



TWO MEN AND A TRUCK

YOUR COMPLETE MOVING PROFESSIONALS

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TMAAT's commitment to Privacy Act 1988 (Cth) and the Australian Privacy Principles that protects personal information which belongs to individuals by placing restrictions on how that information can be collected, handled, used and disclosed.



SOME IMPORTANT INFORMATION ABOUT INSURANCE DURING YOUR MOVE.

As a respectable removal company, Two Men and a Truck include transit and public liability insurance as part of our removals services.

However, there are circumstances where Two Men and a Truck will not be liable for loss or damage to your goods. For example, when goods are damaged as a result of an accident that is not the company's fault. Customer Goods in Transit and Storage insurance can assist to fill this gap. Your belongings can only be insured if you are using an Australian Furniture Removers Association (AFRA) accredited company, such as Two Men and a Truck.

We are licensed brokers for Cowden (Aldridge & Street) the leading provider in insurance for the removals industry in Australia.

Please take some time to read this important information regarding insurance options, trading terms and conditions.

MOVING TERMS AND CONDITIONS

1. Terms & Conditions of Contract

1a) These Conditions of Contract shall apply to all contracts in respect of which the Client has requested Two Men and a Truck Assets Pty Ltd to arrange for the carriage of Goods or the performance of other work or services on its behalf. These Conditions shall also apply to any dealings between Two Men and a Truck Assets Pty Ltd and its Contractors as defined in clause 2.

1b) The Client acknowledges that Two Men and a Truck Assets Pty Ltd acts as agent for every Contractor referred to in these conditions in procuring the Client's business and that Two Men and a Truck Assets Pty Ltd has disclosed that fact to the Client prior to the Client entering into any contract

1c) By entering into this contract the Client and the Contractor also accept these Terms and Conditions on behalf of all other persons on whose behalf they are acting.

1d) These 'Moving Terms and Conditions' and the 'AFRA Terms and Conditions' contain terms for removal work supplied by Two Men and a Truck Assets Pty Ltd ('TMAAT') to Clients, and should be read together.

1e) In the event of any inconsistency between the 'Moving Terms and Conditions' and the 'AFRA Terms and Conditions', these 'Moving Terms and Conditions' will prevail.

1f) If any term of the 'Moving Terms and Conditions' or the 'AFRA Terms and Conditions' is determined to be invalid or unenforceable for any reason, it will be taken to be removed from the remainder of those terms, which will remain valid to the extent permitted by law.

1g) These terms may be accepted by the Client electronically, in writing, orally or by conduct, such as using TMAAT services after being provided with these terms.

2. In this Contract

2a) "Client" shall mean the person who requests Two Men and a Truck Assets Pty Ltd to arrange for the carriage of goods or for the performance of other work or services on its behalf. By entering into this contract, the Client also accepts these terms and conditions on behalf of all other persons on whose behalf the Client is acting and where the Client is an incorporated body the directors of the Client guarantee its performance.

2b) "Contractor" shall mean any person who has appointed Two Men and a Truck Assets Pty Ltd as agent to find work on behalf of that person. By entering into this contract, the Contractor also accepts these terms and conditions on behalf of all other persons on whose behalf the Contractor is acting and where the Contractor is an incorporated body the directors of the Contractor guarantee its performance.

2c) "Two Men and a Truck Assets Pty Ltd" includes servants, agents and subcontractors of Two Men and a Truck Assets Pty Ltd and in the case of contracts entered into between Two Men and a Truck Assets Pty Ltd and a Client includes Contractors introduced to the Client by Two Men and a Truck Assets Pty Ltd either as their agent or otherwise.

2d) "Goods" shall mean any goods which the CLIENT has requested to be carried or arranged to be carried.

2e) Person shall include any servant or agent or "Associate" of that person.

2f) "Long Distance Move" means where goods picked-up, loaded, delivered or moved more than 250km the central business district ('CBD') of the capital city in the State or Territory in which the goods are located, except in Queensland, where 250km will be measure from Brisbane or the Gold Coast whichever is closer.

3. Terms relating to the Carriage of Goods

3a) The Client expressly warrants that the Client is either the owner or the authorised agent of the owner of any Goods or property the subject matter of this contract.

3b) Goods are accepted by Two Men and a Truck Assets Pty Ltd on the condition that they comply with the requirements of any applicable law relating to the nature condition and packaging of the Goods, and without limiting the generality hereof:

- i) that the Client notifies Two Men and a Truck Assets Pty Ltd whenever the Dangerous Goods Act 1985 (Vic) (DGA) applies to any Goods and guarantees that all requirements of the DGA have been met, and
- ii) that the goods are fully described in writing on all relevant paperwork, including their name and nature, and in the case of goods to which the DGA applies, are accompanied by a consignment note that complies with the Act.

3c) The method, route and time by which the work or services under this contract are performed shall be at the absolute discretion of Two Men and a Truck Assets Pty Ltd notwithstanding any directions of the Client to the contrary.

3d) The client shall provide an authorised representative to be present on site at all times from the start to the finish of the job. TMAAT will not be held responsible if a representative is not present at all times and the time taken to complete the move is questioned. The authorised representative will be responsible for ensuring that the correct goods are loaded and whether or not such a representative is provided the Client shall pay all additional charges whatsoever resulting from the movement of incorrect goods or non movement of goods that the Client intended to have moved.

3e) If there is no-one in attendance at the place for delivery of the Goods Two Men and a Truck Assets Pty Ltd shall be entitled at its discretion to leave the Goods at that place or to return at a later time until delivery is effected, storing the Goods at any convenient place in the meantime, and the Client agrees to pay any additional charges incurred thereby to Two Men and a Truck Assets Pty Ltd.

3f) Arrival time cannot be guaranteed.

