

CHUBB®

bikesure®

Bicycle Insurance

Product Disclosure Statement (PDS)



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Bicycle Insurance

Product Disclosure Statement (PDS)

Introduction

Welcome and thank You for choosing Bikesure, one of Australia's largest bicycle insurance providers. As a BMS company, Bikesure uses its passion for cycling, combined with its national buying power, to offer a widerange of products and services to its customers.

To find out more information about Bikesure, please refer to www.bikesure.com where at the bottom of every page You can find a link to Bikesure's Financial Services Guide (FSG), which contains important information about:

- the services Bikesure can offer You;
- how Bikesure and its associates are remunerated;
- how Bikesure manages conflicts of interest; and
- Bikesure's internal and external dispute resolution procedures and how You can access them.

The Policy consists of:

- this bicycle insurance Product Disclosure Statement (PDS) issued by the Insurer which sets out details of Your cover and its limitations;
- a Coverage Summary, approved by the Insurer, which sets out who is insured, the cover(s) selected, the Period of Insurance, the Sum(s) Insured, Excesses and other important information (this is referred to as the Coverage Summary in this PDS).

The Policy is underwritten and issued by Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687) (**Chubb**) and distributed by BMS Risk Solutions Pty Ltd (AFSL 461594, ABN 45 161 187 980) trading as Bikesure (**Bikesure**).

In this PDS "We", "Us", "Our" or "Insurer" means Chubb Insurance Australia Limited, and "You", "Your" means the Insured named in Your Coverage Summary with respect to whom premium has been paid or agreed to be paid.

You should carefully read and retain Your PDS and current Coverage Summary. These documents should be read together as they jointly form the contract of insurance between You and Us. Any new or replacement Coverage Summary We may send You, detailing changes to Your insurance or the Period of Insurance, will become the current Coverage Summary, which You should carefully read and retain.

Our agreement with You

We will insure You for:

- Damage to each Bicycle individually listed in Your Coverage Summary; and
- if Your Accessories are noted on Your Coverage Summary, We will cover Damage to Your Accessories when they are either attached to, or used in conjunction with Your Bicycle at the time of Damage or when Accessories are not attached to Your Bicycle but Securely Locked within the confines of a locked premises.
- If You have helmets noted on Your Coverage Summary as insured Accessories, limited cover is available for helmets. We will cover Damage to helmets only when there is also Damage to Your Bicycle.

The above cover is subject to conditions, exclusions and other terms contained in this PDS.

This cover will be given on the basis:

- that You have paid or agreed to pay Us the Premium for the cover You selected when You applied for cover and which the current Coverage Summary indicates is in force; and

Bicycle Insurance

- of the verbal and/or written information provided by You which You gave after having been advised of Your Duty of Disclosure either verbally or in writing. If You failed to comply with Your Duty of Disclosure, We may be entitled to reduce Our liability under the Policy in respect of a claim or We may cancel Your Policy. If You have told Us something which is fraudulent, We also have the option of cancelling Your Policy from the effective date stated in the current Coverage Summary.

For Your assistance We have provided a full explanation of Your Duty of Disclosure and the consequences of non-disclosure, under the heading "Your Duty of Disclosure".

Important Information

About this Product Disclosure Statement (PDS)

This booklet is Your Product Disclosure Statement (**PDS**) and is designed to assist You to make informed choices about Your insurance needs. The PDS contains information about costs, Our complaints and dispute resolution system, Your cooling off rights and other relevant information, including other rights, terms, conditions, Exclusions and obligations attaching to this product. Please read this booklet carefully.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS.

Your Records

This PDS and Your Coverage Summary are a record of Your cover. They are important documents containing the terms and conditions, which apply to Our agreement. You may need to refer to them periodically, particularly when Your Policy is due for renewal or at the time of a claim. Please keep them in a safe place.

In the event of a claim We may require You to produce evidence of ownership and value of the items lost, stolen, or damaged. Please keep such evidence in a safe place.

Understanding Your Policy and its important terms and conditions

To properly understand this Policy's significant features, benefits and risks, You need to carefully read:

- about each of the available types of cover and benefits in the relevant sections, including any Endorsements;
- "When We will not pay a claim" section (which outlines the restrictions on Your cover and benefits);
- "Conditions of cover" and "Making a claim" sections (which set out certain obligations that You and We have. If You do not meet them then We may, to the extent permitted by law, be able to refuse to pay a claim); and
- the "Other information" section (which contains important information on Your duty of disclosure, Our privacy policy and Our complaints and dispute resolution process).

When You apply for the Policy by completing Our application, We agree with You on things such as: the Period of Insurance; Your Premium; what Bicycle and/or Accessories is covered; the limits You want for certain covers (if optional); Excesses that will apply to You or others; and whether any standard terms need to be varied (this may be by way of an Endorsement). These details are recorded in the Coverage Summary We issue to You.

The base Premium We charge varies according to Your specific risk profile (e.g. where You live, Accessories being insured, amount of cover required, Your age, other persons insured and relevant claims history etc). A discount is available for second and subsequent Bicycles insured under the same Policy. You will also have to pay any compulsory government charges (e.g. Stamp Duty and GST) and Fire Services Levy (where applicable) plus any additional charges We tell You of. We tell You the total amount payable when You apply and if You effect cover, the amounts due will be confirmed in Your Coverage Summary.

If You pay Your Premium by monthly instalments refer to the "Conditions of cover" section for important details on Your and Our rights and obligations. Note that an instalment Premium outstanding for 14 days may result in Our refusal to pay a claim.

This Policy sets out the cover We are able to provide You. You need to decide if the limits, type and level of cover are appropriate for You and will cover Your potential Damage. If they are not, You may be underinsured and You may have to bear part of any Damage for which You are not covered.

To avoid this, the Sum Insured for the relevant Bicycle and/or Accessories being insured should be set by You at its estimated replacement value when You first obtain cover. You should also read the GST Notice to understand how GST is applied to a claim.

If You have any queries, want further information about the Policy or want to confirm a transaction, please use Our contact details on the back cover.

Important Information

Updating the PDS

There are circumstances in which We may need to update this PDS. These could include correcting an error within the Policy, or amending the Policy to comply with updated legal and regulatory requirements. If We need to update this PDS, We will provide You with a new or supplementary PDS, together with a notice identifying the changes.

