

Bicycle Insurance

product disclosure statement

and insurance policy

Preparation date: 10 October 2008

Insurer: Swann Insurance (Aust) Pty Ltd ABN 80 000 886 680 AFS Licence No. 238292

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Welcome to the security of Swann Insurance

This PDS is important

This Product Disclosure Statement and Insurance Policy (PDS) contains important information required under the Corporations Act 2001.

Please read this PDS before you apply for insurance.

This PDS sets out the terms, conditions and limits that apply for the insurance we offer to you. If you have paid the Premium and we accept your application for insurance, you will receive a Policy schedule that sets out details of the insurance you have taken out. It is your responsibility to make sure that all details contained on the Policy schedule are correct.

Our agreement with you is made up of your application, this PDS, the Policy schedules and endorsements we send to you. Endorsements are notices we send to confirm any change to your insurance.

Keep this PDS in a safe place. You may want to refer to it from time to time.

We recommend that you keep your receipt for the purchase of your Bicycle, and your Bicycle Condition Report if you have taken out Elite cover, as you will need these should you wish to make a claim.

If you need more information about this insurance, please contact us.

The information in this PDS was current at the time of preparation. However, some information may change from time to time. If a change is significant, we will issue a supplementary PDS or replacement PDS. If a change is not significant, you can obtain a copy of the updated information free of charge by contacting us.

Introduction

Who is the insurer

Swann Insurance (Aust) Pty Ltd, is the insurer. Our Australian Business Number is 80 000 886 680. Our Australian Financial Services Licence Number is 238292. In this PDS the insurer is called 'we', 'us', 'our', or 'Swann Insurance'.

Who is insured

The person or persons named as the insured when you applied for this insurance and named on the Policy schedule. In this PDS that person or persons are called 'you' or 'your'. Any other person you authorise to be in control or possession of your Bicycle are also insured.

The purpose of this PDS

This PDS has been prepared to assist you in understanding this insurance and making an informed choice about your insurance requirements.

How to apply for insurance

Complete our application. If we accept your application for insurance, you will receive a Policy schedule that confirms cover and sets out details of the insurance you have taken out.

If you apply for this insurance and your answers to our questions are entered into our Internet based system, we will provide you with a copy of the questions we have asked and the answers you have provided relating to the assessment of your particular risk.

Costs

The Premium payable by you will be shown on your Policy schedule.

The key factors that influence the Premium calculations are reflected in the questions asked, and information sought, at the time of your enquiry or application for insurance.

These include factors relating to:

- ◆ the frequency claims occur and the average cost of each claim.
- ◆ the level of cover you have selected.
- ◆ the value of your Bicycle.
- ◆ the value of any Accessories and modifications fitted or made to your Bicycle.

Premiums are subject to Commonwealth and State taxes and/or charges. These include the Goods and Services Tax and stamp duty. The amount of these taxes and/or charges will be shown on your Policy schedule.

If we are unable to issue your insurance when we receive your application, we are required to hold your Premium in a trust account on your behalf until your insurance can be issued. We will retain any interest payable by our bank to meet, among other things, bank fees and other bank costs we incur in operating the account.

General Insurance Code of Practice

Swann Insurance has adopted the General Insurance Code of Practice. The purpose of the code is to raise the standards of practice and service in the general insurance industry.

The objectives of the 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.

If you would like more information about the code, please contact us.

Your duty of disclosure

What you need to tell us

You must tell us anything that you know, or should know, which could affect our decision to insure you and/or the terms on which to insure you. You must do this when you apply for insurance, renew your insurance or when you change or reinstate your insurance. When we ask you specific questions, you must answer these questions truthfully and in a way that a reasonable person in the circumstances would answer them. It is important that every person who will be insured by this insurance answers all questions in this way. These are requirements of the Insurance Contracts Act 1984.

What you do not need to tell us

You do not need to tell us anything that:

- ◆ reduces our risk.
- ◆ is of common knowledge.
- ◆ we know, or as an insurer should know.
- ◆ we indicate that we do not want to know.