- i) Arrival within 3 hours of the booked start time can be expected, particularly for afternoon bookings and during peak times. No discounts or refunds will be provided due to late arrival.
- ii) Moves may at times be re-scheduled to the following day or an agreed date/time where we are unable to commence the move during the booked time frame. No discounts or refunds will be provided in this instance.

3g) We reserve the right to decline to start a removal if the removal site is not compliant with WHS regulations.

3h) Two Men and a Truck Assets Pty Ltd shall have the right to defer or refuse delivery at the Client's expense should it become apparent that the Client is unwilling or unable to pay any due charges in the required form or at the required place or time.

3i) Any items that require moving over balconies/railings require pre-approval before relocation.

3j) Where required, our team can assist with the disconnection and reconnection of client's appliances (e.g. washing machine, dishwasher, etc), however, we cannot be held responsible if the goods have not been installed correctly as this is the sole responsibility of the customer.

3k) The team cannot move goods that are hazardous, unlawful, illegal, stolen, flammable, explosive, volatile, perishable or anything that poses risk to any person, property, or the environment. Common items such as gas bottles containing petrol, and

tins of paints cannot be removed by our team.

3l) The team will not be held responsible at ensuring that the premises, including doors and windows, are locked, as this is the sole responsibility of the client.

3m) TMAAT's liability for removal work, or related work, supplied to Clients is excluded to the extent permitted by law.

3n) Where TMAAT's liability for removal work, or related work, supplied to Clients cannot be excluded, its liability is limited to the lesser of the cost of goods or services, repair of goods, or the re-supply of goods or services, to the extent permitted by law.

3o) TMAAT is not liable for any indirect or consequential loss or damage, including any opportunity loss or damage, lost profit or any other indirect or consequential loss.

3p) TMAAT will not be liable for any loss, damage, claim, or delay where a cause of that loss, damage, claim or delay is beyond TMAAT's control, including any loss, damage or delay which occurs during the provision of services by third party providers.

4. Fees and Charges

4a) Our prices are charged on an hourly rate and are inclusive of GST. A minimum fee is given to cover the initial hour/s of the job, and then charged in 15-minute increments.

4b) Our basic rates start upon arrival at the pick-up address and are inclusive of loading of goods, the travel time associated between addresses, until the completion of offloading at the final address. In the event where the final pick up or final drop off is located in excess of 45 minutes travel time from the state's CBD (as per Google maps), the charges will commence and/or conclude from the state's original CBD in which we consider as our Depot.

4c) All relocations incur a one hour minimum.

4d) Truck, Taxi Truck, Utility vehicles and internal relocations are charged in 15-minute increments, after the first hour.

4e) For jobs starting or finishing 45+ minutes from the CBD (as per Google maps), we charge "Depot to Depot" to and from the closest CBD (Sydney/ Brisbane/ Gold Coast/Canberra or Melbourne). This means you pay for the time taken to drive to our first pick up from the closest CBD, the actual moving time, and the return travel to the original CBD. We use the CBD as a standard base because our trucks are located throughout the city. Long distance jobs will be charged whilst the team are still on site and the team will calculate the time it will take them to arrive back to our depot (state's original CBD) based on Google maps at the time of the completed move. We allow for a 20-minute deviation of time if a delay is caused from something out of control. This could be, but not limited to, a traffic accident and weather.

4f) A cleaning fee may be applicable for goods to be moved that may cause dirt that will cause cleaning the vehicle afterwards.

4g) Any tolls or parking fines incurred during the relocation will be charged to the client. Any waste disposal fees incurred during the relocations will be charged to the client. If no other means of payment is advised, payment will be taken via the credit card provided upon booking.

4h) An applicable surcharge of \$185 may be applicable for specialty items such as stone and marble tables, pending on the size/weight of the item. Standard Upright Pianos also incur a \$185.00 plus 3.30/step surcharge (with a maximum of 3 steps). Removal must be pre-arranged and is subject to our approval

4i) An after-hours surcharge is applicable for any jobs starting from 4pm onwards. The applicable charges will be discussed at the time the booking takes place with our sales representative.

4j) A surcharge will be applicable if a booking is arranged on a public holiday. The applicable charges will be discussed at the time the booking takes place with our sales representative.

6. Estimates and Quotes

5a) All moving estimates given over the phone cannot be considered a fixed cost. The minimum fee is not a fixed costing of the move.

5b) If a fixed quote has been issued by our office we reserve the right to amend this quote if full disclosure of items moved change after the fixed quote was issued and if there are any access issues that were not fully disclosed at the time of the fixed quote was issued.

5c) For fixed price removals, 30% of the total cost is due immediately upon booking. Payment in full must be received at least 48 hours before commencement of move.

5d) The 30% deposit required for a fixed price relocation is non-refundable if a cancellation is made less than 1 week prior to the commencement of the move.

6. Cancellation Policy

6a) Any move cancelled with less than 24 hours' notice will incur a one-hour penalty based upon the hourly rate quoted, which will be charged from the credit card provided upon booking.

6b) Any move cancelled on the day of the removal, especially once our removalists are en-route or onsite will incur the minimum charge of the move. This fee will be charged to the credit card provided as security.

6c) Moves can only be cancelled up during office hours 7:30am - 5pm M-F, 8am-3pm Sat/Sun AEDT

7. Payment of Services Provided

7a) Payment is due in full on completion of the removal on the day.

7b) We accept cash or credit card as forms of payment. Payment for packing materials and our packing service are required to be paid within 72 hours prior to the services taking place. Further information can be found below under point 11 and 12.

7c) Cheques are not accepted unless pre-authorized with the office manager.

7d) American Express cards incur a 3% surcharge. Mastercards and VISA cards incur a 1.1% surcharge. We do not accept Diners.