The Insurer

Bikesure Bicycle Insurance is issued by the insurer Chubb Insurance Australia Limited (Chubb) ABN 23 001 642 020, AFSL 239687 and distributed by BMS Risk Solutions Pty Ltd (AFSL 461594, ABN 45 161 187 980) trading as Bikesure.

This is to certify that in accordance with the authorisation granted under the Policy number specified in the Coverage Summary, We have agreed to insure You, in accordance with the terms and conditions of this Policy.

In accepting this insurance, Chubb have relied on the information and statements that You have provided on the Proposal Form (or Declaration). You should read this Policy carefully and if it is not correct contact Us.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. With operations in 54 countries and territories, Chubb provides commercial and personal property and casualty insurance, personal accident and supplemental health insurance, reinsurance and life insurance to a diverse group of clients. As an underwriting company, We assess, assume and manage risk with insight and discipline. We service and pay Our claims fairly and promptly. The company is also defined by its extensive product and service offerings, broad distribution capabilities, exceptional financial strength and local operations globally. Parent company Chubb Limited is listed on the New York Stock Exchange (NYSE: CB) and is a component of the S&P 500 index. Chubb maintains executive offices in Zurich, New York, London, Paris and other locations, and employs approximately 31,000 people worldwide.

Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages, including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities, as well as Accident & Health insurance, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance. With five branches and more than 800 staff in Australia, it has a wealth of local expertise backed by its global reach and breadth of resources.

More information can be found at www.chubb.com/au.

About Bikesure

Bikesure is the trading name of BMS Risk Solutions Pty Ltd (AFSL 461594, ABN 45 161 187 980) (**Bikesure**) who arranges for the issue, variation or disposal of this PDS under agreement with Chubb. In this PDS, Bikesure acts as the agent of Chubb, not as Your agent. This means that Bikesure act in Chubb's interests and not on Your behalf. Please contact Bikesure if You have any questions about Your Policy.

You can contact Bikesure by:

Telephone: 1300 441 543 | Fax: (08) 9442 1111

Email: info@bikesure.com | In writing: PO Box 7377 Cloisters Square PO, Perth WA 6850

Important Information

About BMS

BMS Risk Solutions Pty Ltd (AFSL 461594, ABN 45 161 187 980) trading as Bikesure is part of BMS Group (BMS). BMS is a dynamic, global broker established in 1980, delivering specialist insurance, reinsurance, and capital markets advisory services. We are a global brand with offices located across Australia, Asia, UK, Europe, US, Canada and Latin America, with both a strong local focus and understanding of market needs. Our teams are respected globally for their specialist market knowledge, intelligent analysis and insight. Our people strive to be 'the best in class' and with an innovative approach and their entrepreneurial thinking our clients truly benefit from better solutions to policy development and placement. www.bmsgroup.com

Your cooling-off period

If You decide this Policy does not meet Your needs, You are entitled to cancel this Policy prior to the expiration of 14 days from when Your cover commences under this Policy. Refer to Your Coverage Summary for details of the start date of Your Policy.

A full refund of Premium which You have paid will be made to You (inclusive of Government Taxes and charges) if the cancellation occurs within the cooling off period set out above, unless You have made a claim under this Policy.

Even after the cooling off period ends, You can cancel the Policy at other times in accordance with the terms shown in this PDS (see the "Cancelling Your Policy" section on page 12).

General Insurance Code of Practice

We are a signatory to the General Insurance Code of Practice (**Code**). The objectives of the Code are to further raise standards of service and promote consumer confidence in the general insurance industry. Further information about the Code and Your rights under it is available at codeofpractice.com.au and on request. As a signatory to the Code, We are bound to comply with its terms. As part of Our obligations under Parts 9 and 10 of the Code, Chubb has a [Customers Experiencing Vulnerability & Family Violence Policy](#) (Part 9) and a [Financial Hardship Policy](#) (Part 10). The Code is monitored and enforced by the Code Governance Committee.

Privacy Statement

In this Statement, **We**, **Our** and **Us** means Chubb Insurance Australia Limited (**Chubb**).

You and **Your** refers to Our customers and prospective customers as well as those who use Our Website.

This Statement is a summary of Our Privacy Policy and provides an overview of how We collect, disclose and handle Your Personal Information. Our Privacy Policy may change from time-to-time and where this occurs, the updated Privacy Policy will be posted to Our [website](#).

Chubb is committed to protecting Your privacy. Chubb collects, uses and retains Your Personal Information in accordance with the requirement of the *Privacy Act 1988* (Cth) and the Australian Privacy Principles (**APPs**), as amended or replaced from time-to-time.

Why We collect Your Personal Information

The primary purpose for Our collection and use of Your Personal Information is to enable Us to provide insurance services to You.

Sometimes, We may use Your Personal Information for Our marketing campaigns and research, in relation to new products, services or information that may be of interest to You.

How We obtain Your Personal Information

We collect Your Personal Information (which may include sensitive information) at various points including, but not limited to, when You are applying for, changing or renewing an insurance policy with Us or when We are processing a claim. Personal Information is usually obtained directly from You, but sometimes via a third party such as an insurance intermediary or Your employer (e.g., in the case of a group insurance policy). Please refer to Our Privacy Policy for further details.

When information is provided to Us via a third party We use that information on the basis that You have consented or would reasonably expect Us to collect Your Personal Information in this way. We take reasonable steps to ensure that You have been made aware of how We handle Your Personal Information.

Important Information

When do We disclose Your Personal Information?

We may disclose the information We collect to third parties, including:

- the policyholder (where the insured person is not the policyholder, i.e. group policies);
- service providers engaged by Us to carry out certain business activities on Our behalf (such as claims assessors, call centres in Australia, online marketing agency, etc);
- intermediaries and service providers engaged by You (such as current or previous brokers, travel agencies and airlines);
- government agencies (where We are required to by law);
- other entities within the Chubb group of companies such as the regional head offices of Chubb located in Singapore, UK or USA (Chubb Group of Companies); and
- third parties with whom We (or the Chubb Group of Companies) have sub-contracted to provide a specific service for Us, which may be located outside of Australia (such as in the Philippines or USA). These entities and their locations may change from time-to-time. Please contact Us, if You would like a full list of the countries in which these third parties are located.

In the circumstances where We disclose Your Personal Information to the Chubb Group of Companies, third parties or third parties outside Australia We take steps to protect Personal Information against unauthorised disclosure, misuse or loss.

