

# Sundays

INSURANCE

## CYCLIST INSURANCE

PRODUCT DISCLOSURE STATEMENT  
& FINANCIAL SERVICES GUIDE



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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](http://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 25 June 2019.

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, commuting to work, or riding with friends or family. 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 WHEN PURCHASING THIS INSURANCE

## **Read this booklet**

Before you decide to purchase a Sundays Cyclist Insurance 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. Certain words also have defined meanings you need to understand, see words with specific meanings (see Pages 8-9). Headings are provided for reference purposes only and do not form part of the Policy for interpretation purposes.

## **A SUMMARY OF YOUR COVER**

Sundays Cyclist Insurance is designed to provide you cover for potential costs in the event of a claim made against you by another person for damage to their property or personal injury, arising whilst you are cycling. Full cover details are contained on page 5. It is the intention of this policy to provide cover for individual cyclists sharing the roads with motorists and pedestrians in urban traffic conditions. It is not possible for us to provide unlimited cover for every risk associated with urban cycling at an affordable premium, so there are some exclusions and limits applicable to your cover. It is important that you read the policy in full.

For example, when cyclists ride in groups, different situations are encountered to those experienced by motorists. In groups, cyclists ride in very close proximity to each other with almost no distance between cyclists and they change position continuously. Under these conditions, each cyclist relies on the awareness, and skill, of those around them to avoid collision. However, one slip or momentary loss of concentration usually has a domino effect and can have catastrophic consequences. As a result, we are unable to cover property damage to other bicycles that may arise under such extreme risk conditions.

### **Who is eligible to be insured by our Cyclist Liability Cover?**

Any individual, over the age of 18, who resides permanently in Australia is eligible to apply for our Sundays Cyclist Insurance.

However this insurance does not provide cover for:

- cyclists who use their bicycles to earn an income such as, delivering goods, parcels, packages or other type of courier service;
- sponsored or professional cyclists; or
- cyclists who use, or individuals who hire out their bicycles for compensation or for the carriage of passengers.

### **Geographic limit and period of cover**

This policy only covers claims arising from incidents that occur during the period of cover and within the geographical limits of Australia. You are not covered whilst cycling overseas.

## OTHER IMPORTANT MATTERS

### **Money back guarantee**

We offer a 14-day money back guarantee. If you decide that our Sundays Cyclist Insurance policy isn't right for you and you have not made a claim, you can cancel your policy within 14 days of the start, or renewal, of your insurance to receive a refund of any premium paid (less any taxes or duties we cannot recover).

### **How we determine your 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 cover provided, the policy limits and our aggregate historical 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.

## TERMS AND CONDITIONS OF YOUR COVER

Subject to terms and conditions, limitations and exclusions of the policy, this policy provides cover exclusively for the Insured named (policy holder) on the Insurance Certificate, whilst using a bicycle for personal use for claims that arise from accidents that occur during the Period of Cover shown on your Insurance Certificate.

Cover is conditional upon the Policyholder being at least 18 years of age when the cover commences.

If you fail to pay the premium when due, we may reduce any claim payment by the amount of the premium owing and/or cancel the policy.

Where **Third Party Property Damage and Bodily Injury** cover is shown on your Insurance Certificate, we will pay claims for compensation for damage caused to someone else's property or for compensation for death or bodily injury to another person through your negligence, up to the cover limit shown on your Insurance Certificate for Third Party Property Damage and Bodily Injury.

If we agree to admit your liability claim we will also pay for legal costs for our legal advisers to act in connection with the claim. Legal costs are included in the cover limit we will pay under the relevant cover.

### **Your Excess**

Each claim made under this insurance will be subject to an excess. Your excess is the amount that you agree to contribute at the time that a claim is paid. Excesses selected for your policy will be clearly documented on your Insurance Certificate.

### **Third Party Property or Bodily Injury**

An excess of \$1000 applies to any claim made under The Third Party Property or Bodily Injury cover.

### **At our option, your excess will be:**

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

**We will not pay for:**

- any amount that exceeds the cover limit shown on your Insurance Certificate for the relevant cover less any excess that may apply. This is the maximum we pay regardless of the number of claims arising out of or resulting from any single accident and is inclusive of all legal costs;
- any claim where the Insured is 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;
- loss or damage to a bicycle being used 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 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;
- 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, any family member 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).

## **Making a Claim**

This section sets out your responsibilities when you have a claimable accident or make a claim against this policy.

### **You must:**

- do everything possible to prevent further loss or damage;
- notify us of the accident as soon as possible and submit your claim to us via our on line claim form [sundaysinsurance.com.au/claims](https://sundaysinsurance.com.au/claims);
- provide us with whatever information or assistance we may reasonably request of you, even after we have settled your claim;
- tell us of any other insurance you have which may cover the accident including details of any domestic contents insurance cover you may hold. Where the accident covered by this policy is also covered under other insurance and we have paid your claim, we may exercise our right to seek contribution from the other insurer or insurers. You must give us any information or assistance we reasonably ask for to help us make a claim from your other insurer.