What will happen if you do not tell us

If you withhold relevant information or you do not answer our questions in the way we have described, we can reduce the amount we pay you for your claim, or we can cancel your insurance. If your failure to tell us is fraudulent, or your answers are untruthful, we can treat your insurance as if it never existed.

If you do not understand

If you do not understand your duty, please contact us.

Important information

The way we handle your personal information

We collect personal information from you for the purpose of providing you with insurance products, services, and processing and assessing claims.

You can choose not to provide this information, however, we may not be able to process your requests.

We may disclose information we hold about you to:

- ◆ other insurers,
- ◆ an insurance reference service,
- ◆ our service providers and/or advisers,
- ◆ any third party with whom you have been dealing in respect of this insurance and who referred you to Swann Insurance,
- ◆ any other third party as permitted or required by law.

In the event of a claim, we may disclose information to and/or collect additional information about you from investigators or legal advisers.

When you apply for insurance you can select to receive offers of products and services which may be of benefit to you. During the Period of insurance we may, or any other organisation we authorise may, provide these offers. You may be contacted in writing, by phone or other electronic means. If you do not wish to receive these offers you can select not to receive them when you apply for this insurance, or you can contact us at any other time.

If you wish to update or access any information, please contact us.

Your cooling-off period

If you decide that you do not wish to continue with this insurance, you have 28 days after the Commencement date of this insurance to request cancellation. To do this, you must advise us in writing. We will provide you with a full refund of Premium paid, providing you have not made a claim under this insurance.

Words that have a special meaning

Some of the words in this PDS have special meanings. These words and their meanings are listed below.

Accessories

Optional items that are not permanently fitted to your Bicycle to perform an additional function or enhance performance. These optional items can be removed from your Bicycle without the use of any tools. Accessories do not include any clothing.

Agreed value

The fixed amount we agree to insure your Bicycle for during the current Period of insurance. The Agreed value of your Bicycle cannot be higher than the Purchase price. The Agreed value is stated on the Policy schedule.

Bicycle

The Bicycle described on the Policy schedule. This includes items that are permanently fitted to your Bicycle that cannot be removed from your Bicycle without the use of any tools.

Bicycle retailer

A business that transacts the sale of new bicycles.

Business use

Your Bicycle is used in connection with a business.

Courier use

Your Bicycle is used for business purposes and for the collection or delivery of goods.

Legal liability

The legal responsibility to pay compensation for damage to property other than your own, or death or bodily injury to other people during the Period of insurance as a result of an accident for which you are at fault.

Period of insurance

The period of cover shown on the Policy schedule.

Policy schedule

The most recent schedule (or renewal invitation) we give you describing the terms and conditions that are specific to your insurance. This also includes any amendments we send you in writing.

Premium

The amount you pay for the insurance.

Purchase price

The amount you have paid for the Bicycle. If you select cover 1 - Recreational cover, the Purchase price does not include Accessories. If you select cover 2 - Commuter cover, or cover 3 - Elite cover, the Purchase price includes Accessories.

Racing

Riding your Bicycle in a competitive event or time trial on a roadway. Racing does not include riding your Bicycle in an organised public fun ride.

Total loss

In our opinion your Bicycle is unable to be repaired economically, or the cost of repairs is higher than the Agreed value, or it has been stolen and not found.

The insurance cover you select

When you take out your insurance you can choose the level of cover that is appropriate to your Bicycle.

You have a choice of 3 covers to select from:

1. Recreational cover
2. Commuter cover
3. Elite cover

The type of cover you have is stated on the Policy schedule. With each of these covers, all benefits, conditions and exclusions described under Third party liability cover also applies.

The cover provided by this insurance may vary from the prescribed standard cover. It is therefore important that you read, retain and understand this PDS.

1. Recreational cover

What you are insured for with Recreational cover.

If your Bicycle is:

- ◆ less than 24 months old when you take out this insurance and is:
 - accidentally damaged, or
 - burnt, or
 - stolen from a locked building, or
 - stolen whilst securely locked to a fixed object, or
 - stolen from within a locked vehicle,

we will at our option either:

- ◆ repair your Bicycle, or
- ◆ pay you the cost of repairing your Bicycle, or
- ◆ pay you the Agreed value of your Bicycle, or
- ◆ replace your Bicycle.