Your decision to provide Your Personal Information

In dealing with Us, You agree to provide Us with Your Personal Information, which will be stored, used and disclosed by Us as set out in this Privacy Statement and Our Privacy Policy.

Access to and correction of Your Personal Information

Please contact Our customer relations team on 1800 815 675 or email CustomerService.AUNZ@chubb.com if You would like:

- a copy of Our Privacy Policy, or
- to cease to receive marketing offers from Us or persons with whom We have an association.

To request access to, update or correct Your Personal Information held by Chubb, please complete this [Personal Information request form](#) and return it to:

Email: CustomerService.AUNZ@chubb.com

Fax: + 61 2 9335 3467

Address: GPO Box 4907
Sydney NSW 2001

Further information request

If You would like more information about how We manage Your Personal Information, please review Our Privacy Policy for more details, or contact:

Privacy Officer

Chubb Insurance Australia Limited

GPO Box 4907

Sydney NSW 2001

+61 2 9335 3200

Privacy.AU@chubb.com

Important Information

How to make a complaint

If You are not satisfied with Our organisation, services, Our response to Your enquiry, or You have any concerns about Our treatment of Your Personal Information or You believe there has been a breach of Our Privacy Policy, or You are not satisfied with any aspect of Your relationship with Chubb and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001

P +61 2 9335 3200

F +61 2 9335 3411

E complaints.AU@chubb.com

For more information, please read Our [Complaints and Customer Resolution](#) policy.

Complaints and Dispute Resolution Process

We understand that You could be dissatisfied with Our organisation, Our products and services, or the complaints handling process itself. We take all Our customer's concerns seriously and have detailed below the complaints process that You can access.

Complaints and Customer Resolution Service

Contact Details

If You are dissatisfied with any aspect of Your relationship with Chubb including Our products or services and wish to make a complaint, please contact Our Complaints and Customer Resolution Service (**CCR Service**) by post, phone, fax, or email, (as below):

Complaints and Customer Resolution Service
Chubb Insurance Australia Limited
GPO Box 4065
Sydney NSW 2001
P +61 2 9335 3200
F +61 2 9335 3411
E complaints.AU@chubb.com

Our CCR Service is committed to reviewing complaints objectively, fairly and efficiently.

Process

Please provide Us with Your claim or policy number (if applicable) and as much information as You can about the reason for Your complaint.

Our response

We will acknowledge receipt of Your complaint within one (1) business day of receiving it from You, or as soon as practicable. Following acknowledgement, within two (2) business days We will provide You with the name and relevant contact details of the CCR Service team member who will be assigned to liaise with You regarding Your complaint.

We will investigate Your complaint and keep You informed of the progress of Our investigation at least every ten (10) business days and will make a decision in relation to Your complaint in writing within thirty (30) calendar days. If We are unable to make this decision within this timeframe, We will provide You with a reason for the delay and advise of Your right to take Your complaint to the Australian Financial Complaints Authority (**AFCA**) as detailed below, subject to its Rules. If Your complaint falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

To the extent allowable at law, if You request copies of the information We relied on to make a decision about Your complaint, We must provide it within ten (10) business days of Your request. Please see the General Insurance Code of Practice 2020 (codeofpractice.com.au) or contact Us for further details.

Please note that if We have resolved Your complaint to Your satisfaction by the end of the fifth (5th) business day after We have received it, and You have not requested that We provide You a response in writing, We are not required to provide a written response. However, this exemption does not apply to complaints regarding a declined claim, the value of a claim, or about financial hardship.

External Dispute Resolution

Important Information

If You are dissatisfied with Our complaint determination, or We are unable to resolve Your complaint to Your satisfaction within thirty (30) days, You may refer Your complaint to AFCA, subject to its Rules.

AFCA is an independent external dispute resolution scheme approved by the Australian Securities and Investments Commission (**ASIC**). We are a member of this scheme and We agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to consumers.

You may contact AFCA at any time at:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
P 1800 931 678 (free call)
F +61 3 9613 6399
E info@afca.org.au
W www.afca.org.au

Time limits may apply to complain to AFCA and so You should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to Your circumstances expires.

Your Duty of Disclosure

Your Duty of Disclosure

Before You enter into this contract of insurance, You have a duty of disclosure under the *Insurance Contracts Act 1984*.

The duty applies until We first agree to insure You, and where relevant, until We agree to any subsequent variation, extension, reinstatement or renewal (as applicable).

A consumer insurance contract

This policy is a 'consumer insurance contract' as it is, wholly or predominantly, for personal, domestic or household purposes.

Answering Our questions

In all cases, if We ask You questions that are relevant to Our decision to insure You and on what terms, You have a duty to take reasonable care not to make a misrepresentation when answering the questions.

It is important that You understand You are answering Our questions in this way for Yourself and anyone else that You want to be covered by the contract.

Variations, extensions and reinstatements

For variations, extensions and reinstatements, You have a duty to take reasonable care not to make a misrepresentation when answering the questions.

Renewal

Where We offer renewal, We may, in addition to or instead of asking specific questions, give You a copy of anything You have previously told Us and ask You to tell Us if it has changed. If We do this, You must tell Us about any change or tell Us that there is no change.

If You do not tell Us about a change to something You have previously told Us, You will be taken to have told Us that there is no change.

What You do not need to tell Us

You do not need to tell Us anything that:

- reduces the risk We insure You for; or
- is common knowledge; or
- We know or should know as an insurer; or
- We waive Your duty to tell Us about.

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 will 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.

Important Information

Cost of Your Policy

How Your Premium is calculated

The amount that We charge You for this insurance when You first acquire Your Policy and when You renew Your Policy is called the Premium. The Premium is the total that We calculate when considering all of the factors which make up the risk, including:

- any Accessories that You wish to insure under this Policy;
- Your age;
- where You live;
- any other person(s) that You wish to name as Insured(s) under this Policy, including their age;-
- the Sum Insured value of any Bicycle(s) and Accessories; and
- Your previous insurance and claims history.

A discount is available for second and subsequent Bicycles insured under this Policy.

The total cost of Your Policy is shown on Your Coverage Summary and is made up of Your Premium plus Government Taxes such as GST and Stamp Duty.

Paying Your Premium

You may choose to pay the Premium annually or monthly by instalment. We will tell You when You apply what Premium is payable, when it needs to be paid and how it can be paid.

When Premiums are paid monthly by instalment, if We accept and pay a Total Loss claim under the Policy, Your remaining outstanding Premium (if any) for that Period of Insurance must either be paid by You or it will be deducted from Your claim payment.