### **You must not:**

- attempt or agree to settle any claim made against you without our written permission;
- make any admissions to anyone (except to the police) about an accident giving rise to a claim under this policy;
- approve any quotations for repairs submitted by any other person;
- agree to pay for any medical expenses or property damage submitted by the other person;

If you fail to meet your responsibilities above, we may reduce or deny your claim.

We may refuse a claim or cancel your policy or do both if you are not truthful and honest in any statement you make in relation to a claim or if you induce someone else to act fraudulently in relation to a claim.

We will not pay for any additional liability arising from your delay or failure to notify us of any third party demand.

You agree to pay us the claim excess within 5 business days of us requesting payment. You agree that we may recover any monies owing to us, including your claim excess, from any amount payable to you under this policy.

## **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 or a claimant are or would be entitled to claim any input tax credit for a service or the repair or replacement of insured property, we will reduce any claim under this insurance by the amount of such input tax credit.

## **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 your email address as soon as possible. This can be done by email to [hello@sundaysinsurance.com.au](mailto:hello@sundaysinsurance.com.au).

## **Renewal of your Policy**

Your policy will automatically renew each year on the anniversary date of your cover unless we advise you otherwise. We will notify you of this (including any changes to the policy terms and conditions) at least 2 weeks prior to the expiry of your current cover. If you do not want to continue your cover you must advise us at that time.

This document (together with any amendments, updates or endorsements that we give you in writing) also applies to any offer of renewal we make, unless we tell you otherwise or issue you with a new and updated Combined Product Disclosure Statement and Financial Services Guide.

You authorise us to debit the credit card or bank account originally provided to us when cover was first taken out (or any subsequently supplied bank account or credit card details) with the full annual premium on renewal. Cover for any renewal period does not commence until we have successfully collected the premium.

## **Cancelling your Policy**

You may cancel your policy within 14 days of the original issue (or any renewal) date and you will receive a refund of any monies paid to us (less any taxes and duties we cannot recover) provided that you have not made a claim. This is known as your cooling-off period. If you cancel your policy after this period, no refund is payable and the unused portion of your premium will be used to defray our cancellation administration expenses. We can cancel your insurance to the extent permitted by law. For example, if you do not comply with your policy terms and conditions, fail to pay your premium, make a fraudulent claim, or induce or coerce someone else to behave fraudulently. If we cancel your policy, we will send you a cancellation letter to the last email address you provided. 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 your email address as soon as possible. This can be done by email to [hello@sundaysinsurance.com.au](mailto:hello@sundaysinsurance.com.au).

## **Jurisdiction**

Should any dispute arise concerning this policy that is not resolved through the dispute resolution processes set out on page 10 under "How we resolve your complaints", you agree to submit to the exclusive jurisdiction of the courts of New South Wales.

## **WORDS WITH SPECIFIC MEANINGS**

**Accident** is an event that is unexpected and unintended and results in injury to a person or damage to property.

**Bicycle** is a human-powered vehicle with two wheels in tandem designed to transport a person by the act of pedalling. 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 or where a trailer/attachment is affixed to your bicycle for the purpose of carrying people and/or goods.

**Excess** is the amount you have to pay to us towards the cost of each claimable accident under your policy. We may deduct the relevant excess from our payment. Your excess is shown on your Insurance Certificate.



**Insurance Certificate** is the document we send you that provides your insurance details and any variations to the standard terms and conditions of this PDS. It forms part of your contract with us and should be read with your other policy documents.

**Insured** is the person named on the Insurance Certificate as the Policyholder and is the only person covered by this policy.

**Motor vehicle** is a motorised vehicle that is required to be legally registered and authorised for use on public roads by a relevant Australian commonwealth/state/territory registering authority.

**Period of cover** is the period during which this policy is current which is stated on your Insurance Certificate, unless ending sooner in accordance with the policy or relevant law. If this policy is cancelled, the period of cover ceases when the cancellation becomes effective.

**Policy** is this contract, which includes:

- this Product Disclosure Statement (PDS);
- the Insurance Certificate;
- any other document we tell you forms part of our agreement with you (such as a supplementary product disclosure statement (SPDS) or endorsement).

**Policyholder** is the Insured named on the Insurance Certificate who is over the age 18.

**Premium** is the amount you pay to obtain this insurance cover as shown on your Insurance Certificate. It includes any commission payable to another party and our obligation to pay any relevant compulsory government statutory charges, levies, duties and taxes applicable to this insurance. It excludes any non-insurance related fees and charges and other transaction administration or bank charges incurred in the collection of the premium. When applicable, these charges will be shown separately on your Insurance Certificate.

