



wiggle  
*insurance*

*Essential  
Cover*

*Combined Product Disclosure Statement and Financial Services Guide (including policy*

This Combined Product Disclosure Statement and Financial Services Guide, incorporating the policy wording, was prepared on 14 June 2016.

This insurance is promoted and arranged by Wiggle Australia Pty Limited (Wiggle) ABN 14 601 479 930 of Suite 2201, Level 22, Tower 2, 101 Grafton Street, Bondi Junction, NSW 2022 acting as an Authorised Representative of Hollard (AR No. 1008736).

This insurance is issued by 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.

This insurance is administered by Velosure Pty Ltd ABN 81 151 706 697 of Level 12, 465 Victoria Ave, Chatswood, NSW 2067 which is an Authorised Representative of Hollard (AR No. 410026).

## *Part A - Product Disclosure Statement including Policy Terms*

This Product Disclosure Statement (PDS) was prepared on 14 June 2016 and tells you about this insurance to help you decide if the cover is right for you. Any advice provided is general only, and does not take into account your individual circumstances. You should carefully read the PDS and any other documentation we send you, such as your Insurance Certificate, and keep them in a safe place for future reference. When you enter into the policy you confirm and warrant that you have read (or will read before the end of the cooling off period) the policy documents we provided to you.

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 bicycle overnight. That's because we're cycling enthusiasts, just like you. We've put our collective cycling experiences and understanding together to create unique insurance products tailored for cyclists and we back it up with service that only a specialist bicycle insurer can provide.

### *An outline of this insurance*

The following is a summary of your Wiggle insurance.

#### *Protection for you and your bicycle*

Wiggle insurance provides cover anywhere in Australia for some of the most common risks faced by cyclists such as theft, accidental collision and damage.

#### *Level of cover – Essential*

Wiggle insurance offers two different levels of cover. An Essential cover, (this Policy) and a Comprehensive cover. Eligibility for these covers is determined by us based on the value of

## *Essential cover*

This cover has been designed to cover the everyday use of bicycles valued up to \$1,500. Subject to the policy terms and conditions we will cover you for:

Loss or damage to your bicycle arising from;

- fire, storm, impact or a crash,
- malicious damage,
- theft or attempted theft.

Legal liability for Third Party Bodily Injury and/or Third Party Property Damage claims arising out of an accident whilst riding the insured bicycle; and  
Personal Accident.

## *Types of bicycles we cover – subject to the value being \$1,500 or less*

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.

## *Risks and restrictions on your cover*

Your policy will not operate until you have paid your premium. If your premium is dishonoured by your financial institution, you will not be covered in the event of a claim. 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.

Details of your cover will be shown 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 services;
- owned or ridden by professional cyclists or sponsored cyclists;
- used for carrying passengers; or
- used by or in the care of a person under 18 years of age.

This policy only covers claims arising and occurring within Australia.

## *Other important*

### *Your Duty of Disclosure*

Before you enter into an insurance contract you have a duty of disclosure under the Insurance Contracts Act 1984.

If we ask you questions that are relevant to our decision to insure you and on what terms, you must tell us anything that you know and that a reasonable person in the circumstances would include in answering the questions.

You have this duty until we agree to insure you.

### *If you do not tell us something*

If you do not tell us anything you are required to tell us, we may cancel your contract or reduce the amount we pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### *Cover is subject to providing proof of ownership and condition of the bicycle*

In applying for this insurance we require you to provide proof of ownership and the condition of the bicycle. This is done by you providing 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.

If you have purchased your bicycle new, and you apply within 30 days of your purchase you only need to provide us with:

1. the bicycle's serial number; and
2. a copy of the purchase receipt showing the purchase date and full details of the bicycle

### *Your insurance premium*

When you apply for this insurance we will tell you the premium payable and this will be shown on your Insurance Certificate. In determining 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 also shown on your Insurance Certificate.

Your annual premium is payable on the day we issue your policy. We may offer premium payment terms over 12 equal monthly instalments. We may include a policy administration fee being our costs to process these installments. These amounts will be advised when you request coverage and will be shown on your Insurance Certificate.

## Cooling off period

You have a 14 day 'Cooling-off' period. If you decide that this policy isn't right for you and you have not exercised any of 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. We will provide you with a full refund of any premium paid.

## Your cover

When you purchase this policy we will issue you with an Insurance Certificate which should be read together with this wording to understand the cover and your obligations.