The most we will pay for any one claim during the Period of insurance for Recreational cover is the lesser of the Agreed value or \$500. The most we will pay for all claims during the Period of insurance for Recreational cover is \$1,000.

What you are not insured for with Recreational cover.

With Recreational cover no insurance is provided:

- ◆ whilst your Bicycle is used for Racing.
- ◆ for any Accessories.
- ◆ for any carbon fibre components or components made of similar material accidentally damaged.

With Recreational cover, all benefits, conditions and exclusions described under Third party liability cover also apply.

2. Commuter cover

What you are insured for with Commuter cover.

If your Bicycle, including any Accessories whilst fitted to your Bicycle is:

- ◆ less than 24 months old when you take out this insurance and is:
 - accidentally damaged, or
 - burnt, or
 - stolen from a locked building, or
 - stolen whilst securely locked to a fixed object, or
 - stolen from within a locked vehicle,

we will at our option either:

- ◆ repair your Bicycle, or
- ◆ pay you the cost of repairing your Bicycle, or
- ◆ pay you the Agreed value of your Bicycle, or
- ◆ replace your Bicycle.

The most we will pay for any one claim during the Period of insurance for Commuter cover is the lesser of the Agreed value or \$1,000. The most we will pay for all claims during the Period of insurance for Commuter cover is \$2,000. We will not pay for any Accessories that are stolen unless your Bicycle is also stolen. We will only pay one claim for Accessories accidentally damaged during the Period of insurance.

What you are not insured for with Commuter cover.

With Commuter cover no insurance is provided:

- ◆ whilst your Bicycle is used for Racing.
- ◆ for any carbon fibre components or components made of similar material accidentally damaged.

With Commuter cover, all benefits, conditions and exclusions described under Third party liability cover also apply.

3. Elite cover

What you are insured for with Elite cover.

If your Bicycle, including any Accessories whilst fitted to your Bicycle is:

- ◆ less than 24 months old when you take out this insurance and is:
 - accidentally damaged, or
 - burnt, or
 - stolen from a locked building, or
 - stolen whilst securely locked to a fixed object, or
 - stolen from within a locked vehicle,

we will at our option either:

- ◆ repair your Bicycle, or
- ◆ pay you the cost of repairing your Bicycle, or
- ◆ pay you the Agreed value of your Bicycle, or
- ◆ replace your Bicycle.

The most we will pay for any one claim during the Period of insurance for Elite cover is the lesser of the Agreed value or \$20,000. The most we will pay for all claims during the Period of insurance for Elite cover is the lesser of the Agreed value or \$20,000. We will not pay for any Accessories that are stolen unless your Bicycle is also stolen. We will only pay one claim for Accessories accidentally damaged during the Period of insurance.

With Elite cover, all benefits, conditions and exclusions described under Third party liability cover also apply.

Third party liability cover

We will cover you for your Legal liability to pay compensation for loss or damage to someone else's property, or death or bodily injury to other people during the Period of insurance as a result of an accident anywhere in Australia.

This loss or damage must be caused by:

- ◆ the use of your Bicycle, or
- ◆ a trailer being towed by your Bicycle.

This cover is also extended to any other rider using your Bicycle with your permission.

We will also pay for your legal expenses when our lawyers act in connection with a claim.

The most we will pay in relation to any one accident under this section of the PDS is \$1 million, including legal costs and expenses.

We will not provide this cover:

- ◆ if the damaged property belongs to you or is in your possession or control, or is under the control of any member of your family who normally lives with you, or anyone else who normally lives with you, at the time of the accident.
- ◆ if your Bicycle was being used without your permission at the time of the accident.
- ◆ for any liability you agree to accept that would not apply if such an agreement did not exist.
- ◆ for property belonging to or in the possession or control of a person operating or using your Bicycle with your permission at the time of the accident.
- ◆ for personal injury to you, or members of your family who normally lives with you, or anyone else who normally lives with you.
- ◆ for personal injury to any person you employ where the injury arises from their employment with you.
- ◆ for personal injury to any person in a bicycle trailer being towed by your Bicycle.
- ◆ for personal injury to any person in the possession or control or using your Bicycle with your permission at the time of the accident.
- ◆ for loss or damage to property that belongs to any person you employ where that loss or damage arises from their employment with you.
- ◆ for penalties, fines or awards of aggravated, exemplary or punitive damages made against the insured.