For all other claims which We accept, We will ask You to either pay Your outstanding Premium (if any) for that Period of Insurance or choose to have it deducted from Your claim payment.

Your first Premium payment for the Period of Insurance, whether by monthly instalment or annual payment, is due on the day You purchase Your Policy, which is the Policy's start date.

What happens if You do not pay the Premium by the due date?

We will have the right to cancel Your Policy if You do not pay Your Premium by the due date or if Your payment method is dishonoured and therefore We have not received Your payment by the due date. Unless We tell You, any payment reminder We send does not change the expiry of Your cover or the due date of Your Premium.

Other costs, fees and charges

Bikesure may charge You a fee for the services they provide You in distributing this product.

Taxation

All Government Taxes and charges are shown separately on the insurance Coverage Summary. Details about the GST are shown in the Policy.

The Excess payable in the event of a claim

Your Policy has:

- an Excess of \$500 in the event of a Total Loss claim or any claim requiring any Replacement Parts; and
- an Excess of \$300 for every other claim made under this Policy.

You are entitled to make a claim on the Policy before payment of the Excess. If a claim is covered, the Excess may be deducted from any final settlement amount that We will pay.

If a single claim is subject to both Excess amounts, only the higher of the Excess amounts will apply. Excesses are not cumulative.

Important Information

Cancelling Your Policy

How You may cancel this Policy

- You may cancel this Policy at any time by telling Us in writing that You want to cancel it. You can do this by giving such notice to Bikesure.
- Where You includes more than one person on Your Policy, We will only cancel the Policy when a written agreement to cancel the Policy is received from all persons named as the Insured in the Coverage Summary.

How We may cancel this Policy

We may cancel this Policy in any of the circumstances permitted by law by informing You in writing.

We will give You this notice as outlined in this PDS.

The Premium

Where We or You cancel this Policy, We will refund to You the proportion of the Premium for the remaining Period of Insurance. However, in the event You have made a claim under this Policy and We have agreed to pay the full Sum Insured for Your Bicycle and Accessories, no refund will be made.

Significant risks

Duty of disclosure

You are obliged to comply with 'Your Duty of Disclosure' as described in this PDS, which outlines Your disclosure obligations and the consequences of not complying with these obligations.

Conditions, Exclusions and Policy limits

Please read this PDS carefully so that You are fully aware of the cover provided by the Policy and the conditions, exclusions and Policy limits that apply to Your insurance.

Failure to pay Your insurance Premium

For Your insurance to remain operational You must pay the insurance Premium by the due date. If You do not pay Your insurance Premium by the due date, We may cancel this Policy and in that event, We will send You a notice of such cancellation in accordance with the Insurance Contracts Act 1984 (Cth). Specific Conditions - Bicycle

There are specific Bicycle conditions set out in the General Conditions section of this Policy regarding the security, proof of ownership, condition and modification of Your Bicycle.

These conditions must be complied with and failure to comply may, to the extent permitted by law, result in a claim for Your Bicycle being denied.

Substantiating Your Loss

If You make a claim under this Policy, You must provide Us with proof of ownership that is reasonably within Your power to provide, such as:

- receipts or other confirmation of purchase of Your Bicycle and any Accessories;
- the serial number of Your Bicycle;
- photos or any other proof of ownership which You are reasonably able to provide.

You must be able to prove that You have suffered Damage that is covered by this Policy before We will pay You for it.

Other party's interests

You must tell Us of the interests of all parties (e.g. financiers) who have an insurable interest to Your Bicycle. We will protect their interests only if You have told Us about them and We have noted them on Your Coverage Summary.

Important Information

How You can pay Your Premium

You can pay Your Premium to Bikesure according to their business practices. If You pay Your Premium annually, You must pay it by the due date to ensure Your Policy is not terminated.

If You pay Your Premium by monthly instalments We will not pay a claim under this Policy if, at the time the claim occurred, any monthly instalment of Premium has remained unpaid for 21 days or more.

If any monthly instalment of Premium has remained unpaid for at least one month, We may cancel this Policy. We will send You a notice giving You details of the action We intend to take and when any cancellation will become effective.

We are entitled to deduct from any amount We pay You under a claim any unpaid Premium or monthly instalment(s) of Premium. When Premiums are paid monthly by instalment, if We accept and pay a Total Loss claim under the Policy, Your remaining outstanding premium (if any) for that Period of Insurance must either be paid by You or it will be deducted from Your claim payment. For all other claims, We will at Our discretion ask You to either pay Your outstanding premium (if any) for that Period of Insurance or We may deduct it from Your claim payment.

If You are paying Your Premium in monthly instalments by direct debit from Your credit card or financial institution account, You must tell Us if those details change as soon as reasonably practicable, but not later than 21 days following the change of those details.

Preventing Our right of recovery

If You have agreed not to seek compensation from another person who is liable to compensate You for any Damage which is covered by this Policy, We will not cover You under this Policy for that Damage.

Notices

Any notice We give You will be in writing, and it will be effective if it is delivered in one of the following manners:

- You personally;
- Your email account if this was Your Preferred Method of Contact;
- Your postal address last known to Us; or
- Your mobile phone via text message.

It is important for You to tell Us of any change of address (including a change in Your email address) or Your mobile phone contact number as soon as reasonably practicable.

Changes

You must tell Us as soon as reasonably practicable if circumstances occur, or if changes or alterations are intended or made which increase the risk of Damage. Some examples may include, but are not limited to, if You were to use Your Bicycle for a business purpose or for elite-level racing or if You became a sponsored rider.

The Policy may be cancelled if circumstances occur, or if changes or alterations are made or intended, and You and Us cannot reach an agreement on altered terms and conditions or Premium, or where We are no longer prepared to provide cover because there has been a material change to the risk.

Sanctions

This insurance does not apply to the extent that trade or economic sanctions or other laws or regulations prohibit Us from providing insurance, including, but not limited to, the payment of claims. All other terms and conditions of the policy remain unchanged. Chubb Insurance Australia Limited is a subsidiary of a US company and Chubb Limited, a NYSE listed company. Consequently, Chubb Insurance Australia Limited is subject to certain US laws and regulations in addition to EU, UN and national sanctions restrictions which may prohibit it from providing cover or paying claims to certain individuals or entities or insuring certain types of activities related to certain countries such as but not limited to Iran, Syria, North Korea, North Sudan, Crimea and Cuba.