You are only covered for insured events that occur during the period of insurance within Australia. The cover is subject to the terms and conditions including limits and the excess in the policy.

Insured Event	You are not covered for
Damage to your bicycle, (and custom parts and accessories) caused by fire, storm, impact or a crash.	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: <ul style="list-style-type: none"><li>• impact with any stationary object including but not limited to any tree branch, car park, garage roof or height barrier whilst the bicycle is mounted to the roof or exterior of a motor vehicle</li><li>• misuse or abuse</li><li>• any process of cleaning, repairing or altering your bicycle or custom part or accessory;</li><li>• wear and tear, fading, gradual deterioration;</li><li>• rust, oxidation or corrosion;</li><li>• mechanical breakdown;</li><li>• structural or latent defects or flaws;</li><li>• manufacturing or assembly defects;</li><li>• faulty design, materials or workmanship;</li><li>• crushing, cracking or deformation arising from tightening and/or clamping;</li><li>• deformation and/or warping of carbon rims associated with braking and/or overheating.</li></ul>
Malicious damage caused to your bicycle.	Malicious damage caused by you or a person acting with your express or implied consent.

<p>Loss or damage arising from the theft or attempted theft of your bicycle from your home.</p>	<p>Theft of your bicycle;</p> <ul style="list-style-type: none"> <li>• where you have failed to comply with the security conditions detailed on page 19 of this PDS.</li> <li>• 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).</li> <li>• 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.</li> <li>• without clear, visible evidence of forcible entry to your home or forcible removal of the bicycle.</li> <li>• unless you have reported the theft to the police and provided us a copy of the police report.</li> </ul> <p>Theft of a custom part or accessory unless it is stolen together with the bicycle in the same loss event.</p>
<p>Theft of your bicycle away from your home (including theft of your bicycle from a vehicle).</p>	<p>Theft of your bicycle;</p> <ul style="list-style-type: none"> <li>• where you have failed to comply with the security conditions detailed on page 19 of this PDS.</li> <li>• by someone who was using your bicycle with your implied or express consent.</li> <li>• unless you have reported the theft to the police and provided us a copy of the police report.</li> </ul> <p>Theft of a custom part or accessory unless it is stolen together with the bicycle in the same loss event.</p>
<p>Loss or damage to your bicycle which occurs whilst it being transported between destinations within Australia and is in the custody and care of a commercial carrier (air, rail, sea or road) as part of your checked baggage, travelling with you.</p>	<p>Loss or damage sustained;</p> <ul style="list-style-type: none"> <li>• unless the bicycle is securely packaged in a container designed for the transportation of bicycles. The bicycle container must enclose the entire bicycle;</li> <li>• while the bicycle is in the custody and care of a commercial delivery, courier or freight company where you are not travelling with the bicycle.</li> </ul>

Your legal liability to pay compensation caused by your negligence as a result of an accident occurring during the period of insurance which causes death or bodily injury to another person or loss or damage to another person's property whilst you were riding the insured bicycle. If we agree to pay your claim we will pay the costs of compensation awarded by an Australian court or a settlement agreed to by us and your reasonable legal fees and expenses that we incur on your behalf or that you incur with our written consent. You can only claim for legal fees and expenses if we have agreed to them in writing before you incur them.

#### Legal liability to pay:

- any amount that exceeds the cover limit shown on your Insurance Certificate. This is the maximum we pay from any single accident and is inclusive of all legal costs. The amount includes all legal costs and expenses incurred with our consent or which you have a legal liability to pay.
- any claim where you are not riding the bicycle involved in an accident giving rise to a claim.
- any claim arising from an accident whilst you are participating in an organised race or cycling event.
- any claim where your bicycle is being ridden by someone else at the time of an accident giving rise to a claim.
- any claim for death or bodily injury to:
  - you,
  - any person who is a member of your family, or
  - any person who normally lives with you.
- loss or damage or liability arising from:
  - an accident where you were cycling while under the influence of drugs or with a blood alcohol level over the legal limit applicable to motor vehicle drivers in the state/territory in which the accident giving rise to the claim occurred, or
  - an accident after which you refuse to take a drug or alcohol test where requested by the relevant state or territory police.
- any claim arising from an accident where you were using the bicycle illegally or in the performance of an illegal action or in contravention of relevant state traffic and road usage laws.
- any claim arising from an accident where more than one person was being transported on the bicycle you were riding unless the bicycle was designed to carry more than one person (e.g. a tandem bicycle).