7e) We can provide a Move Now Pay later option through Zip and Openpay. A once off set-up fee may be applicable for this service.

7f) Please note that your credit card that was supplied at time of booking will be debited on completion of the move if no other payment form is made.

7g) Companies may be given a seven-day trade account on the provision that a valid ABN is given at the time of booking.

8. Vehicle Size

8a) We endeavor to always quote and supply the correct vehicle for your removal.

8b) Our decisions are based on the information we have been provided by you over the phone, and, if no inventory was provided or items were omitted, we will not be held responsible for the vehicle not being able to accommodate all items in one trip.

8c) It is the customer's responsibility to provide us with as much information as possible in relations to the goods being moved to ensure the correct vehicle is sent.

Utility	Taxi Truck	3 Tonne Truck	6 Tonne Truck	9 Tonne Truck
The tray size is 2.4m x 1.8m	Requires a height clearance of 3.2 meters The pantech is approx. 2.5m long x 2m wide x 2m high It holds approx 8 to 10 cubic meters	Requires a height clearance of 3.2 meters The pantech is approx. 4m long x 2m wide x 2m high It holds approx 18 to 20 cubic meters	Requires a height clearance of 4 meters The pantech is approx. 5.5m long x 2.3m wide x 2.4m high It holds approx 35 to 40 cubic meters	Requires a height clearance of 4 meters The pantech is approx. 8.5m long x 2.3m wide x 2.8m high It holds approx 56 to 60 cubic meters

8d) In some instances, pending availability, we may send;

- 6-tonne truck, a container truck or a 9-tonne truck in Lieu of a 3-tonne truck.
- 3-tonne truck in Lieu of a Taxi Truck
- 20-foot container truck in Lieu of a 6-tonne truck.
- Two 3-tonne trucks in Lieu of a 6-tonne truck
- 6-tonne and a 3-tonne truck in Lieu of a 9-tonne truck

Please advise if this may cause any issues for your removal, especially the access.

Please also advise the office if the vehicle booked exceeds the loading docks height clearance. In some instances, a utility may need to be provided as a ferry vehicle.

9. Specialist Items

9a) Please notify our office if you have any of the following items: Double Door Refrigerator, Piano, Pianolas or Organs, Safes, Spas, Items made from marble or granite, Commercial equipment i.e. Fridges, Ovens, Pot Plants, Animal Enclosures, Fish Tanks etc

9b) We reserve the right not to move any of the above listed items if the office was not informed at the time of the booking.

10. Insurance

10a) Accidental insurance is not included in the removal rate quoted.

10b) As authorized representatives of Aldridge and Street Pty Ltd who are licensed insurance brokers we are able to arrange insurance for your goods whilst they are in transit or storage.

10c) You are under no obligation to take out insurance with us, even though you have booked your move through us.

10d) Despite all the care and expertise we take, accidents can still happen and some things are outside our control. We will endeavor to ensure there is no loss or damage, but we do recommend you take out insurance.

10e) Please read the Product and Disclosure Statement in the later page, which will explain the insurance in more detail and help you to decide if it is suitable.

10f) There is a minimum policy premium of \$70, which covers \$5000 of declared value for both Local and Interstate Move transit insurance (this does not apply to storage extension).

10g) The premium is calculated based on the total value of the items we are moving or storing on your behalf. The rates for Insurance are calculated as follows:

Local Moves:

Restricted Cover - 1% of value declared

Full Cover - 1.4% of value declared

Interstate Moves:

Restricted Cover- 2% of value declared

Full Cover - 2.75% of value declared

Storage Cover:

TOTAL \$ VALUE OF GOODS	STORAGE INSURANCE (Restricted only)
\$1000 to \$9,999	\$15 Per Month
\$10,000 to \$29,999	\$30 Per Month
\$30,000 to \$59,999	\$60 Per Month
\$60,000 to \$89,999	\$90 Per Month
\$90,000 to \$119,999	\$120 Per Month
\$120,000 to \$149,999	\$150 Per Month
\$150,000 and above	Quote available on request

10h) If a client pre-pays their insurance premiums and then wishes to cancel the booking, a full refund will be returned to the client. The policy then will become void.

10i) To proceed with arranging insurance, please fill out our insurance form online by going to: <http://www.twomen.com.au/insurance>. Insurance form has to be filled out at least 48 hours prior to the move. Last-minute insurance may still be arranged by the client, provided that the client will contact the office to make sure it has been processed and that the goods has not been loaded in the truck or touched by our removalists. In no case shall insurance can be arranged if the goods are already loaded into the truck.

10j) Any Claims/Complaints investigations will only be investigated once full payment of the job is received.

10k) All Claims must be reported on the day of the removal and noted on the job sheet. It must then be sent in writing within 72 hours of job completion to aftercare@twomen.com.au with full description of claim and photographic evidence of damage.

10l) For the avoidance of doubt, restricted or full cover insurance is optional and additional insurance premium costs will apply. Please refer to our website for additional information: <https://insurance.twomen.com.au/>

11. Packing Materials

11a) All packing materials are at an additional cost to the client.

11b) All packing materials will be charged 72 hours prior to delivery taking place. Our office will charge the applicable monies onto the credit card that was provided at the time of booking. Customers also have the option to finalise payment through EFT if they wish in which they will be required to notify our office in advance.

11c) Free single delivery and collection can be made for purchase of packing materials that has a total cost of \$90 and up. Otherwise, a \$25 courier may be applied for succeeding delivery/collection, and also for deliveries made outside our regular delivery and collection days. Furthermore, free delivery and collection is only applicable for suburbs within 30km radius from the state's CBD.

11d) Our refund policy only applies to boxes purchased at the "hire" price. There is no refund on boxes purchased at the "buy" price.

11e) Boxes must be in a useable condition to warrant a refund.