What you are insured for

Provided you have paid the Premium, and we have accepted your application, we agree to insure you during the Period of insurance for the type of cover selected and stated on the Policy schedule, subject to the terms, conditions and limits of this PDS.

What you are not insured for

This insurance does not cover:

- ◆ the cost of repairing existing damage which your Bicycle had prior to an incident which results in a claim.
- ◆ the cost of repairing faulty workmanship or incomplete repairs previously carried out on your Bicycle prior to an incident which results in a claim.
- ◆ wear and tear, depreciation or corrosion.
- ◆ any loss due to cleaning or any process involving the use of chemicals other than domestic household chemicals.
- ◆ any loss as a consequence of you being unable to use your Bicycle, including the cost of hiring another bicycle.
- ◆ mechanical, structural, electronic or electrical failure.
- ◆ damage to tyres caused by punctures, bursting, cuts or brake application.
- ◆ the cost of any repairs to your Bicycle that have been carried out without our permission.
- ◆ any incident resulting in a claim while the Bicycle was in an unsafe or unroadworthy condition that is known or could reasonably be expected to have been known by you, and that condition contributed to the accident.
- ◆ loss or damage caused by failure to properly safeguard your Bicycle after it was stolen and found, or after it has broken down, or after an accident.
- ◆ loss or damage deliberately caused by you or a person using your Bicycle with your permission, a person acting on your instructions or on the instructions of a person using your Bicycle with your permission.
- ◆ loss or damage caused to your Bicycle as a result of legal seizure.
- ◆ loss or damage caused by any person insured by this insurance stealing, absconding or otherwise misappropriating the Bicycle.
- ◆ loss or damage that occurs whilst your Bicycle is in the care, custody or control of a Bicycle retailer for the purpose of sale.
- ◆ loss or damage to any clothing that may be stolen or damaged as a result of an accident.
- ◆ loss or damage to your Bicycle whilst in transit. This does not apply when your Bicycle is attached to a vehicle.
- ◆ loss, damage or liability while a trailer is attached to your Bicycle unless the trailer is constructed specifically for a bicycle by a commercial manufacturer, and the trailer was included in your Purchase price.
- ◆ loss, damage or liability if your Bicycle was being used for hire or conveyance of passengers for fare or reward.
- ◆ loss, damage or liability if your Bicycle was being used for Business use or Courier use.

- ◆ loss, damage or liability if your Bicycle was being used for fast food delivery.
- ◆ loss, damage or liability if your Bicycle was being used in connection with emergency or law enforcement services.
- ◆ loss, damage or liability if your Bicycle was being used on a velodrome or BMX track.
- ◆ loss or damage to any component, part or accessory of your Bicycle that occurs while the component, part or accessory has been removed from the Bicycle.
- ◆ any costs associated with locating, importing or transporting parts as a result of a claim, where such parts are not normally available from the Bicycle manufacturer or its recognised distributor within Australia. If any part is unavailable in Australia, the most that we will pay in relation to any such part will be the lesser of:
 - the manufacturer's most recent Australian list price.
 - the list price of the closest equivalent part available in Australia.
 - the actual cost of having a new part made in Australia.

We may refuse or reduce a claim or cancel this insurance, or do both, if at the time of an incident resulting in a claim your Bicycle:

- ◆ was being used for stunt or trick riding.
- ◆ was being used for ramp riding, jumping, aggressive riding or riding on severe terrain.
- ◆ was carrying or towing loads higher than recommended by the manufacturer of your Bicycle.
- ◆ was outside of Australia.
- ◆ had been modified from the manufacturer's specifications.
- ◆ was unroadworthy or in an unsafe condition at the time of the accident and you knew, or should have known that it was unroadworthy or in an unsafe condition.
- ◆ was stolen whilst being tested by a prospective purchaser.