- damage to property owned by you, or anyone that normally lives with you or for damage to property that was under your control at the time of an accident giving rise to a claim.
- any claim for death, bodily injury or damage resulting from an accident that is caused or contributed to by a known defect in the bicycle you are riding.
- any liability for which you or any other person are entitled to be indemnified or covered under a statutory scheme or would have been entitled to if you had complied with your obligations in accordance with such scheme or law.
- any liability taken on by you by agreement, unless the liability would have been incurred without the agreement existing.
- any claim arising from an accident caused intentionally by you or a person acting with your express or implied consent.
- any claim arising from an accident that occurs outside Australia.
- any indirect or consequential loss arising from a claimable accident.
- any fines, punitive, exemplary or aggravated damages.
- any claim where you were using a bicycle for any income generating or business activity (such as but not limited to, courier services).

## Additional

<b>The person named as the insured on the Insurance Certificate has the following Additional Benefits</b>	<b>You are not covered for</b>
<p><b>Personal Accident: Death Lump Sum or Permanent Loss</b></p> <p>You are covered for:</p> <ul style="list-style-type: none"><li>• death, or</li><li>• permanent and total loss of sight of an eye, or</li><li>• the amputation of a hand, or more than one thumb or finger, or</li><li>• the permanent loss of all function or the use of a limb;</li></ul> <p>which arises from a crash whilst you are riding the bicycle.</p> <p>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.</p> <p>We will pay:</p> <ul style="list-style-type: none"><li>• Death - \$50,000.</li><li>• The permanent and total loss of use of one or more thumbs, fingers or toes - \$20,000.</li></ul>	<ul style="list-style-type: none"><li>• 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</li><li>• suicide or self-inflicted injury.</li></ul>

- Permanent Quadriplegia - \$100,000.
- Permanent Paraplegia - \$100,000.
- Permanent total loss of use of two Limbs - \$50,000.
- Permanent total loss of entire sight of both eyes - \$50,000.
- Permanent total loss of entire sight of one eye - \$25,000.
- Permanent total loss of hearing in
  - a) both Ears - \$50,000
  - b) one Ear - \$12,500
- Permanent total loss of speech - \$50,000.
- Permanent total loss of use of one limb - \$25,000.

The most we will pay for a loss arising from a crash under this Additional benefit is \$100,000 regardless of the combination of permanent injury or loss. The standard policy excess applies to this benefit.

**Personal Accident: Non-Medicare medical costs**

If you are injured as a result of a crash whilst riding your bicycle, we will reimburse your reasonable costs, up to a maximum of \$10,000 in the aggregate over the period of insurance, for non-Medicare medical expenses incurred within 12 months of the injury. Examples of non-Medicare medical expenses include ambulance, physiotherapy and dentistry.

Written evidence must be provided by a qualified medical practitioner as to the injury sustained and the required treatment. Proof of any incurred costs will be required.

- any expense that may be claimed wholly or partly through Medicare (e.g. doctor's fees);
- any expense that you have not claimed but which you are entitled to claim under a private health insurance policy, where you hold such insurance;
- any excess or co-payment attributable to a claim made under a private health insurance policy; or
- where any payment under this section would result in us contravening the Health Insurance Act 1973 (Cth) or National Health Act 1953 (Cth) or the Private Health Insurance Act 2007 (Cth).

## Income Replacement

If you are injured as a result of a crash whilst riding your bicycle and are unable to perform your usual or regular occupation, we will pay you the lesser of \$1,000 per week or 75% of your weekly income, net of tax, for a period of up to 50 weeks in any one period of insurance.

The injury must be certified in writing by your medical practitioner and confirmed by one or more medical specialists nominated by us.

If you are receiving any other payment, or are eligible to receive such payment from another insurance policy, including compulsory third party insurance or any statutory or legislated benefits our payments made under this benefit will be reduced by any such entitlements you are eligible to receive, or would receive any workplace arrangements to ensure you do not receive more than 75% of your net weekly income.

We will cease making any payment under this benefit on the earliest of;

- the injury no longer prevents you from returning to your pre-injury occupation.
- the period of 52 weeks from the date of the crash.

- any loss where at the time of the crash you were not employed on a full time basis or had not worked more than 24 hours per week on average for the 8 weeks immediately preceding the crash. We will require you to provide satisfactory financial evidence of your pre-injury income.

- any loss where you are over 66 years of age unless specifically agreed to by us and noted on the Insurance Certificate.

