacement of those parts of your bicycle that were damaged or stolen under the insured event. We do not cover any additional costs to;

- replace or restore undamaged parts of your bicycle to create a uniform appearance, or
- cosmetically alter a replaced part to create a uniform appearance.

Preferred repairer

In the event of a claim where we choose to repair your bicycle we will advise you of our preferred repairer to undertake repairs to your bicycle. Please note we reserve the right in all instances to have repairs undertaken at a repairer of our final choice.

Replacement parts

If any part of your bicycle requiring repair or replacement is not available in Australia at the time of your claim, the most we will pay in relation to any such part will be the lesser of the manufacturer's most recent Australian price list or the list price of the closest equivalent part available in Australia.

If your bicycle is a total loss

If there has been a total loss claim paid, your bicycle or other claimed custom parts or accessories will become our property and we will keep the proceeds of any salvage sold. No premium refund is due if you have paid your premium annually. If you are paying your premium monthly, we will deduct the balance of the uncollected yearly premium from your claim settlement.

You will need to contact us if you want to apply for new insurance cover for a replacement bicycle.

Excess

Each claim made for your bicycle under this insurance will be subject to an excess. Excesses vary depending on the type of claim and/or whether the loss event occurs inside or outside the geographical limit. The excesses applicable to your policy will be shown on your Insurance Certificate. This is the amount that you will have to pay towards each claim (loss event). At our option, your excess will be:

- paid by you directly to a supplier or repairer;
- paid by you to us when we request it; or
- deducted from the amount we pay you.

Underinsurance

If you underinsure your bicycle or custom part or accessory and make a claim, your claim settlement may be reduced by us to reflect this. You are considered to be underinsured if;

- for a bicycle or custom part or accessory less than 2 years old, the sum insured at the time of the loss is less than 80% of its replacement cost, or
- for a bicycle or custom part or accessory more than 2 years old, the sum insured at the time of the loss is less than 80% of its depreciated value.

Under these circumstances, any amount payable by us will be adjusted to the 'insured percentage' of the bicycle or custom part or accessory, less any applicable excess. The 'insured percentage' will be calculated as follows:

• For a bicycle or custom part or accessory less than 2 years old; by dividing the sum insured for the relevant bicycle or custom part or accessory by its replacement cost.

Example:

Bicycle replacement cost = \$5,000

Total sum insured = \$3.000

Insured percentage = \$3,000÷\$5,000=60%

• For a bicycle or custom part or accessory more than 2 years old; by dividing the sum insured for the relevant bicycle or custom part or accessory by its depreciated value.

Example:

Recommended retail price when new = \$8,000

Age of bicycle = 2½ Years

Depreciated value

- = \$8,000 \$1,600 (20% for 1st year)
- = \$6,400 \$640 (10% for 2nd year)
- = \$5,760 \$576 (10% for part of 3rd year)
- = \$5,184

Total sum insured = \$4,000

Personal accident claims

We must be notified as soon as is reasonably practical of any crash that may cause disablement to, or has resulted in the death of the insured person.

We will require you to:

- Obtain and follow medical advice from a qualified medical practitioner;
- Provide a certificate from a qualified medical practitioner confirming the nature and extent of the injury and disability or the time, cause and place of death;
- Undergo any medical examination requested and arranged by us;
- Provide us with copies of any non-Medicare medical invoices in support of any expenses claim submitted.

Goods and Services Tax (GST)

Any claim payments made under this insurance will be based on GST inclusive costs, up to the relevant sum insured or maximum amount that we pay. However, if you are or would be entitled to claim any input tax credit for the repair or replacement of insured property, we will reduce any claim under this insurance by the amount of such input tax credit.

YOUR ONGOING RESPONSIBILITIES

Keep your bicycle in good condition and always protect it

You must maintain your bicycle in a good state of repair and condition. You must also make reasonable efforts to protect your bicycle from loss or damage. If you make a claim and knew about something that could have caused loss or damage to your bicycle, and you did not make reasonable efforts to avoid it before the loss or damage occurred, then your claim may not be paid.