Rider exclusions

This insurance does not cover any incident resulting in a claim where at the time of the incident the rider or the person in charge of your Bicycle, or last in charge of your Bicycle:

- ◆ was under the influence of alcohol or drugs.
- ◆ was in excess of the statutory prescribed legal limit for blood alcohol content.
- ◆ refused to take a test for alcohol or drug content.
- ◆ has made any admissions, offers of settlement or attempted to defend any claim without our written consent.
- ◆ fails to comply with all obligations that by law they are required to comply with following an incident that may result in a claim.
- ◆ was towing a trailer illegally or in an unsafe condition or in excess of the maximum weight specified by the trailer manufacturer.
- ◆ was using the Bicycle for an illegal purpose.
- ◆ is not truthful in any statement made in connection with a claim.
- ◆ has not taken reasonable precautions to avoid the incident.

- ◆ did not immediately make a report to Police when he or she suspects that the Bicycle or Accessories to the Bicycle have been stolen.
- ◆ fails to report the accident to Police or remain at the scene of the accident long enough for interested persons to attend.

You cannot give your rights away

You cannot give anyone else an interest in this insurance without our written consent.

What you are required to do for us

Failure to do any of these things may affect our decision to continue your insurance cover. Changes to the Bicycle or circumstances of the risk may also affect our decision to continue your insurance cover.

- ◆ You must pay us the Premium for this insurance.
- ◆ You must tell us as soon as possible of any changes to the address where your Bicycle is normally kept.
- ◆ You must take reasonable precautions to prevent anything which could result in a claim under this insurance.
- ◆ You must make sure that anyone doing anything on your behalf obeys all laws.
- ◆ You and anyone who is insured by this insurance must comply with the conditions of this insurance.

How to make a claim

Contact us on 1300 657 318 for a claim form as soon as something happens that you believe you can claim for.

You must complete a claim form and return it to us immediately following an incident occurring that may result in a claim on this insurance. If we do not receive your completed claim form within 14 days of such an incident, we may refuse a claim or reduce the amount we pay for a claim.

We ask that you provide all reasonable assistance when requested in relation to your claim. We may also require other documentation including:

- ◆ your receipt for the purchase of your Bicycle. This must be shown in Australian currency.
- ◆ if you have selected Elite cover, your completed Bicycle Condition Report.
- ◆ a Police report if your Bicycle is stolen.
- ◆ a statutory declaration from you, depending on the circumstances of your claim.

Any communication from other parties involved must be referred to us.

What you must pay in the event of a claim

Premium

You must pay the full annual Premium before we make any payments in relation to a claim on this insurance.

Excess

If you make a claim, the excess is the first amount you must pay in relation to each claim on this insurance. We will not make any payments to you or any other party in relation to a claim until the excess has been paid in full.

There are 3 types of excess:

- ◆ Basic excess.
- ◆ Carbon fibre excess.
- ◆ Racing excess.

The excess you must pay is the total of these excess amounts added together unless otherwise stated.

Basic excess

If you make a claim, the basic excess is the first amount you must pay in relation to each claim on this insurance. We will not make any payments to you or any other party in relation to a claim until the basic excess has been paid in full.

The basic excess amount is:

- ◆ \$100 for Recreational cover,
- ◆ \$100 for Commuter cover.
- ◆ \$200 for Elite cover.

Carbon fibre excess

If your Bicycle is accidentally damaged and your Bicycle is made of carbon fibre or similar material or has carbon fibre or similar material components an excess of \$300 will apply.

Racing excess

If your Bicycle is accidentally damaged whilst Racing a \$300 excess will apply.

Repairing your Bicycle

Where your Bicycle is damaged and can be repaired, we will ensure the repairs are carried out properly.

Who repairs your Bicycle

To have your Bicycle repaired:

- ◆ we may ask you to get quotations from at least two different bicycle repairers, one of whom we may nominate.
- ◆ we will decide which repairer is to repair your Bicycle.

Parts used in repairing your Bicycle will be compatible with the age and condition of your Bicycle and may be:

- ◆ manufactured by other than the bicycle manufacturer, or
- ◆ recycled.