- earnings from non salary or wage related sources such as promotions, sponsorship or any endorsement related earnings.

### Income Replacement (continued)

- you cease to be under the regular care of a medical practitioner who is treating your injury.
- if you no longer follow the treatment recommended by a medical practitioner at such intervals and frequency as will lead to a satisfactory resolution or alleviation of your injury.
- your death.

If we have agreed to pay a claim under 'Personal Accident: Death Lump Sum or Permanent Loss', the amount paid under this additional benefit will be reduced so as not to exceed more than \$100,000 in total between the two benefits.

A waiting period of 14 days applies after the time of the crash before any benefit is claimable and the standard policy excess will apply.

The income benefit is payable monthly in arrears during the income replacement period with the first payment occurring one month after the 14 day waiting period.

<p><b>Funeral Cover</b></p> <p>In the event of your death which arises from a crash whilst you are riding the bicycle, we will pay an amount of up to \$5,000 towards your funeral costs. This will be paid to either reimburse your executor or trustee of your estate or as directed by them to an entity engaged to arrange and conduct your funeral.</p>	<p>Any funeral cover expenses where your death arises from suicide or intentional self-injury.</p>
<p><b>Home help expenses</b></p> <p>If you are injured as a result of a crash whilst riding your bicycle and these injuries prevent you from caring for yourself in your home, we will reimburse home help expenses incurred from a recognised home help agency.</p> <p>Payments under this section will not exceed \$5,000 over the period of insurance.</p> <p>Payments under this section will not commence until a period of four weeks has elapsed from the date of the crash causing your injury.</p> <p>Payments for your home help expenses will only be made for your reasonable needs and whilst you continue to live at your home.</p>	

### Home help expenses (continued)

We may request you to attend an assessment by a registered health or rehabilitation professional, at our expense, to assess your requirement for ongoing care.

### Chauffeur plan

If you are injured as a result of a crash whilst riding your bicycle and these injuries prevent you from driving or being able to use other available modes of public transport we will reimburse the reasonable costs you incur for the hire of a suitable chauffeur vehicle or taxi to transport you from your address to your normal place of work and back.

We will pay up to \$4,000 during any one period of insurance.

This benefit will only apply after 4 weeks from the date of your injury following a crash.

Payments under this section will cease when you are able to return to your usual mode of transport to your place of employment.

We may request you to attend an assessment by a registered health or rehabilitation professional, at our expense, to assess your requirement for ongoing use in the hire of a suitably chauffeured vehicle or taxi.

<p><b>Home and vehicle modifications</b></p> <p>If we agree to pay a claim under the benefit 'Personal Accident: Death Lump Sum or Permanent Loss', other than where a death has occurred, and these injuries limit your mobility in your home and/or your ability to drive your car, we will pay up to \$10,000 in any one period of insurance to enable appropriate modifications be made to your home and/or your car to ensure your ongoing mobility.</p> <p>Before payments are made we must be provided with costs from accredited suppliers and/or builders with appropriate experience to undertake the required modification works.</p>	
<p><b>Counselling support</b></p> <p>If you witness an accident whilst riding your bicycle which results in the death of a cyclist, we will reimburse you for counselling support provided by a legally qualified psychologist or psychiatrist.</p> <p>If you suffer quadriplegia or paraplegia as a result of a crash whilst riding your bicycle we will reimburse you for counselling support provided by a legally qualified psychologist or psychiatrist.</p>	

<p>If you suffer death as a result of a crash whilst riding your bicycle we will reimburse your spouse, partner or fiancé for counselling support provided by a legally qualified psychologist or psychiatrist.</p> <p>This benefit is limited to up to \$200 per week, to a maximum of \$2,000 in any one period of insurance.</p>	
<p><b>Parent(s) Inconvenience expenses</b></p> <p>If you are a full time student, under 25 years of age, and are injured as a result of a crash whilst riding your bicycle and have been admitted to hospital as a result of your injury we will pay a weekly benefit of up to \$200 per week, to a maximum of \$2,000 in any policy period for your parent(s) inconvenience whilst you remain in hospital. This is subject to a 7 day excess/deductible period.</p> <p>Our liability to make payment under this section will not commence until you have been in hospital for 7 days.</p> <p>This means that we will make the first payment under this section the 14th day you have been in hospital.</p>	