11f) All boxes must be emptied and flattened prior to pickup.

11g) Only materials supplied by our company will be collected.

11h) We do not collect used butchers paper or rubbish. It is the client's duty to dispose of this.

12. Pre-Packing & Unpacking

12a) Our packing and unpacking service is charged on an hourly rate including GST

12b) A minimum of two staff permitted on any job

12c) The minimum 4 hours for our packing and unpacking will be charged 72 hours prior to the service taking place. Our office will charge the minimum fee onto the credit card that was provided at the time of booking. In the event that additional hours are required the credit card on file will be deducted for the outstanding balance within 72 hours post the service taking place. Customers also have the option to finalise payment through EFT if they wish in which they will be required to notify our office in advance.

13. Container Storage (Sydney, Melbourne and Brisbane/Gold Coast Only)

-For Full terms and conditions applying to storage, see "Two Men and a Truck storage Contract".

13a) All our containers are stored at 1 Carlotta Street, Artarmon NSW 2064 or 1 Grand Ave, Camellia NSW 2142, 26-28 Banfield Court, Truganina VIC 3029, and 38 Centenary Place Logan Village QLD 4207.

13b) The client will be unable to access the container without prior authority/arrangement from "Two Men and a truck" and is subject to labour availability. An access fee of \$120 applies to cover the initial 1 hour onsite supervision and forklift fees (with only one TMAAT representative). After the first hour, every hour after will be charged \$50. A different set of rates may be given for clients requiring further labour (loading and unloading of goods).

13c) A \$95 handling fee will be charged for the uploading and offloading of each container, this includes a container padlock.

13d) A daily storage fee of \$15.00 will apply for each container that is stored with TMAAT. Daily charges commence from the 1st day the container is stored until the day the container is retrieved and delivered. The daily rate is subject to change with one month's notice.

13f) Two Men and a Truck Assets Pty Ltd will not accept an increased level of responsibility whilst goods are in storage, other than storage required as part of the normal transit process, unless independently agreed to.

13g) A storage promotion may or may not be available at the time of booking, and it may include (but not limited to) a client paying 2 months upfront storage, and getting the 3rd month free. The following terms and conditions apply for such promotion:

i) Offer can only be redeemed once per customer.

ii) If for any reason the client wish to exit from storage earlier than the 3 month period, client will be charged normal storage rates from the 1st day the container is stored until the day it is retrieved, as per section 13d;

iii) Full upfront payment of the first 2 months storage must be received before storage commences;

iv) For storage periods longer than the minimum term, The standard daily rate will apply from the 1st day of the 4th month until the day you retrieve your goods;

v) Only available in serviceable states.

13f) TMAAT has partnered with Super Easy Storage in providing an option for POD storage, available for clients in NSW for the purpose of storing smaller volume of items than the container storage.

i) All storage modules are stored in our secured, monitored, alarmed warehouses located in Thornleigh, Wollri Creek, Roseberry or Padstow.

ii) Monthly storage fee is \$130 per pod, and a \$30 handling fee will be charged for uploading and offloading a pod storage.

iii) Client may access their unit for free from 9:00am to 4:00pm, Monday to Friday and 9:00am to noon on Saturday, provided that a 2 business days' notice is given (please go directly to: <https://www.supereasystorage.com.au/book-storage-access/> and select your location).

14. Interstate Move

14a) Moves between QLD, NSW, VIC and in between will be sent either by road or rail pending on availability and scheduling.

14b) Containers that are sent by rail we will not be held responsible if Pacific National are unable to provide us with rail passage on the required date. We reserve the right to change a booking date within 7 days of the scheduled date.

14c) In the event that a container is delayed, TMAAT will not be providing any type of compensation if the delay is outside of our control.

15. Photos and Videos

15a) Roadside teams may video or take photos of furniture and access for the purpose of training, safety, accountability and for Operational usage. In the event of being used for marketing purposes we will endeavor to receive the client's consent.

16. Weather Conditions, Natural Disasters and Pandemic

16a) To the extent permitted by law, TMAAT shall not liable for any damage or loss to property relating to weather:

i) Occurring during the supply of removal services;

ii) Where the client is aware, or ought to be aware, of the risk of damage or loss to property relating to weather and the client instructs TMAAT to proceed with supply of removal services; or

- iii) Where a client has been informed of the risk of damage or loss to property relating to weather and the client instructs TMAAT to proceed with the supply of removal services despite that information.
- 16b) Where TMAAT, in its discretion, deems that weather may increase the risks associated with the supply of removal services, TMAAT may:
- i) Cancel or postpone the supply of removal services;
 - ii) Reschedule the supply of removal services to a different date or time; or
 - iii) Require a client to enter into a waiver, to the effect that TMAAT will not be liable for damage or loss to property relating to weather, or any such claim, prior to supplying services.
- 16c) In the event that a Natural Disaster (as confirmed by government authority) or a Pandemic, delays or prevents either party to fulfill the obligation, such party will be pardoned from not fulfilling the obligation. A cancellation fee, discount or accommodation expenses will be excused that such delay/cancellation is caused by any such circumstance.
- 16b) TMAAT reserves the right to refuse service and/or cancel a booking to anyone not following COVID safe practices, e.g., not wearing PPE, not providing a COVID negative test result, or following Health Advice.
- 16c) Clients can change their booking date without penalty if they are unwell with any COVID symptoms or due to the result of a Natural Disaster/Pandemic out of our control. This may include but not limited to floods, bushfire, terrorist attacks.