Keep proof of ownership and value

When you make a claim for loss, damage or theft we will require proof that you owned the bicycle or custom part or accessory and of its value or your claim may not be paid. The easiest way to do this is by keeping receipts, invoices, bank or credit card statements or contracts of sale documents for the bicycle and all custom parts and accessories covered under this policy.

Ensure that your premiums are always paid

You are responsible for ensuring that your premiums are paid or your cover could be put at risk. If any monthly premium instalment remains unpaid for more than 14 days, any claim you make may not be paid. If your premium remains unpaid for more than 30 days, we may cancel your policy without notification. If you change your bank account or credit card details you must contact us and tell us the new details. Please call us if you are ever unsure about your premiums.

Tell us if you change your bicycle

If you sell your bicycle or custom part or accessory and replace it with a bicycle or custom part or accessory of similar type and value during the period of insurance we will automatically cover the replacement bicycle from the date of purchase, provided that:

- you tell us within 14 days of buying the replacement bicycle or custom part or accessory and we agree in writing to cover it; and
- you pay any additional premium that may be payable; and
- you comply with the policy's proof of ownership and condition verification requirement in respect of a replaced item.

Meeting other obligations

You will need to meet other obligations of the policy, such as the security requirements and claims conditions, or we may reduce or refuse to pay a claim and/or cancel the policy.

OUR OBLIGATIONS TO YOU

Renewing your insurance

We will send you a renewal notice at least 14 days before your insurance expires. This notice outlines our renewing terms for your insurance or if we are not offering renewal, we will advise you. Unless you notify us in writing to the contrary, your cover will be automatically renewed for the following year.

Electronic delivery of documents and notices

You agree to us delivering your original policy and renewal notification and documentation electronically to the last email address provided to us. If you request us to do so and you provide us with your mailing address, we will also deliver this to you in printed form by standard mail. It is important that you tell us of any change to you email address as soon as possible. This can be done by email to hello@sundaysinsurance.com.au.

Cancelling your insurance

You may cancel the policy at any time by giving us notice of your intention to do so. The cancellation will be effective at the time the notice of cancellation is received by us. We will accept notices of cancellation given by you via email, mail, fax or phone.

If you have paid an annual premium, we will refund any premium you have paid, less an amount that covers the period for which you were insured. There is no refund if you have been paying monthly.

We can cancel your insurance to the extent permitted by law. For example, if you do not comply with the policy terms and conditions, fail to pay your premium, make a fraudulent claim, induce or coerce someone else to behave fraudulently or if you did not comply with your duty of disclosure or knowingly misrepresented information when you entered into this insurance. If we cancel your policy we will send you a cancellation email to the address shown on your Insurance Certificate .

How we resolve your complaints

We welcome every opportunity to resolve any concerns you may have with our products or service. in the first instance, contact one of our customer service officers. If you are not satisfied with the response received you can request that a manager address your concern. If your concern is still not resolved to your satisfaction please write to our Internal Dispute Resolution Committee at: Sundays Insurance, PO Box 199, Chatswood, NSW 2057.

Your concern will be investigated by an officer with full authority to deal with the complaint and we will inform you of the outcome within 45 days of receiving your letter. If your concern still remains unresolved to your satisfaction you may refer the matter to the Financial Ombudsman Service (FOS) subject to its terms of reference, which acts as our external dispute resolution provider. FOS is an independent body and its service is free to you.

