

Accidental Bicycle Coverage



RENT MY BIKE
AUSTRALIA



This coverage has been developed and issued by Rent My Bike Australia ABN 23 430 209 849 of 119 High Street, Geelong Victoria 3216. This is a self-insured product offered by Rent My Bike Australia to their rental customers.

Product Disclosure Statement (PDS)

This document contains all details of **your** cover (**your policy**), your responsibilities, the claims process and how and when to get in touch with **us**.

This PDS uses words that have special meaning. Please refer to the definition's pages. References to the singular include the plural and vice versa.

You can email us on ask@rentmybikeaustralia.com.au and **we** will send **you** a free copy.

When **we** agree to enter **into your policy we** confirm by invoice which **you** need to be paid within 14 days of issue. If the invoice remains unpaid after 14 days **you** are not covered for the rental or event dates specified in the invoice.

Carefully read the PDS to understand the cover, your obligations and to compare and consider whether this product is right for **you**.

By entering into **your policy**, you confirm that **you** have read or will read before the end of the cooling off period the PDS when provided to **you**. Keep this document in a safe place for future reference.

Your Cover Explained

Make sure **you** know exactly what **you** are and are not covered for. In addition, there are General Exclusions which may apply.

Your Rent My Bike Australia **rental** provides cover for the bicycle/s and accessories that are supplied with **your** rental for the following events in Australia only.

1. **Accidental damage to your bicycle rental**

We will provide cover for **your bicycle rental** if the damage is caused by a specific incident, **crash, impact, or road hazard**.

2. **Malicious damage**

We will cover **your bicycle rental** against malicious damage caused to **your bicycle rental**.

3. **Transit**

We will provide cover for damage to your bicycle rental which occurs while it is in the custody of or being transported to and from destinations within Australia by a commercial passenger carrier (air, rail, water or road) to your event.

General Exclusions

Learn more about what is covered and what is not. No insurance covers everything so it is important to understand the exclusions of **your policy**.

Please take the time to read through the list of exclusions. We cannot cover everything, so it is important to understand when you are covered and when you are not.

You are not covered for the following:

1. Loss or theft of the bike rental, tyres, wheels, e-bike battery packs, accessories and/or custom parts added to the bike rental, personal gear & apparel. This is an accidental damage cover only.
2. Any repairs not approved by us.
3. Any legal liability for damage to another person's property or injury to another person.
4. Other liabilities under the rental contract
5. Damage caused by, or arising from:
 - a. if **your bicycle rental** is being transported as part of **your** check-in luggage or an event and it is not securely packed in a bicycle travel case or box;
 - b. using the bicycle rental outside of the manufacturer's specifications;
 - c. any process of repairing or altering **your bicycle rental**;
 - d. mechanical, electrical or electronic breakdown;
 - e. by a deliberate action by **you** or by anyone **you** have assigned the responsibility (either implied or provide actual consent) of you bicycle rental to;
 - f. by a vehicle driving over **your bicycle rental** other than if this occurs during, or as a direct result of a crash;
 - g. by the bicycle rental being used for reward, delivery or courier services or the carriage of paying passengers.
 - h. by war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power or an act of terrorism;
 - i. by pollution or chemical contamination or corrosion (whether caused accidentally by chemical agents or not);

- j. while **your bicycle rental** is outside the **geographical limit** unless **you** have advised us beforehand;
- k. by any modification of your bicycle from the manufacturer and **our** specifications unless you have advised **us** and **we** have agreed to extend cover in writing; or
- l. by **your bicycle rental** being left abandoned, meaning the bicycle is left unattended at a location event or location other than your home for more than 24 consecutive hours;
- m. bicycle races.

Security Conditions

We require you to comply with certain security conditions in terms of how you store, leave and transport your bicycle rental.

Please make sure that you understand the Security Conditions. We will only pay out claims if you have complied with the following:

At home

1. When **your bicycle rental** is kept inside **your** house, garage or outbuilding, and **you** are not **home**, all the doors and window of **your** house, garage and outbuildings must be locked.
2. When **your bicycle rental** is in the garage or outbuilding, and **you** are **home**, the garage door windows must be locked if **you** are not in the garage or outbuilding. For example: if you are busy in the house and **your bicycle rental** is in the garage, the garage door must be locked.
3. If **your bicycle rental** is left outside somewhere on your premises, it must be locked by an **approved lock** to an **immovable object**.
4. If you lock **your bicycle rental** in a common area, like a parking garage or foyer of your building, the bicycle must be locked by an **approved lock** to an **immovable object**.

Away from home

If **your bicycle rental** is left **unattended** while away from **your home** it must be **securely locked** through the frame of the **bicycle** to an **immovable object** by an **approved lock**.

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

For example: if **you** are stopping for a coffee after a ride, **you** don't have to lock **your bicycle rental** if it is less than 5m from **you** and in **your** direct line of sight the entire time. If **you** can't see it, even if it is just for a few moments, it must be locked as specified above.

Transporting your bicycle with your car

If **your bicycle rental** is left **unattended** while it is in, or attached to, any motor vehicle including while it is in transit, it must be:

- kept inside a **securely locked** vehicle; or
- locked and secured to a properly fixed bicycle rack via the lockable security provision of the **bicycle** rack; or
- locked through the frame of the **bicycle** to a properly fixed **bicycle** rack with an **approved lock**; or
- locked in an enclosed vehicle boot, trunk, utility canopy or aluminium tray; or
- kept inside a fully enclosed trailer which is **securely locked** by a closed shackle padlock or by the lockable security provisions of the trailer.

Outside of daylight hours:

- If outside of **daylight hours** and **your bike rental** is left inside **your** vehicle, **your** vehicle must be locked and **your bicycle rental** must be locked through the frame to a secure anchor point by an **approved lock**.
- If outside of **daylight hours** and **your bike rental** is fitted to a **bicycle** rack it must be secured through the frame to the **bicycle** rack by an **approved lock**.