17. Long Distance Moves

- 17a) Where a move is a Long Distance Move:
- i) Goods may be loaded into a container or vehicle and then reloaded into a different vehicle or container. This will only be done if the circumstance dictates that we are required to do so;
 - ii) Goods may be moved or delivered by road and/or by rail at the discretion of TMAAT,
 - iii) TMAAT will not be required to relay the means of transport to the Client,
 - iv) Where goods are moved or delivered by rail, at least in part:
 - a. the Goods may be moved or delivered through a third party, at least in part,
 - b. the Client acknowledges that containers to move goods by rail can only be booked 21 days or less in advance,
 - c. TMAAT will not be held responsible if TMAAT or a third party, such as a rail transport provider, is unable to provide rail passage or delivery on the required date, and
 - d. TMAAT reserves the right to change a date relating to a move, such as a booking date, to a date that is within 7 days of the scheduled date. Only necessary if circumstances change that is out of our control.
- 17b) If a Client is required to change or cancel a booking for a Long Distance Move:
- i) a \$495 administrative fee will be payable ('administrative fee'),
 - ii) the administrative fee may be withdrawn from any monies deposited with TMAAT,
 - iii) when the administrative fee is withdrawn from any monies deposited with TMAAT that amount or portion of the deposit is taken to be a non-refundable deposit, and
 - iv) the administrative fee or any outstanding proportion of the administrative fee may be charged to the Client.

AFRA Terms and Conditions
(AUSTRALIAN FURNITURE REMOVERS ASSOCIATION
CONTRACT FOR REMOVAL AND STORAGE)

1. Definitions

In these conditions:

- 1.1 "We" means Two Men and a Truck Pty. Ltd. 003 482 317, and "Us" and "Our" have corresponding meanings;
- 1.2 "You" means the party entering into the agreement for Services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, and "Your" has a corresponding meaning;
- 1.3 "Ancillary Services" means services which are ancillary to the Services, but which We do not offer or provide, including transportation by sea, rail or air, and transportation of vehicles, trailers, caravans, boats and animals;
- 1.4 "Goods" means all furniture and other effects which are to be the subject of the Services;
- 1.5 "Services" means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage;
- 1.6 "Subcontractor" means any person other than one of Our employees who, under any agreement or arrangement with Us (whether directly or indirectly) performs or agrees to perform the whole or any part of the Services;
- 1.7 "Third Party Provider" means any person who We have arranged to carry out any Ancillary Services;
- 1.8 Words in the singular include the plural, and words in one or more genders include all genders.

2. We are not Common Carriers

WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH. We reserve the right to refuse to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion

3. Your Obligations and Warranties

- 3.1 Information supplied by You. You warrant that any information which You have provided to Us and on which We have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work is accurate.
- 3.2 Owner or Authorised Agent. You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorised agent of the owner.
- 3.3 Presence at Loading/Unloading. You will ensure that You or some person on your behalf is present when the Goods are loaded or unloaded, except if they are being unloaded into or loaded from store.
- 3.4 Dangerous Goods. You warrant that the Goods do not include any firearms or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest unless You have disclosed to Us in writing the presence and nature of any such items prior to them being made available to Us for loading or storage. We may refuse to remove or store such items. If We discover any article or substance of this nature after the Goods have been received by Us, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any liability to You.
- 3.5 Fragile Goods and Valuable Items. You will, prior to the commencement of the removal or storage, give to Us written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment in any case having a value in excess of \$1,000.
- 3.6 Goods Left Behind or Moved in Error. You will ensure, to the best of Your ability, that all Goods to be removed (other than Goods being removed from store) or stored are uplifted by Us and that none is taken in error.

4. Method of Carriage, Subcontractors and Ancillary Services

- 4.1 Mode of Carriage. We shall be entitled to carry, or arrange for the carriage of, the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other goods being carried on or in the conveying vehicle or container) and by any reasonable means, including, where We consider it necessary or desirable, by sea, rail or air, and for that purpose, as Your agent, to arrange for a Third Party Provider effect such carriage by sea, rail or air.
- 4.2 Subcontractors. We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.
- 4.3 Liability of Subcontractors and Employees. Any provisions in these conditions which limit Our liability also apply to Our Subcontractors and to Our employees and to the employees of Our Subcontractors. For the purposes of this subclause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.
- 4.4 Ancillary Services. We will or may, at Your request and as Your agent, arrange to have Ancillary Services undertaken by Third Party Providers, but We accept no liability, including liability for any loss or damage, arising out of the provision of Ancillary Services. However, if We arrange for a Third Party Provider to undertake carriage of the Goods by sea, rail or air, and the Goods suffer loss or damage at some time when they are either in Our possession or the possession of the Third Party Provider, and if We cannot establish, on a balance of probabilities, that the Goods were in the possession of the Third Party Provider when that loss or damage occurred, the Goods will be deemed to have been in Our possession at the time.

5. Delivery

We shall not be bound to deliver the Goods except to You or a person authorised in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorised person there to receive them on Our arrival, or because We cannot gain access to the premises, or for any other reason beyond Our control, We will be entitled to unload the Goods into a warehouse, and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the Goods. If this happens, We will endeavour to contact you to ascertain whether You have any alternate instructions.