FOS can be contacted on:

Call: 1800 367 287

Post: GPO Box 3, Melbourne, Victoria 3001

Website: www.fos.org.au email address: info@fos.org.au

WORDS WITH SPECIAL MEANING

Where the words listed below (including their plural forms) are used in this document they have the following meaning:

abandoned means the bicycle being left unattended at a location other than your home for more than 24 consecutive hours.

accessory means an item of equipment listed on the Insurance Certificate as an accessory.

approved lock means a keyed armoured cable lock, or a keyed chain lock set or a keyed D-lock, which is less than 2 years old when you first enter into this insurance and is listed on the 'approved locks' download page at sundaysinsurance.com.au/approved-locks and for which you are able to provide a least one key in the event of a theft claim.

bicycle means a bicycle (or tricycle or tandem bicycle) powered by human pedalling as identified by photographs provided to us in compliance with your proof of ownership obligation under this policy and which is shown on your Insurance Certificate . For the purposes of this policy this definition includes electric 'pedal assist' bicycles not exceeding 300watts but excludes bicycles fitted with an internal combustion engine or other source of powered assistance. For the sake of clarity, the bicycle is understood to include a standard set of components necessary to render the bicycle functional (i.e. frame, wheels, handle bars, saddle, group-set, etc.).

bicycle computer means a purpose built computer mounted to your bicycle to measure and/or track GPS coordinates, speed, distance, heart rate etc. it does not include personal computers, tablets, smart phones, heart rate transmitters, or wrist worn devices that may be used in conjunction with cycling.

common property means an area (e.g. stairs, driveways, car parks, shared lockup facilities and the like) within a Strata or Company Title complex which may be accessed by persons unknown to you or who do not reside with you.

custom part means a part fitted to your bicycle that replaces a manufacturer supplied part on your bicycle or which you have specifically selected in lieu of a manufacturer supplied part and is listed on your Insurance Certificate.

crash means a collision of the bicycle with another object whilst it is being ridden or, a fall caused by the rider losing control of the bicycle whilst it is being ridden.

cycling event means an untimed cycling event organised by a third party for which participants are required to register.

cycling race means a timed cycling competition organised by a third party for which participants are required to register.

daylight hours means the time between sunrise and sunset at the location where the bicycle is at the time of a loss event.

depreciated value means the recommended retail price of an item when first purchased (new) reduced by 20% after the 1st year and then reduced by a further 10% for each year (or part thereof) thereafter measured from its first purchase date (as a brand new item).

excess means the first amount you must pay when a claim is accepted under this policy.

geographical limit means Australia and New Zealand.

home means the fully enclosed building (or share of a building) defined by permanent walls and a roof, owned or leased by you for domestic dwelling purposes and is located at the address noted on your Insurance Certificate.

immovable object means any solid object made of steel or concrete (having a minimum diameter or cross section measurement of 40mm measured at the narrowest section) or wood (having a minimum diameter or cross section measurement of 200mm measured at the narrowest section), which;

- is fixed in or onto concrete or stone, and
- is not capable of being undone or removed (without the use of specialised cutting or security tools) with the bicycle still attached, and
- the bicycle cannot be manoeuvred over or under while the lock is secured.

impact means the action of an object striking your bicycle other than;

- as a result of a collision or crash while cycling, or
- as a result of an action by you or someone known to you, or
- if it occurs at your home.

Insurance Certificate means the latest Insurance Certificate we send you.

loss event means a single incident resulting in a claim under this policy see Page 7 - 8 for loss events covered by this policy.

malicious damage means damage caused by attempted theft or, a wrongful act motivated by malice, vindictiveness or spite with the intention of damaging the bicycle.

market value means our best estimated price that a buyer would pay and a seller would accept for an item in an open and competitive market for a bicycle or custom part or accessory of similar make, model, quality, material, condition, function, type and age.

partial loss means a loss that is not a total loss.

period of insurance means the period during which this policy is current. The period of insurance is stated on your Insurance Certificate as Period of Cover. If this policy is cancelled, the period of insurance ceases when the cancellation becomes effective.

policy means this document together with the Insurance Certificate and any applicable endorsements and any supplementary Product disclosure statements of which you have been notified.

professional cyclist means a rider who rides or races bicycles as his/her primary source of income.