Terms We use in this Policy

Definitions

Some key words and terms used in this Policy have a special meaning. Wherever the following words or terms are used in the Policy, they will begin with a capital letter and mean what is set out below:

Word or Term	Meaning
Accessories	any Bicycle parts which are not permanently fitted to the Bicycle or not typically sold as part of a complete Bicycle, including but not limited to helmets, pedals, lights, bottle cages, saddle bags, power meters, Bicycle Computers and additional wheelsets.
Act of Terrorism	<p>includes any act, or preparation in respect of action or threat of action, designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:</p> <ul style="list-style-type: none">• Involves violence against one or more persons.• Involves damage to property.• Endangers life other than that of the person committing the action.• Creates a risk to health or safety of the public or a section of the public, or• Is designed to interfere with or to disrupt an electronic system.
Approved Lock	any cable, chain, loop or "D" lock secured with either a combination or key locking mechanism or key lockable bicycle rack whilst secured to a motor vehicle provided such lock and/or locking mechanism is adequate for its intended purpose.
Bicycle Computer	any computer device (other than a Personal Electronic Device) attached to Your Bicycle which measures speed, distance, heart rate etc.
Bicycle	<p>any two wheeled cycle powered by human pedalling or electronically assisted human pedalling, operated by the use of foot pedals or foot pedals featuring electric motor assistance which complies with the manufacturer's original specification for its relevant series, make or model. Where electronic pedal assistance is present it must not provide any pedal assistance above twenty-five (25) kilometres per hour.</p> <p>Bicycle includes bicycle frame and any Bicycle part which complies with manufacturer's original specifications permanently fitted to the Bicycle frame set including but not limited to the groupset, stem, seat post, saddle, handlebars, suspension, shifters and wheels.</p>
Common Property	an area within a strata title or company title complex which is available for use by the general public, tenants and owners e.g. stairs, driveways, car parks and the like.
Coverage Summary	the document that shows Your Policy number, who is insured, the details of Your cover including a description of Your Bicycle and any Accessories You have chosen to insure, the Sum Insured of those items, Your Period of Insurance, and any Excess You must pay in connection with a claim. This is part of Your Policy.
Damage	<ul style="list-style-type: none">• sudden and unexpected physical loss, damage or destruction; or• loss by theft. <p>(with Damaged having a corresponding meaning)</p>
Depreciation	the allowance for fair wear and tear against the cost of replacement of any Bicycle and Accessories based on its age and condition at the time when Damage occurs.
Electronic Data	facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.
Endorsement	Our written confirmation of any Policy amendments which vary the terms of Your Policy. Endorsements may expand, reduce, or impose additional conditions on Your cover as set out in the Policy terms and should be read carefully.

Terms We use in this Policy

Excess	the amount(s) shown in the Coverage Summary which We require You to pay towards any claim against this Policy.
Immovable Object	any: <ul style="list-style-type: none"> solid object fixed in or on to concrete or stone, which is not capable of being undone or removed in order to release Your Bicycle when Securely Locked; or vehicle Bicycle rack that is fixed to a vehicle in accordance with the Bicycle rack manufacturer's specifications.
Market Value	the current cost to buy a Bicycle of the same age, condition, model and make as the Damaged insured Bicycle. Market Value will be established using the Depreciation clause found in the 'Basis of Settlement' section of this PDS.
Period of Insurance	the period of time stated in the Coverage Summary for which Your Policy is in force.
Personal Electronic Device	any: <ul style="list-style-type: none"> tablets, smartphones, laptops and computers; or computers used with stationary bike trainers.
Policy	includes this PDS/Policy wording, Your application for cover, the Coverage Summary and any special conditions or Endorsements issued to You in either electronic or written form.
Preferred Method of Contact	the method of contact nominated by You as Your preferred method of communication with Us.
Premium	amount payable by You for the insurance provided by Us under this Policy including applicable taxes, duties, fees and imposts.
Professional Licence	a licence issued by a peak sport body, an association, or a club that involves the use of a Bicycle.
Professional Rider	an athlete that is a Professional Licence holder, or in an elite training program, registered cycling team, or is sponsored commercially to compete in any such sport that involves the use of a Bicycle.
Replacement Parts	any new part required to rectify a Damaged Bicycle to its pre-Damaged condition.
Securely Locked	as applicable: <ul style="list-style-type: none"> locking Your Bicycle to an Immovable Object through the frame and wheels by an Approved Lock; or leaving Your Bicycle within a building at Your home which has all external doors and windows locked and any security devices (e.g. alarms) in operation.
Sum Insured	the amount which is the limit We will pay for any Damage unless We have agreed in writing otherwise. The principal Sum(s) Insured are shown in Your Coverage Summary and any sub-limits or variations are outlined in this booklet.
Total Loss	the insured Bicycle has been Damaged and the cost of repairs plus the salvage value of the insured Bicycle exceeds the lesser of the Sum Insured or the Market Value of the insured Bicycle, as applicable, per the 'Basis of Settlement' section in this PDS.
Unattended	when Your Bicycle is out of Your direct line of sight or Your Bicycle is more than 5 metres away from You.
We, Us, Our, Insurer	Chubb Insurance Australia Limited (ABN 23 001 642 020, AFS Licence No. 239687).
You, Your, Insured(s), Insured Person(s)	the person(s) or corporation named in the Coverage Summary.

Your Important Obligations

You must meet certain conditions for Your insurance cover to apply. For example, You must pay the Premium. If You do not meet the conditions of cover, We may to the extent permitted by law refuse to pay a claim or reduce the amount that We pay for any claim. For full details of all the conditions of cover that apply, please read this Policy wording in full.

You are obliged to provide information We may reasonably request at the time You make a claim under this Policy, and to comply with the Policy conditions in order to receive a benefit under this Policy. We may refuse Your claim, reduce Our liability and/or cancel Your Policy(ies) to the extent permitted by law, should You fail to fulfil this obligation.

Your duty of care

You must exercise reasonable precautions:

- for the safety and protection of the insured Bicycle and Accessories;
- to prevent Damage to Your Bicycle and any Accessories;
- to maintain the security of Your Bicycle as outlined in the Bicycle Security Conditions of this PDS on page 17; and
- to obey any applicable laws or regulations that safeguard property, including whilst riding the insured Bicycle.