Making a claim

If you need to make a claim, it's good to know what you need to do as there are some specific steps you need to take and details you will need at hand, so it's good to understand how this works.

What happens if my bicycle rental is damaged?

You must take steps to minimise further damage and notify us as soon as possible.

How do I notify you of my claim?

You can email us at ask@rentmybikeaustralia.com.au to lodge your claim

What information do I need to provide you?

We will ask you to provide us information about the incident and might request items like your bicycle rental details, photos of the damage to your bicycle rental and/or photos of the incident area.

Our claims process

If your bicycle rental is damaged, we will review all the information provided to us and decide on the best course of action. Depending on the damage, we might take action to repair your bicycle rental or replace your bicycle rental or offer you a cash settlement, at our discretion.

Important things you need to be aware of

You must make your bicycle available to us for inspection, otherwise, we might not be able to process your claim.

- Please note we reserve the right in all instances to have repairs undertaken at a repairer of our final choice. If you do not agree with our choice of repairer, you may elect to receive a cash settlement (of the estimated repair cost).
- You must tell us of any other insurance that might be relevant to your claim, like home and contents insurance.
- There is a standard \$50 excess payable by you for each claim.
- We will deduct it from your settlement or request you to pay it to us.
- We might require you to help us as we work to exercise, for our benefit, your legal right of recovery against any other party. You may not agree to pay, negotiate or accept payment from any other party on our behalf without our consent, or otherwise infringe on our right under this policy to exercise recovery against any other party.
- You must answer all questions honestly and completely and provide us with any information a reasonable person under the circumstances would expect us to want to know. We may refuse payment of your claim and/or cancel your policy if you or any person who is acting with your express or implied consent, misrepresents, deliberately omits, avoids providing or falsifies any information provided to us in relation to a claim. ^[SEP] We may reduce or deny your claim in the event that you fail to meet or comply with the above claim requirements.

Important Information

There are things you need to do to make sure your policy stays current. The most obvious one is paying your premiums, but there are others too, and it's important that you know what they are. You will find more details about your policy, including definitions and how we protect your privacy

14 day cooling off period

If **you** decide that this policy is not for **you** and **you** have not made a claim, you may cancel this **policy** within 14 days of your invoice issue.

If you cancel within the cooling off period, we will refund any premiums you have paid for the policy less any administration fees we cannot recover.

Definitions

Words with special meaning.

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

accessory means an item used in conjunction with **your bicycle rental**. For example: a bicycle light, computer etc.

approved lock means a lock that is approved by Velosure, please see the list at <https://velosure.com.au/approved-locks/>.

bicycle rental means the **bicycle** as specified being rented to you by Rent My Bike Australia and which is made up of a frame with two wheels powered by human pedalling. The **bicycle** is understood to include a standard set of components necessary to render the **bicycle** functional (i.e. frame, wheels, handlebars, saddle, group-set, etc.). For the purposes of this policy this definition includes electric 'pedal assist' bicycles not exceeding 250watts and with a maximum assisted speed of 25 km/h but excludes bicycles fitted with an external combustion engine or other source of powered assistance. An e-bike must be pedal-assist and configured as per the 27 of 34 bicycle manufacturer's original specification. The motor may operate without the rider pedaling up to a maximum speed of 6km/h.

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

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

custom part means a part fitted to **your bicycle rental** that replaces a manufacturer supplied part on **your bicycle rental** or which you have specifically selected in lieu of a manufacturer supplied part.

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

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

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

depreciated value means the value calculated from the **recommended retail price** of an item which was purchased new but is more than 2 years old at the time of making a claim. The value is calculated by deducting 10% from the **recommended retail price** for every year or part thereof, measured from the original date of purchase.

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

geographical limit means the Commonwealth of Australia.

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

immovable object means a solid object which is permanently fixed to concrete or stone and the object itself is made of concrete or steel. It must not be possible to remove the object without the use of power tools. It must not be possible to maneuver the **bicycle** over or under the object while the **bicycle** is secured to the object by the use of an **approved lock**.

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

- as a result of a collision or **crash** while cycling, or
- as a result of an action by **you** or someone known to **you**.

loss event means a single incident resulting in a claim under this policy.

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

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

new for old means the cost of a comparable new replacement for your **bicycle rental** and/or **accessories**.

partial loss means a loss that is not a total and only part of **your bicycle rental** is damaged. Meaning **your bicycle rental** only have partial damage.

period of insurance means the period during which this policy is current. The period of insurance is stated on **your bicycle rental** order.

policy means this document together with your rental order indicating insurance has been opted in and any applicable endorsements and any updates that we tell **you** form part of the PDS such as Supplementary Product Disclosure Statements of which **you** have been notified.

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

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

recommended retail price means the selling price of a product suggested by a manufacturer to a retailer.

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

road hazard means any;

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

securely locked means:

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

sponsored bicycle means a **bicycle** where;

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

sponsored rider/Brand Ambassador means the person or rider who;

- receives a greater than 50% discount off the Recommended Retail Price of the bicycle. The cover will be limited to your financial interest relevant to your circumstances.
- is using a **sponsored bicycle** at the time of a **loss event**.

sum insured is the maximum amount up to \$1,000 for each specified item covered by the policy. The most **we** will pay (inclusive of taxes) for a loss event will be the relevant **sum insured** less the applicable **excess**, less any other amount we are entitled to recover under this **policy**.

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

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

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

we, our or us (even if it not in bold) means Rent My Bike Australia in its capacity as administrator to the insurance.

you, your (even if it not in bold) means the person or persons named on the order as the insured.