replacement cost means the lowest amount at which we are able to purchase the same item or an item of similar make, model, type, function, quality and material.

road hazard means any;

• kerb, gutter, drain, speed hump, fixed or temporary traffic control object, permanent or temporary road barrier, or unexpected road surface defect, object, material or chemical, that is in the path of the bicycle whilst you are cycling.

securely locked means:

- the bicycle is locked by an approved lock through the frame of the bicycle to an immovable object;
 or
- the vehicle or building at your home in which your bicycle is left, while unoccupied, has
 - all external doors locked, and
 - all external windows securely latched and locked (where locks are fitted to the latching mechanism), and
 - any security devices (such as an alarm system) are set to active.

site means the land at the address on the Insurance Certificate on which your home is located and includes the yard or garden situated within the legal boundaries of that land. It does not include the nature strip outside your home or any area that is common property within a multi-residency property.

sponsored bicycle means a bicycle where;

- a party other than you has contributed (either directly or by way of a discount) towards more than 50% of the recommended retail price of the bicycle, or
- the bicycle has been provided to you under a loan or deferred payment arrangement.

sponsored cyclist means a cyclist who;

- receives direct or indirect financial support or assistance (excluding clothing and apparel) in excess
 of \$2,000 (measured over any consecutive 12-month period) from a another party (excluding a
 family member) in order to participate, train or otherwise engage in cycling or attend cycling events
 or compete in cycling races, or
- has entered into and is subject to a cycling sponsorship agreement (written or verbal) with a third party, regardless of whether financial transactions have actually arisen under the agreement, or
- is using a sponsored bicycle at the time of a loss event.

sum insured is the amount shown on your Insurance Certificate for each section of cover and/or each specified item covered by the policy. The most we will pay (inclusive of taxes) for a loss event, will be the relevant sum insured less the applicable excess, less any other amount we are entitled to recover under this policy.

total loss means the loss of your entire bicycle, or damage to your bicycle or a custom part or an accessory which we determine at our sole discretion to be uneconomical to repair.

unattended means whenever your entire bicycle is out of your direct line of sight or more than five (5) metres away from you.

unoccupied means that neither you, nor any other person (with your consent) is present in your home.

us/we/our means Velosure Pty Ltd trading as Sundays Insurance and the issuer of this policy The Hollard Insurance Company Pty Ltd.

you, your means the person or persons named on the Insurance Certificate as the insured.

Financial Claim Scheme

Hollard is an insurance company authorised under the Insurance Act 1973 (Insurance Act) to carry on general insurance business in Australia by the Australian Prudential Regulation Authority (APRA) and are subject to the prudential requirements of the Insurance Act. The Insurance Act contains prudential standards and practices designed to ensure that, under all reasonable circumstances, financial promises made by Hollard are met within a stable, efficient and competitive financial system.

The protection provided under the Financial Claims scheme legislation applies in relation to Hollard and the policy. If Hollard were to fail and were unable to meet their obligations under the policy, a person entitled to claim under insurance cover under the policy may be entitled to payment under the Financial Claims scheme (access to the scheme is subject to eligibility criteria). Information about the Financial Claims scheme can be obtained from the website at www.fcs.gov.au or the APRA hotline on 1300 558 849.

Hollard is exempted from the requirement to meet the compensation arrangements Australian financial services licensees must have in place to compensate retail clients for loss or damage suffered because of breaches by the licensee or its representatives of Chapter 7 of the Corporations Act 2001. Hollard has compensation arrangements in place that are in accordance with the Insurance Act.

General Code of Practice

Hollard is an Australian insurance company and is a signatory to the General Insurance Code of Practice. the objectives of this Code are:

- to promote better, more informed relations between insurers and their customers;
- to improve consumer confidence in the general insurance industry;
- to provide better mechanisms for the resolution of complaints and disputes between insurers and their customers; and
- to commit insurers and the professionals they rely upon to higher standards of customer service.