6. Storage Conditions

- 6.1 Inventory. We will prepare an inventory of Goods received for storage and will ask You to sign that inventory. You will be provided with a copy of the inventory. If You sign the Inventory, or do not do so and fail to object to its accuracy within 7 days of receiving it from Us, the inventory will be conclusive evidence of the Goods received by Us. The inventory will disclose only visible items and not any contents unless You ask for the contents to be listed, in which case We will be entitled to make a reasonable additional charge.
- 6.2 Contact Address. You agree to advise Us of an address to which We can forward any notice or correspondence, and to promptly notify Us of any change of address.
- 6.3 Price Changes. Our storage charges will be as quoted to You for the first 26 weeks of storage. After 26 weeks, We may change the storage charges from time to time on giving 28 days' written notice to You.
- 6.4 Warehouse Change. We are authorised to remove the Goods from one warehouse to another without cost to You. We will notify You of the removal and advise the address of the warehouse to which the Goods are being removed, not less than 5 days before removal (except in emergency, when such notice will be given as soon as possible).
- 6.5 Inspection of Goods in Store. You are entitled, upon giving Us reasonable notice, to inspect the Goods in store, but a reasonable charge may be made by Us for this service.
- 6.6 Removal From Storage. Subject to payment for the balance of any fixed or minimum period of storage agreed, You may require the Goods to be removed from store at any time on giving Us not less than 5 working days' notice. If You give Us less notice, We will still use Our best endeavours to meet your requirement, but shall be entitled to make a reasonable additional charge for the short notice.
- 6.7 Compulsory Removal and Disposal/Sale. You agree to remove the Goods from storage within 28 days of a written notice of requirement from Us to do so. In default, We may, after 14 days' notice to You, SELL ALL OR ANY OF THE GOODS by public auction or on Ebay or a similar online auction sale facility or and apply the net proceeds in satisfaction of any amount owing by You to Us.
- 6.8 Sale of Goods. For the purposes of preparing for the sale of the Goods under clauses 6.7 or 7.5 or otherwise as permitted by law, We are authorised by You to open any boxes in storage to inspect and identify the contents and We may at Our discretion decide which contents will be offered for sale to the general public. At Our discretion, any items we do not offer for sale may be stored by Us for such period as We consider appropriate and We may invite You to collect those items from Us once We have been paid all moneys due by You to Us for Services provided under this or any other agreement. If We fail to sell the Goods at public auction or Ebay, We may at Our option pay \$1 for the Goods and at Our discretion dispose of the Goods.

7. Charges and Payments

- 7.1 Variation of Work Required and Delay. If the work You ultimately require Us to do varies from the work for which a quotation or estimate has been given, or if We are prevented from or delayed in undertaking the Services or any part thereof (except where that prevention or delay results from a factor within Our control), we will also be entitled to make a reasonable additional charge. We will also be entitled to reimbursement from You of any amount which We have been required to pay to a third party (other than a Subcontractor) to obtain or effect delivery of the Goods.
- 7.2 Alteration of Dates. If a date for the performance by Us of any Services is agreed upon in the quotation and acceptance or subsequently, and You require that date to be altered or the Goods are not available on that date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.
- 7.3 Payment by Third Party. If You arrange with Us or instruct Us that Our charges are to be paid by a third party, and if that party does not pay the charges within 14 days of the date set for payment or, if no date is set for payment, within 14 days of the date of invoice, You agree to thereupon pay the charges.
- 7.4 Default Charges. If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000 from time to time, calculated on monthly rests.
- 7.5 Contractual Liens. All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Services provided under this or any other agreement. Without prejudice to any other rights which We may have under this contract or otherwise at law, if any amounts have been outstanding for a period of 26 weeks, We may give 28 days' written notice to You of intention to sell, and if the outstanding amount is not paid within that period, We may SELL ALL OR ANY OF THE GOODS and exercise any other rights We have under clause 6.8 relating to the sale of the Goods and apply the net proceeds in satisfaction of the amount due.

8. Loss or Damage – Private Removals and Storage

- 8.1 Australian Consumer Law. Except where the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, this agreement will be subject to the guarantees set out in sections 60, 61 and 62 of the Australian Consumer Law (as enacted as Schedule 2 of the Competition and Consumer Act 2010) being, in particular, a guarantee that the Services will be rendered with due care and skill, and the following conditions of this clause 8 will apply.
- 8.2 Negligence. We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor). We will not be liable for loss or damage to the Goods caused or contributed to by You or someone else that We are not responsible for at law.
- 8.3 Exclusions. We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers.
- 8.4 Damage to Goods – Packaging. If the Goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by Us or a Subcontractor, We will not be liable.
- 8.5 Damage to Goods – Inherent Risk. Certain goods (including electrical and mechanical appliances, computer equipment, scientific instruments and certain musical instruments) are inherently susceptible to suffer damage or disorder upon removal. Unless that damage or disorder results from a failure to exercise due care and skill on Our part, We will not be liable.
- 8.6 Damage to Goods – Furniture Items. If You have elected not to take out any insurance over furniture items whilst in transit or storage and We (or Our Subcontractor) did not package any furniture items for You prior to transit or storage, We will only be liable for damage to the furniture items up to an amount of \$500 per item. This cap on Our liability to You does not apply if there is evidence that We (or Our Subcontractor) failed to exercise due care and skill and this failure is what caused the damage.

- 8.7 Lost, Stolen or Misplaced Items. If You have elected not to take out any insurance over the Goods whilst in transit or storage, and We (or Our Subcontractor) have not packed the Goods for You, We will only be liable for lost, stolen or misplaced boxes or items up to an amount of \$300 per box. This cap on Our liability to You does not apply if You provided Us with a completed inventory including valuation of the contents of the box containing the Goods prior to commencement of transit or storage and there is evidence that We (or Our Subcontractor) failed to reasonably secure the Goods whilst in Our custody or care.
- 8.8 Notification of Loss or Damage. You will be asked to sign an inventory or other documents at the conclusion of the transit and You are responsible at that time to confirm that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition. Any claim for loss or damage under this clause 8 is to be notified by You to Us in writing, or by telephone and later confirmed in writing, as soon as possible and within a reasonable time after the date of delivery. We will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if that notification is given to Us within 2 working days.
- 8.9 Maximum Value of Goods. In any claim for loss or damage under this clause 8, any estimate of the inventory and value of the Goods which You have provided to Us, whether for the purposes of insurance or otherwise, will be prima facie evidence that the total value of the Goods did not exceed that estimate at the time of loss or damage.