Claim recovery

If you make a claim on this insurance for an incident that in our opinion was not your fault, we reserve the right to take action to recover any money paid by us. When we do this, we may need to take such action in your name, and therefore, you must cooperate with us and give us any information we may require. We will pay for any legal expenses.

Basis of settlement

Where we make a payment under this insurance for the acquisition of goods and services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you will be, or would have been, entitled to in relation to that acquisition, whether or not that acquisition is actually made.

Where we make a payment under this insurance as compensation instead of payment for the acquisition of goods, services or other supply, we will reduce the amount of the payment by the amount of any input tax credit that you would have been entitled to had the payment been applied to acquire such goods, services or other supply.

Paying the Agreed value or replacing your Bicycle

If your Bicycle is a Total loss and we decide to replace it, or we pay you the Agreed value, the Bicycle including any Accessories becomes our property.

If we pay you the Agreed value or replace your Bicycle, this insurance will cease and no refund of Premium will be available.

Cancelling this insurance

Cancellation by you

You may cancel this insurance at any time by requesting us to do so in writing.

If you do request cancellation, we will retain an amount from the Premium you have paid to cover the time that the insurance had been in force and our cancellation fee of \$20. We will refund the balance to you.

If we receive your cancellation request within 28 days from the insurance start date and you have not made a claim on this insurance, we will refund your Premium in full.

Cancellation by us

We may cancel this insurance where circumstances described in insurance legislation allow us to do so.

If we cancel this insurance, we will retain an amount from the Premium that you have paid to cover the time that the insurance had been in force. We will refund the balance to you.

Complaint and dispute handling process

Swann Insurance has a well-deserved reputation for providing quality products, good customer service and settling claims promptly and equitably.

However, if you are not satisfied with:

- ◆ one of our products,
- ◆ our service,
- ◆ our sales and marketing,
- ◆ changes made to your Premium,
- ◆ declined insurance,
- ◆ the service of our representatives or service providers,
- ◆ your claim,
- ◆ our handling of your personal information, or
- ◆ any other matter,

we have a process to help if you wish to make a complaint.

The process

The first thing you should do is call us on 1300 307 926. If you let us know what the complaint is we may be able to resolve the complaint for you. If the staff member you speak to is unable to resolve the complaint for you, they will refer you to a manager.

The manager will review and respond to your complaint.

A response will usually be provided within 15 days from when you made your complaint.

If the manager cannot resolve your complaint you can request the complaint be referred to an internal Dispute Resolution Officer (DRO). The DRO will treat your complaint as a dispute. They will conduct a review of your dispute and provide you with a decision usually within 15 business days. Our Dispute Resolution Procedure is completely free of charge to all of our customers.

If you do not agree with the DRO's decision, you may wish to seek an external review of the decision. The DRO's letter outlining their decision will provide you with information on external review option(s), including, if appropriate, referring you to the dispute resolution scheme run by the Financial Ombudsman Service (FOS). The FOS is administered by the Financial Ombudsman Service Limited ABN 67 131 124 448. The FOS is an external body that is independent of Swann Insurance. Your complaint should be put in writing and addressed to:

Financial Ombudsman Service
GPO Box 3
Melbourne VIC 8007
Telephone: 1300 780 808
Email: info@fos.org.au

It will deal with all enquiries and disputes and make its decision at no cost to you.

If your dispute is about our collection, use, disclosure of, or access to your personal information, you may refer the matter to the Australian Privacy Commissioner who will investigate your concerns and make a decision at no cost to you.

Contact us if you need any help in understanding how our complaint and dispute handling procedure operates. Swann Insurance also has brochures available explaining the dispute resolution process in more detail.

How to contact us

Swann Insurance (Aust) Pty Ltd
ABN 80 000 886 680

Mailing address:

PO Box 14459 Melbourne VIC 8001

Phone numbers:

Claims: 1300 657 318

Policy enquiries: 1300 307 926

Fax numbers:

Claims: 1300 720 451

Policy enquiries: 1300 720 380

E-mail:

Claims: swann.motor.claims@swanninsurance.com.au

Internet:

www.swanninsurance.com.au