You can obtain a copy of the Code from the Insurance Council of Australia website www.insurancecouncil.com.au or by phoning (02) 9253 5100.

How we protect your privacy

We value your privacy. Our Privacy Policy, available at <u>sundaysinsurance.com.au</u> or by calling us, sets out how we protect your personal information. We collect, store and use your personal information to provide you with, and inform you about, insurance and insurance-related services. To do this we may communicate your personal information to our service providers. This will always be done as permitted by the relevant privacy legislation.

If you wish to stop receiving information about new insurance and insurance related services you can call us or email us at hello@sundaysinsurance.com.au. Please note that telephone conversations may be recorded for evidentiary, contractual, training and quality control purposes. You also have a right to access and correct your personal information held by us. If you would like a copy of Hollard's privacy policy please phone 02 9253 6600.

HOW TO CONTACT US

Visit - sundaysinsurance.com.au

Call - 02 8074 7882 during office hours

Email - hello@sundaysinsurance.com.au

Write - PO Box 199 CHATSWOOD NSW 2057

PART B

Financial Services Guide (FSG)

Velosure Pty Ltd, (ABN 81 151 706 697, Authorised Representative No. 410026), trading as Sundays Insurance and The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473, AFSL 241436) are responsible for this FSG as it relates to the financial services provided by them. This FSG provides you with information about the financial services that they provide in relation to Sundays Insurance to help you decide whether or not to use those services as well as information on how they are remunerated in relation to the services, how they deal with complaints and how they can be contacted.

In this FSG references to:

- Hollard means The Hollard Insurance Company Pty Ltd
- Velosure means Velosure Pty Ltd
- we, us or our collectively refers to Hollard and Velosure
- you and your means the applicant for a Sundays Insurance policy and, if a policy is issued, the insured and/or policy holder.

Sundays Insurance policies are promoted and administered by Velosure, trading as Sundays Insurance and insured by Hollard. Full details about these companies are given on Page 3 in Part A under "Who we are".

Important information you should know

In providing the above services, we have not and will not consider whether Sundays Bicycle Insurance is appropriate for your personal objectives, financial situation or needs as we do not provide such services to you. Therefore, you need to consider the appropriateness of any information given to you, having regard to your personal circumstances before buying Sundays Insurance Bicycle Insurance.

You need to read the PDS including the policy terms and conditions (Part A of this booklet) to determine if the product is right for you. The Sundays Bicycle Insurance PDS contains information on the benefits and significant characteristics of the product and is aimed to assist you in making an informed decision about whether to buy it or not. If you require personal advice, you need to obtain the services of a suitably qualified adviser.

Remuneration

Hollard as the issuer is paid the premium for this Sundays Insurance policy if you purchase it. This amount is agreed with you before the product is purchased. Velosure may be compensated for the services provided by them by receiving a portion of the underwriting profit, if any. Their compensation is included in the total amount you pay.

You may request particulars about the above remuneration or other benefits from us. However, the request must be made within a reasonable time frame after you have been given this document and before the relevant financial service has been provided to you.

Compensation Arrangements

Please see the Financial Claims Scheme section on Page 21 of the PDS (Part A of the document) for information on Hollard's compensation arrangements.

How we resolve your complaints

We will do our best to work with you to resolve any complaints you may have in relation to the financial services provided by us. For information on how we resolve your complaints please refer to Page 17 of the PDS (Part A of this document).

Your Privacy

We are committed to ensuring the privacy and security of your personal information.

We adhere to the Privacy terms set out in the 'How we protect your privacy' clause on Page 22 of the PDS (Part A of this document).

How to contact us

If you have any questions or need to update or change your cover you can contact us. Please refer to Page 22 of the PDS (Part A of this document) for our contact details.

Authorised for issue

This FSG was prepared by Velosure (as it relates to the financial services provided by them) on 10 July 2017 and Hollard has authorised the distribution of this FSG by the other parties who are its authorised representatives.