## Security Conditions – theft or attempted theft cover

Security conditions apply to the theft or attempted theft cover under 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 Conditions
At your home	<ul style="list-style-type: none"><li>• You must ensure that when your bicycle is kept inside your home, your home is securely locked whenever it is unoccupied.</li><li>• 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.</li><li>• 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.</li><li>• Under all other circumstances, 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.</li></ul>

<p>Parked or kept in or on any common property or any publically accessible area in a building.</p>	<p>The bicycle must be securely locked through the frame of the bicycle to an immovable object by an approved lock.</p> <p>If you are storing your bicycle for more than 24 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.</p>
<p>Away from your home</p>	<p>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.</p> <p>Unattended means whenever your entire bicycle is out of your direct line of sight and more than five (5) metres away from you.</p>
<p>While being transported</p>	<p>If your bicycle is left unattended during daylight hours while it is in any motor vehicle including while it is in transit, it must be:</p> <ul style="list-style-type: none"> <li>• kept inside a securely locked vehicle; or</li> <li>• locked inside an enclosed boot.</li> </ul> <p>If your bicycle is left unattended outside of daylight hours while it is in any motor vehicle including while it is in transit, it must be:</p> <ul style="list-style-type: none"> <li>• securely locked through the frame of the bicycle with an approved lock to a properly fitted and</li> <li>• locked inside an enclosed boot; or</li> <li>• if your bicycle is visible from the outside of your vehicle, 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.).</li> </ul>

## *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 19 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),
  - 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;
- 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. If you have carried out repairs you will be responsible for any additional cost over the normal amount that would have been incurred by us;

- Depreciation 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 will 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;
- report the incident to us as soon as possible by calling us on 1300 951 353 or online at <https://insurance.wiggle.com.au/contents/claims>

#### *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 19). 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 if your claim or any part thereof is settled on a total loss basis;
- 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:

- 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.
  
- in the event of a partial loss of a bicycle or custom part or accessory, we will pay the lesser of:
  - our purchase cost for an item of equivalent age, standard and condition, or
  - a percentage<sup>1</sup> of the depreciated value, or
  - its market value, or
  - your sum insured,  
less any applicable excess.

Note<sup>1</sup> :The percentage will be calculated by dividing the 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.

### *If your bicycle is a partial loss*

If you have a partial loss claim on your bicycle or custom parts or accessories, the claimed item/s will become our property and we will keep the proceeds of any salvage sold. Your policy remains active during and after the claim being processed and your premium obligations remain unchanged.

### *Excess*

Each claim made for your bicycle under this insurance will be subject to an excess. Excesses vary and 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.

### *Personal accident claims*

In the event of a personal accident we need to 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.

In order that we can assess a claim under this cover we will require:

- the injured insured to obtain and follow medical advice from a qualified medical practitioner;
- 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;
- the injured insured to undergo any medical examination requested and arranged by us.

### *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,

## *Your on-going 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 installment 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*

### *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.

### *Cancelling your insurance*

You may cancel the policy at any time by giving us notice in writing of your intention to do so. The cancellation will be effective at the time the notice of cancellation is received by us. We will only accept notices of cancellation given in writing by you via email, mail or fax. We will not accept cancellation requests by telephone.

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 and no refund of any policy/administration fee (as shown on your Insurance Certificate).

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 letter 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: Locked Bag 2010, St Leonards NSW 1590.

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 Australian Financial Complaints Authority (AFCA) subject to its terms of reference, which acts as our external dispute resolution provider. AFCA is an independent body and its

AFCA can be contacted on:

Call: 1800 931 678

Post: GPO Box 3, Melbourne, Victoria 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Email address: [info@afca.org.au](mailto:info@afca.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 <https://insurance.wiggle.com.au> and for which you are able to provide a least one key in the event of a theft claim.

**bicycle** means the bicycle (or tricycle or tandem bicycle) powered by human pedalling and described to us and shown on your Insurance Certificate. For the purposes of this policy this definition includes electric 'pedal assist' bicycles not exceeding 300 watts 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.).

**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.

**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.

**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.

**cycling event** means an untimed cycling event 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.

**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 maneuvered 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.

**malicious damage** means damage caused by 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, 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. 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 amount at which we are able to purchase the same item or an item of similar make, model, type, function, quality and material.

**securely locked** means:

- the bicycle is locked by an approved lock through the frame of the bicycle to an immovable object; or

- the building at your home in which the 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.

**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 GST), 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 and 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.