Policy conditions

Territorial limits

Cover under this Policy against Damage to Your Bicycle and any Accessories applies anywhere in the world, provided such travel overseas (i.e. outside of Australia) with Your Bicycle and any Accessories insured under this Policy does not extend, or is intended to extend, beyond ninety (90) consecutive days.

No return of Premium after a Total Loss

Where Your Bicycle is a Total Loss and We have agreed to pay the Market Value or the Sum Insured for Your Bicycle (whichever is applicable depending on its age and previous ownership), Your Policy will be deemed to have expired effective from the date of Damage and no return Premium will be applicable.

Alteration of risk

You must notify Us as soon as reasonably practicable in writing of any change which may affect the state, condition or use of the Bicycle and Accessories insured which increases the risk of Damage. Unless and until We agree in writing to cover the alteration of risk and You pay any additional Premium required by Us for the altered risk, We will not be liable for the Damage caused by, or contributed to by, such alteration.

Where a return of Premium results from an Endorsement, We will refund such Premium on a pro-rata basis provided that no event has occurred where liability arises under the Policy, taking into account the period of time in which the Policy has been in place, less any charges or taxes which We are unable to recover.

Payment of Premium

It is a condition of this Policy that You pay the Premium shown in Your Coverage Summary. This Policy will not be in force until Your Premium is paid and We will not be liable for any Damage prior to the payment of Your Premium.

When Premiums are paid monthly by instalment, if We accept and pay a Total Loss claim under the Policy, Your remaining outstanding Premium (if any) for that Period of Insurance must either be paid by You or it will be deducted from Your claim payment. For all other covered claims, Your outstanding Premium for that Period of Insurance must either be paid by You or it will be deducted from Your claim payment.

Renewal obligations

Renewal of this Policy beyond the period stated in Your Coverage Summary is subject to there having been no change in the risk insured. Your disclosure obligations where We offer a renewal of this Policy are set out on page 10 of this Policy under the heading 'Your Duty of Disclosure'.

Conditions

Transfer of interest

No interest in this Policy may be transferred without Our written consent

Cancellation

By You:

You may cancel this Policy at any time by telling Us in writing. We will retain a portion of Premium which relates to the period for which You have been insured. We will refund the remaining Premium for the unexpired period provided that no event has occurred where liability arises under the Policy, less any charges or taxes which We are unable to recover.

By Us:

We may cancel this Policy at any time as allowed by law by notifying You in writing of the date from which cancellation is to take effect. Notification will be delivered to the address last notified to Us and cancellation will take effect no earlier than 4.00 pm on the date set out in the cancellation notice. We will retain a portion of the Premium which relates to the period for which You have been insured and We will refund the residue for the unexpired period.

Other insurance

If You effect (or if there exists to Your knowledge) any other insurance covering Damage insured by Your Policy, You must notify Us as soon as reasonably practicable and provide Us with details of such other insurance. To the extent permitted by law, Your failure to cooperate may give Us the right to reduce or deny cover under this Policy.

Subrogation

In the event of any payment under the Policy, We will be subrogated to Your rights to recover an equivalent sum to what We have paid against any person or entity. Your full co-operation is required in these matters, including executing and delivering any instruments and papers and do whatever else is reasonably necessary and within Your power to enable Us to secure such rights. You must not take action after any loss which will prejudice Our rights to subrogation.

We will not be liable for a loss where You have provided an undertaking or are a party to an agreement that excludes or limits Our rights to recover damages from a third party in respect of that loss, whenever that agreement was made, i.e. before or after the loss occurred. The effect of this provision is that You may prejudice Your rights with regard to a claim if You make or have made any agreement with a third party that will prevent Us from recovering the loss the subject of the claim from that party or another party.

Fraud

All benefits may be forfeited, Our liability reduced and/or Your Policy(ies) cancelled if You, or any person acting with Your knowledge or consent or on Your behalf:

- engages in any dishonest or fraudulent activity as a means to obtain benefit from this Policy; or
- wilfully causes any Damage to the Bicycle and / or Accessories insured.

Bicycle Security Conditions

Subject to the Policy terms and conditions, We will cover Your Bicycle if it is stolen or Damaged during theft or an attempted theft anywhere in the world subject to the following security conditions for Your Bicycle. Failure to comply with the following security conditions may, to the extent permitted by law, result in a claim being denied:

While at home or kept on Common Property

When Your Bicycle is at Your home or kept on Common Property and You are not in attendance, You must ensure that the Bicycle is:

- Securely Locked in a fully enclosed building or outbuilding with walls and a roof; or
- Securely Locked using an Approved Lock through the frame of Your Bicycle to an Immovable Object.

Away from Your home

While away from Your home, Your Bicycle must be Securely Locked using an Approved Lock through the frame of the Bicycle to an Immovable Object whenever it is left Unattended (unless You have no option other than to leave the Bicycle Unattended due to an emergency medical or security situation, or an evacuation under the order of appropriate authorities).

Conditions

While being transported

Whilst being transported as checked baggage or as cargo, the Bicycle must be securely packaged in a container designed for the transportation of Bicycles (for example, a Bicycle box or Bicycle bag).

If Your Bicycle is left Unattended while it is in, or attached to, any motor vehicle it must be:

- Locked inside an enclosed motor vehicle or enclosed trailer; or
- Securely Locked using an Approved Lock through the frame of the Bicycle to a motor vehicle roof rack or fixed vehicle Bicycle rack.

A Bicycle must not be left Unattended whilst attached to a motor vehicle roof rack or fixed vehicle Bicycle rack overnight (unless You have no option other than to leave the Bicycle Unattended whilst attached to a motor vehicle roof rack or fixed vehicle Bicycle rack overnight, due to an emergency medical or security situation, or an evacuation under the order of appropriate authorities).

Bicycle proof of ownership condition

In the event of a claim, We will require proof that You owned the Bicycle and of its value. Examples of proof of ownership include, but are not limited to: furnishing receipts, photos, invoices, bank or credit card statements or contracts of sale documents for the Bicycle covered under this Policy. Failure to comply with these requirements may, to the extent permitted by law, result in a claim being denied.

Bicycle Modifications – not covered

We will only cover Your Bicycle if Your Bicycle and all of Your Bicycle's fitted Accessories comply with their respective manufacturer's original specification for Australia. Modification to any frame set, electrical component (including but not limited to an electric motor in the case of an electronic pedal- assisted Bicycle) or Accessories from their respective manufacturer's original specification for Australia are not covered.