9. Loss or Damage – Commercial Removals and Storage

- 9.1 Application. If the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, the following conditions of this clause 9 will apply.
- 9.2 Exclusions. We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers.
- 9.3 Negligence. We will only be liable for the proportion to which the loss or damage to the Goods is caused by or contributed to by Our negligence (including the negligence of any Subcontractor, but excluding the negligence of any Third Party Provider), and in any event that liability will be limited to \$100 per item or package, or \$1,000 in respect of all Goods moved or stored under this agreement (whichever is the lesser).
- 9.4 Claims. You will be asked to sign an inventory at or other document the conclusion of the transit and You are responsible at that time to confirm that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition. In circumstances where We are liable under this clause 9, notice of the claim must be given by You to Us as soon as possible, and written notice must be given within 14 days of the date of delivery or, in the case of loss, the date upon which the Goods would ordinarily have been delivered, failing which We will have no further liability.

10. Insurance

- 10.1 Our Insurance. We offer to arrange for the Goods to be insured during transit and storage, and details of the type of insurance and the rates are set out in Our quotation and/or will be provided on request. This insurance will only be arranged if You request Us in writing to do so (including by so indicating in Your written acceptance of Our quotation).
- 10.2 Other Insurance. You may, of course, arrange insurance with an insurer of Your choice.

11. Disputes

- 11.1 Notification of Dispute. If You or We consider that a dispute has arisen in relation to this agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, You and We must continue to perform any obligations outstanding by Us under the agreement.
- 11.2 Dispute Resolution. If You and We cannot resolve the dispute between Us, You are entitled to refer the dispute to the Australian Furniture Removers Association (telephone 1800 671 806) which has procedures for dispute resolution, and We, but not You, will be bound by the outcome of that referral.

12. Variation and Notice

- 12.1 Variation. The terms of these conditions cannot be varied other than by Your and Our mutual consent. Our consent can only be given by a proprietor, director, secretary or manager, and must be evidenced in writing.
- 12.2 Notice. Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address last known to Us, or by facsimile to a facsimile number at that address, or by electronic mail.

13. Applicable Law

The law which governs this agreement will be the law applicable in the place in which the agreement is made.

Financial Services Guide (FSG)

Two Men And A Truck Pty Ltd can assist you to obtain insurance to protect your goods while they are in transit or storage. This is because we are an authorized representative of Cowden (VIC) Pty Ltd (AFSL 245658), a licensed insurance broker.

This FSG describes the insurance services that Two Men And A Truck Pty Ltd can provide to you. It also covers the charges for those services, your rights as a client and how any complaints you may have will be dealt with.

How we can help with your insurance

We hold a Customer Goods in Transit and Storage insurance policy. On your behalf, we can arrange for this policy to cover you. Alternatively, you can obtain insurance from an insurance company of your own choice.

If you ask us to arrange Customer Goods in Transit and Storage insurance, we will give you a Product Disclosure Statement (PDS). This will describe the main features of the policy. You should read the PDS to decide if the policy suits your needs, objectives and financial situation before you decide whether to obtain it because we cannot advise you about your insurance needs.

Cowden (VIC) Pty Ltd is an insurance broker and is licensed to advise on and deal in General Insurance. If you need advice or your insurance needs are different from the cover available in our policy, we can refer you to Cowden (VIC) Pty Ltd on (03) 9686 6500 who will be able to assist you.

How we are paid

For arranging for you to be insured under our policy, we receive the difference between the amount you pay us for your insurance and the cost of the premium we pay for the policy (which is based upon our annual turnover) and the amount we pay for claims under \$2,000. The amount you pay us is based on the value of the goods we are removing or storing on your behalf.

Our staff who arrange your insurance are paid a salary. In addition to this, they receive a commission of 0% - 40% of the amount you pay for arranging the policy to cover you.

In addition, Cowden (VIC) Pty Ltd received a commission of 0-20% for arranging our policy. They do not receive any amount when we arrange for the policy to cover you.

Complaints and disputes about our services

We are a member of the Australian Furniture Removers Association (AFRA). AFRA handles all complaints or disputes about our services. Contact the Executive Director at AFRA.

AFRA may be contacted at: Unit 6/7 Packard Avenue,
BAULKHAM HILLS NSW 2153
T: 1800 671 806

If you have a concern, complaint or dispute about the policy which involves a claim, contact the Manager at Cowden (VIC) Pty Ltd on (03) 9686 6500. They will try to resolve your problem immediately. If they are unable to do so, you can request that your problem be considered by their internal dispute resolution process.

If you are not happy with their decision, you may take your complaint to the Australian Financial Complaints Authority (AFCA), an external dispute resolution. AFCA can be contacted on 1800 931 678.

Professional Indemnity Insurance

Cowden (VIC) Pty Ltd has professional indemnity insurance in place which covers them, their employees and Two Men And A Truck Pty Ltd for any errors or mistakes relating to our insurance services. This insurance meets the requirements of the Corporations Act and meets claims relating to us, our employees or Cowden's employees even after they cease to act for Cowden (VIC) Pty Ltd, provided that the insurer is notified of the claim when it arises, and this is done within the relevant policy period.

Privacy Statement

We are committed to protecting your privacy. We use the information you provide to advise about and assist with your insurance needs. We provide your information to insurance companies and agents that provide insurance quotes and offer insurance terms to you or the companies that deal with your insurance claim (such as loss assessors and claims administrators). Your information may be given to an overseas insurer (like Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will try to tell you where those companies are located at the time of advising you. We do not trade, rent, or sell your information. If you do not provide us with full information, we can't properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty of disclosure. For more information about how to access the personal information we hold about you and how to have the information corrected and how to complain if you think we have breached the privacy laws, ask us for a copy of our Privacy Policy or visit our website; www.cowden.com.au under heading - Resources - sub section Forms.