**we, our or us** means Velosure Pty Ltd as administrator and agent for The Hollard Insurance Company Pty Ltd.

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

## *Financial Claims Scheme*

Hollard is authorised under the Insurance Act 1973 to carry on general insurance business. This Act contains prudential standards and practices designed to ensure that financial promises made by Hollard are met within a stable, efficient and competitive financial system. Because of this 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 Hollard or its representatives of Chapter 7 of the Corporations Act. Hollard has compensation arrangements in place that are in accordance with the Insurance Act.

The protection provided under the Financial Claims Scheme legislation applies to Hollard. If Hollard was unable to meet its 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 APRA website at [www.apra.gov.au](http://www.apra.gov.au) or the APRA hotline on 1300 558 849.

## *General Insurance Code of Practice*

The Insurance Council of Australia Limited has developed the General Insurance Code of Practice, which is a self-regulatory code for use by all insurers. The Code aims to raise the standards of practice and service in the insurance industry.

Hollard is a signatory to the Code.

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

## *How we protect your privacy*

We value your privacy. Hollard's Privacy Policy, which also covers its related company, Velosure Pty Ltd is available at <http://hollard.com.au/privacy-policy.aspx> and 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 [privacy@velosure.com.au](mailto:privacy@velosure.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 and ask for our Privacy Officer.

## *How to contact us*

Our Wiggle Insurance team is available to answer questions you may have about this insurance or to help you update or change your cover.

Visit [www.insurance.wiggle.com.au](http://www.insurance.wiggle.com.au)  
Call 1300 951 353 during office hours  
Email [contact@insurance.wiggle.com.au](mailto:contact@insurance.wiggle.com.au)  
Write to Locked Bag 2010, St Leonards NSW 1590

## *Part B - Financial Services Guide (FSG)*

Velosure Pty Ltd (ABN 81 151 706 697), (Authorised Representative No. 410026) 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 Wiggle 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:

- Wiggle means Wiggle Australia Pty Limited, (ABN 14 601 479 930), (Authorised Representative No. 1008736)
- 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 Wiggle insurance policy and, if a policy is issued, the insured.

Wiggle insurance is promoted and arranged by Wiggle, insured by Hollard and administered by Velosure. Full details about these companies are given at the start of this booklet (page 2). The Wiggle insurance PDS including the Policy Terms and Conditions is set out in Part A of this document. The Wiggle 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. Before you acquire the product, you should read the PDS carefully and use it to decide whether to purchase the product.

## *About Wiggle*

Wiggle is an on-line specialist retailer of bicycles, accessories, equipment and clothes. Wiggle has entered into an agreement with Velosure to promote and arrange Wiggle branded bicycle insurance underwritten by Hollard. Wiggle is not authorised to provide advice however may promote and arrange bicycle insurance coverage. If you have any question on the bicycle insurance coverages promoted by Wiggle, Velosure is authorised to provide general advice and answer any question you may have on the policy(ies) offered. Only Hollard can issue, vary and cancel Wiggle insurance policies which it does through an arrangement with Velosure, explained above.

## *About Hollard and Velosure:*

Hollard is the insurer of this bicycle insurance. Velosure has been appointed by Hollard as an Authorised Representative and is authorised to deal in and provide general advice on behalf of Hollard regarding certain general insurance products issued by Hollard, including Wiggle insurance. On behalf of Hollard, Velosure administers Wiggle insurance and determines whether a Wiggle insurance policy can be issued to you by Hollard. Velosure has been given a binding authority by Hollard which authorises it to enter into, vary and cancel Wiggle Insurance policies on behalf of Hollard as if it were Hollard. Velosure's authority is subject to the limits of authority agreed with Hollard. Velosure does not act for you.

## *Important information you should know*

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. If you have any general questions about the policies offered Velosure can answer these but if require personal advice, (that is whether the product suits your personal needs), you need to obtain the services of a suitably qualified adviser.

## *Remuneration*

Hollard as the issuer is paid the premium for this Wiggle 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.

Wiggle may receive a commission of the premium for promoting Wiggle insurance policies. This commission is used by Wiggle cover the costs associated with the marketing and distribution of this product to you.

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. Please refer to page 33 of the PDS for our contact details.

### *Compensation Arrangements*

Please see the Financial Claims Scheme section on page 32 of the PDS (Part A of the document) for information on Hollard's compensation arrangements.

### *How we resolve your complaints*

Please refer to page 28 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 33 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) and Hollard has authorised the distribution of this FSG by the other parties who are its Authorised Representatives.