State of repair & condition of Your Bicycle

We will only cover Your Bicycle if it is kept in a good state of repair and condition.

Claims conditions

As soon as reasonably practicable after Damage occurs to Your insured Bicycle(s) and/or any Accessories which may result in a claim under this Policy, You must:

- take reasonable precautions to prevent or minimise further Damage.
- notify the police as soon as reasonably practicable if any of Your Bicycle and Accessories is lost, stolen, maliciously or intentionally damaged, or such Damage is attempted or suspected.
- complete and submit a claim form for Our consideration, outlining the fullest extent of details that are available to You of any Damage, including details of any party who may be responsible (to the extent such details are within Your knowledge and power to provide).
- give Us the opportunity to inspect any Damage before You carry out any repairs.
- keep any damaged or recovered stolen Bicycle and Accessories and allow Us to inspect it if reasonably required.
- obtain Our prior consent (such consent will not be unreasonably withheld or delayed) before You authorise or commence repairs, or otherwise incur any cost.
- not admit, deny, or negotiate any claim with any person, without Our prior written consent (such consent will not be unreasonably withheld or delayed).

What We will cover

We will cover You for Damage to Your Bicycle(s) individually listed in Your Coverage Summary during the Period of Insurance.

Optional cover – Accessories

You have the option to cover Your Accessories under this Policy. If We agree to cover Your Accessories, an additional Premium will be payable by You and any such covered Accessories will be noted on Your Coverage Summary.

Accessories specifically listed in Your Coverage Summary which We agreed to cover under this section are insured up to the amount stated in Your Coverage Summary subject to proof of ownership.

Limited cover for helmets

In regards to Your Accessories which are helmets, We will cover Damage to helmets only when there is also Damage to Your Bicycle. There is no cover available for Damage to helmets if there is no Damage to the Bicycle.

Cover for Accessories other than helmets

In regards to Your Accessories, We will cover Damage to those Accessories when:

1. they are either attached to, or used in conjunction with Your Bicycle at the time of Damage; or
2. they are not attached to Your Bicycle but Securely Locked within the confines of a locked premises.

Where it is evident that tyres, chains, clusters, chain rings, bearings, seals, shocks, forks and other Accessories have been affected by wear, tear, rust or corrosion, You may have to contribute towards the cost of repairing or replacing the affected items. The amount that You are required to contribute will be determined by the amount of wear and tear or rust and corrosion evident when the Damage occurs.

How We settle claims

Basis of Settlement

When Damage occurs, Your Bicycle and any insured Accessories will either be replaced, repaired or You will be paid a sum. This section outlines Your cover in this regard.

Replacement of Your Bicycle (Total Loss)

We will be entitled to take over ownership of Your Bicycle if it is a Total Loss.

For a Bicycle less than 2 years old and where You are the original owner

If Your Bicycle is a Total Loss and:

- a) At the date of Damage, Your Bicycle is within two years from the date of its original purchase; and
- b) You are the first owner of the Bicycle,

then We will, subject to local availability and less any Excess that applies, pay You the cost to replace Your Bicycle and Accessories with a new Bicycle of the same make, model and series, with the same Accessories as declared in the Coverage Summary, up to the total Sum Insured.

For all other Total Loss claims

If Your Bicycle is a Total Loss and:

- a) Damage occurs after two (2) years from the date of its original purchase; or
- b) You are not the original owner of the Bicycle,

then We will, less any Excess payable by You, pay the lesser of the following:

- a) the Sum Insured for Your Bicycle and Accessories;
- b) the Market Value, if an equivalent Bicycle and Accessories of the same age, make and model is available; or
- c) if an equivalent Bicycle and Accessories of the same age, make and model is not available, then We will take the new replacement cost of the same Bicycle and Accessories as the Damaged Bicycle and Accessories, and deduct an amount as calculated by the Depreciation section of this PDS.

Repair of Your Bicycle (not a Total Loss)

If Your Bicycle is not a Total Loss, subject to any Excess and Depreciation that may be applicable, We will either:

- a) repair Your Bicycle and Accessories; or
- b) pay You or the repairer the cost of repairing Your Bicycle and Accessories, up to the amount of the Sum Insured at the time of Damage.

We will have regard to the circumstances of Your claim and consider any preference You may have.

We will be entitled to any residual value of the Bicycle and Accessories replaced.

Depreciation

If the Bicycle or Accessories that are Damaged were purchased second hand, or are older than 2 years at the date they were Damaged, We will either:

- a) replace the Bicycle or Accessories with a Bicycle or Accessories in a condition equal to, but not more expensive than, its condition at the time of the Damage, subject to an allowance for wear and tear; or
- b) for a Bicycle or Accessories purchased new, pay You a cash settlement following deduction of 15% from the replacement cost plus a further 7.5% for each year thereafter to a maximum of 30%; or
- c) for a Bicycle or Accessories purchased second hand, pay You a cash settlement following deduction of 15% from the replacement cost plus a further 7.5% per annum up to a maximum deduction of 60%; or
- d) repair a Bicycle or Accessories to a condition equal to, but not better or more expensive than, its condition prior to the Damage.

How We settle claims

Limitations

The following limitations apply:

- the most We will pay for any claim for Your Bicycle or Accessories is the Sum Insured shown on Your Coverage Summary for Your Bicycle or Accessories.
- We will not pay more than the limits shown for any Damage.
- if any part necessary for repair or replacement of Your Bicycle is not available in Australia, the most We will pay for 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.

Excess

When You make a claim under the Policy, You will have to pay the Excess shown on Your Coverage Summary depending on whether the claim made is for:

- a Total Loss claim or any claim requiring any Replacement Parts; or
- every other claim made under this Policy.

You are entitled to make a claim on the Policy before payment of the Excess. If a claim is covered, the Excess may be deducted from any final settlement amount that We will pay.

If a single claim is subject to more than one Excess amounts, only the higher of the Excess amounts will apply. Excesses are not cumulative.

What We will not pay for

Exclusions

These Exclusions apply to all sections of the Policy.