**Us/we/our** is the issuer of this policy, The Hollard Insurance Company Pty Ltd (ABN 78 090 584 473 AFSL No. 241436) and/or its authorised representative, Velosure Pty Ltd (ABN 81 151 706 697 AR No. 410 026) trading as Sundays Insurance.

**You/your** is the Policyholder and/or the Insured, named on the Insurance Certificate.

# OUR OBLIGATION TO YOU

## How we resolve your complaints

We welcome every opportunity to resolve any concerns you may have with our products or service.

### 1. Let us know about your concerns

If you have a complaint concerning the financial product or services provided to you, please contact us and we will do our best to resolve them.

Phone: 02 8074 7882

Email: [hello@sundaysinsurance.com.au](mailto:hello@sundaysinsurance.com.au)

When you make your complaint please provide as much information as possible. our aim is to resolve all complaints as soon as possible, however where we can't resolve your concern immediately we will try to resolve it within 15 business days.

### 2. Escalate your complaint to our Internal Dispute Resolution Team

If we haven't responded to your complaint within 15 business days, or if you're not satisfied with how we've tried to resolve it, you can ask for your complaint to be escalated for an Internal Dispute Resolution (IDR) review by a Dispute Resolution Specialist by contacting Our Internal Dispute Resolution Committee

Mail: Sundays Insurance

Internal Dispute Resolution Committee

PO Box 199 Chatswood NSW 2057

Phone: 02 8074 7882

Email: [hello@sundaysinsurance.com.au](mailto:hello@sundaysinsurance.com.au)

The Dispute Resolution Specialist will provide in writing our final decision within 15 business days of your complaint being escalated, unless they've requested an extension from you and you've agreed to give us more time.

### 3. Seek an external review of Our decision

If You are not satisfied with Our response or if We've taken more than 45 days to respond to You from the date You first made Your complaint You may lodge a complaint with the Australian Financial Complaints Authority (AFCA) at:

Mail: Australian Financial Complaints Authority

GPO Box 3, Melbourne, Victoria 3001

Phone: 028074 7882

Email: [info@afca.org.au](mailto:info@afca.org.au)

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

The AFCA service is provided to You free of charge. A decision by AFCA is binding on Us but is not binding on You. You have the right to seek further legal assistance.

## **Financial Claims 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 is 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. In the unlikely event that Hollard were to become insolvent and could not meet our obligations under the policy, a person entitled to claim may be entitled to payment under the Financial Claims Scheme. Access to the Scheme is subject to eligibility criteria. Please refer to [www.fcs.gov.au](http://www.fcs.gov.au) or call the APRA hotline on 1300 558 849 for more information. 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 have compensation arrangements in place that are in accordance with the Insurance Act.

## **General Insurance Code of Practice**

Hollard 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.codeofpractice.com.au](http://www.codeofpractice.com.au) or by phoning (02) 9253 5100.

## How we protect your privacy

For the purpose of this clause, “we”, “us” and “our” means Velosure and Hollard. We value your privacy. Our Privacy Policy, available at [www.sundaysinsurance.com.au](http://www.sundaysinsurance.com.au) or by calling us on 02 8074 7882, sets out how:

- we protect your personal information.
- You may access your personal information;
- You may correct your personal information held by us;
- You may complain about a breach of the Privacy Principles or Registered Privacy Code and how We will deal with such a complaint.

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 that assist us in managing your cover and our relationship with you. If we do not collect this information we may not be able to provide you with and inform you about insurance and related insurance services.
- may collect a person’s personal information from another person where it is not possible or practicable to collect the personal information directly from that person. If you provide information for another insured you represent to us you have authority from them to do so and it is as if they provided it to us.

This will always be done only 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](mailto: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.

# 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 this Sundays Cyclist Insurance policy 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 Cyclist Insurance policy and, if a policy is issued, the Insured and/or Policyholder.

Sundays Cyclist Insurance is promoted and administered by Velosure, trading as Sundays Insurance and issued 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 a Sundays Cyclist Insurance policy 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 a Sundays Cyclist Insurance policy. 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 Cyclist 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 Cyclist 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. Our staff receive an annual salary that may include bonuses based on performance criteria (which can include sales performance) and the achievement of company goals.

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 12 for our contact details.

### **Compensation arrangements**

Please see the Financial Claims Scheme section on page 10 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 9 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 10 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 12 for our contact details.

### **Authorised for issue**

This FSG was prepared by Velosure (as it relates to the financial services provided by them) on 25 June 2019 and Hollard has authorised the distribution of this FSG by the other parties who are its Authorised Representatives.

### **HOW TO CONTACT US**

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

Visit [sundaysinsurance.com.au](http://sundaysinsurance.com.au)

Call 02 8074 7882 during office hours

Email [hello@sundaysinsurance.com.au](mailto:hello@sundaysinsurance.com.au)

Write PO Box 199 Chatswood NSW 2057