This Policy does not cover:

1. The amount of any Excess shown in Your Coverage Summary.
2. Any loss of profit, bicycle fitting, loss of manufacturer warranty, cost of hiring a replacement bicycle, or any other loss or damage not specifically set out in the cover section of this Policy.
3. Any damage caused by:
 - (a) intentional actions of You, any person residing with You, or any person acting on Your behalf or with Your knowledge or consent or who enters Your home with Your express or implied consent.
 - (b) gradual deterioration, wear and tear and fading;
 - (c) marking, scratching, denting, chipping or lack of upkeep or maintenance, unless caused by Damage as covered under the terms of this Policy.
 - (d) inherent defects, faulty workmanship or materials, structural defects or faulty design.
 - (e) any pre-existing damage.
 - (f) any process of cleaning, repairing, altering, restoring or dyeing.
 - (g) corrosion, rust, oxidation, rot, mildew or mould
 - (h) theft by someone who was using Your Bicycle with Your consent.
 - (i) theft by a tenant or someone who lives in Your home or has Your consent to be in Your home.
4. Damage directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with:
 - (a) any Act of Terrorism, regardless of any other cause or event contributing concurrently or in any other sequence to the Damage. This also excludes loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any Act of Terrorism.
 - (b) war (whether war be formally declared or not), any hostilities, invasion, acts of foreign enemies, war-like operations or civil war.
 - (c) mutiny, civil commotion assuming the proportions of or amounting to a popular rising, military rising, insurrection, rebellion, military or usurped power, confiscation, nationalisation, requisition, legal seizure or destruction of or damage to property by or under order of any government, public or local authority or looting, sacking or pillage following any of the above.
 - (d) the use, existence or escape of nuclear weapons or material, ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel.
 - (e) contamination or pollution of land, air or water arising directly or indirectly from the actual, alleged or threatened discharge, dispersal, release, seepage, migration, emission or escape of pollutants or the cost of testing, monitoring, containing, removing, nullifying or cleaning up pollutants, or any fines, penalties, punitive or exemplary damages arising directly or indirectly out of the discharge, dispersal, release or escape of pollutants.
5. Damage sustained while in transit, unless the Bicycle is secured in accordance with the Bicycle Security Conditions on page 17.
6. the Bicycle whilst used for any business purpose.
7. the Bicycle whilst used by a Professional Rider.
8. any Bicycle owned or whilst being used by any person under the age of 18.
9. theft from Your home if unoccupied for longer than sixty (60) consecutive days, unless otherwise agreed by Us. For the purposes of this exclusion, 'unoccupied' means Your home is empty (in that there is nobody in the property), uninhabited or vacant. Your home will be considered unoccupied even if a person is regularly carrying out checks or visiting such unoccupied home.
10. Damage caused by theft or attempted theft from internal and external Common Property of residential apartments, home units, town houses or any other type of multiple occupancy residence.
11. misuse or abuse of the Bicycle and/or any insured Accessories.
12. mechanical, electrical or electronic breakdown.

What We will not pay for

13. the Bicycle whilst left Unattended whilst attached to a motor vehicle roof rack or fixed vehicle Bicycle rack overnight (unless You have no option other than to leave the Bicycle Unattended whilst attached to a motor vehicle roof rack or fixed vehicle Bicycle rack overnight, due to an emergency medical or, security situation, or an evacuation under the order of appropriate authorities).
14. tyres, wheels, Accessories or removable parts that are not fixed to the Bicycle, other than:
 - (a) during a road or air transit where the Bicycle and Accessories are packed in the same Bicycle bag or Bicycle box purely for the purpose of such transit; or
 - (b) whilst Securely Locked within the confines of a locked premises.
15. clothing, shoes or any other similar equipment.
16. helmets, unless shown as insured in the Accessories.
17. personal effects.
18. Any Personal Electronic Devices.
19. Communicable Disease Exclusion:
 - a) Any loss, damage, claim, cost, expense or other sum whatsoever, directly or indirectly arising out of, or in any way attributable or related to, connected with or contributing concurrently or in any sequence with:
 - i. a Communicable Disease; or
 - ii. the fear of threat (whether actual or perceived) of a Communicable Disease.
 - b) For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - i. for a Communicable Disease, or
 - ii. any location or property insured that is or may be affected either directly or indirectly by a Communicable Disease.
 - c) As used in this Policy, a Communicable Disease means any:
 - i. physical distress, illness, or disease caused or transmitted directly or indirectly by any virus, bacterium, parasite, fungus or other organism or any variation of it, whether deemed living or not, and regardless of the means of transmission or where such outbreak occurred or is occurring; or
 - ii. any virus, bacterium, parasite, or other organism or any variation of it, whether deemed living or not which causes, or is likely and/or expected to cause, physical distress, illness or disease; or
 - iii. any disease which is a quarantinable disease or a listed human disease under the Biosecurity Act 2015 (Cth), as may be amended from time to time and any replacement, successor or functionally similar legislation of Australia (or of the applicable state or territory in Australia), including delegated legislation irrespective of where it was discovered or where such outbreak occurred or is occurring; or
 - iv. any mutation of the illnesses, diseases or organisms described in clauses (c)(i), (ii) and (iii).

This Exclusion applies to all coverage extensions, additional coverages, exceptions.
20. Cyber Exclusion:
 - a) Subject only to paragraph (c) below, in no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.
 - b) Subject to the conditions, limitations and exclusions of the Policy to which this clause attaches, the indemnity otherwise recoverable hereunder shall not be prejudiced by the use or operation of any computer, computer system, computer software programme, computer process or any other electronic system, if such use or operation is not as a means for inflicting harm.
 - c) Where this Policy covers risks of war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power, or terrorism or any person acting from a political motive, paragraph (a) shall not operate to exclude losses (which would otherwise be covered) arising from the use of any computer, computer system or computer software programme or any other electronic system in the launch and/or guidance system and/or firing mechanism of any weapon or missile.

About Chubb in Australia

Chubb is the world's largest publicly traded property and casualty insurer. Chubb, via acquisitions by its predecessor companies, has been present in Australia for 100 years. Its operation in Australia (Chubb Insurance Australia Limited) provides specialised and customised coverages including Business Package, Marine, Property, Liability, Energy, Professional Indemnity, Directors & Officers, Financial Lines, Utilities as well as Accident & Health, to a broad client base, including many of the country's largest companies. Chubb also serves successful individuals with substantial assets to insure and consumers purchasing travel insurance.

More information can be found at
www.chubb.com/au

Contact Us

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Logo usage

Chubb logo files are available on request to AUNZ.Marketing@Chubb.com. Strict brand guidelines are in force protecting the use of Chubb brand assets. Written approval from Chubb Marketing is required for any partner usage of the Chubb logo.

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