Cowden (VIC) Pty Ltd holds Australian Financial Services License number 245658 and can be contacted on 03 9686 6500.

Customer Goods In Transit and Storage Insurance

Product Disclosure Statement



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About Your Customer Goods in Transit and Storage Insurance

About the Insurers

This product is jointly issued by the Insurers, Zurich Australian Insurance Limited and Insurance Australia Limited trading as CGU Insurance together the 'insurers'. The insurers are jointly responsible for the content of this PDS.

About Zurich

Zurich Australian Insurance Limited (Zurich), ABN 13 000 296 640, AFS Licence Number 232507 of 118 Mount Street, North Sydney 2060, insures the goods in transit and storage cover, other than the risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage while the goods are in storage.

About CGU

Insurance Australia Limited, ABN 11 000 016 722, AFS Licence Number 227681 trading as CGU Insurance (CGU) of 181 William Street Melbourne VIC 3000 insures the risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage while the goods are in storage.

In this document, the Insurers may also be expressed as 'Insurer', 'we', 'us' or 'our'.

To contact Zurich, please call 132 687 or if You need to contact CGU, please call 132 481.

About the Coverholder

The Coverholder of this product is the Removal Company shown on the Certificate of Insurance. A Customer of the Removal Company, also referred to as "You" in this PDS, has a right to recover under the insurance policy only through Section 48 of the Insurance Contracts Act 1984 (Cth) and is not a party to the contract of insurance. Only the Coverholder is able to vary or cancel the policy, however You can also make decisions that affect whether You are covered by the policy, for example, by choosing whether or not to request the Removal Company to insure Your Goods.

About this Product Disclosure Statement

This Product Disclosure Statement (PDS) provides information about the main features of the Customer Goods in Transit and Storage Insurance.

This PDS is an important document. You should read it carefully before making a decision to purchase this product.

This PDS will help You to:

- decide whether this product will meet Your needs; and
- compare this product with other products You may be considering.

Please keep this PDS in a safe place.

The information contained in this PDS is general information only.

Who to contact

Your first point of contact about Your insurance coverage should be Your Removal Company. If they cannot answer Your enquiry, You can contact Cowden (VIC) Pty Ltd (of whom Your Removal Company is an authorised representative) by telephone (03) 9686 6500, email insurance.vic@cowden.com.au, facsimile (03) 9686 3900 or letter PO Box 33044, Melbourne, VIC 3004.

Customer Goods in Transit and Storage Insurance

This Customer Goods in Transit and Storage Insurance is designed for domestic or other removals either within Australia, from Australia to selected destinations overseas or international removals where coverage has been arranged in Australia.

You may select from a number of cover options for loss or damage to Your Goods.

Full Cover

Full Cover insures You for all Accidental loss or damage to Your Goods during transit from any external cause, including Accidental damage during packing, loading and unloading by the Removal Company.

Restricted Cover

Restricted Cover only provides coverage for Accidental loss or damage which occurs as a result of:

- Fire, explosion, lightning or flood;
- Overturning, jackknifing and/or derailment of conveyance;
- Collision of vessel, aircraft or conveyance;
- Crashing or forced landing of any aircraft;
- Stranding, sinking, or contact of vessel with any external object other than water;
- Entry of water into any vessel, hold, container liftvan or place of storage;
- Discharge of goods at a port of distress;
- Jettison of goods from a vessel; or
- Theft, Pilferage or Non delivery of an entire package or item.

Australia Wide Storage Only Cover

Australia Wide Storage Only Cover insures loss or damage to the customer's goods during storage in Australia, resulting from:

- Fire, lightning;
- Aircraft;
- Earthquake;
- Storm and tempest, flood, water from fixed pipes or systems;
- Riots, strikes and civil commotion;
- Explosion and impact damage; or
- Burglary – Limited to \$25,000 per customer.

Significant issues to consider

Insurance contracts contain policy exclusions, policy terms and conditions and policy limits and sub-limits that You should be aware of when deciding whether to be covered by this product. These may affect the amount of the payment that we will make to You if You have a claim.

We may express some policy terms, policy limits or sub-limits as being either a dollar amount or a percentage of the insured value, or some other amount, factor or item specified in the relevant clause within this document.

The Coverholder may vary the policy with our consent and alter the cover under the policy. If that occurs, we will issue a new PDS, provide a PDS update or otherwise advise You of any such changes in accordance with applicable laws.

It is a condition of provision of cover in respect of a Customer under the policy that the Coverholder obtains the agreed information in the Insurance Declaration from each Customer before cover is provided to that Customer and, subject to the provisions of the Insurance Contracts Act 1984 (Cth), we will not be liable to provide or to pay benefits where there has been misrepresentation or non-disclosure by a Customer. For these purposes we will treat You as if You did owe a duty of disclosure to us (see Special Condition 6.12 Applications for Cover).

Make sure you have the cover you need

You should consider the appropriate amounts and risks for which You need to be insured. If You do not obtain adequate coverage for the relevant risks, You may have to bear any uninsured losses Yourself.

Refer to "Basis of Settlement" below.

Basis of Settlement

You can choose whether Your Goods are insured on a “Replacement Cost” basis or for “Market Value”.

Under the Replacement Cost basis, if Your Goods are lost or totally destroyed, You receive the new replacement cost or the maximum of the specifically declared item value nominated on the Insurance Declaration but in no case will the value exceed the current market replacement value subject to the customer’s total declared value.

Under the Market Value basis, You only receive the replacement cost less a reasonable allowance for age, condition wear, tear and depreciation.

The correct Basis of Settlement selection is vital as an incorrect selection may possibly leave You without sufficient funds to cover Your loss.

If Your Goods are damaged, the reasonable cost of repair will be covered for an accepted claim regardless of which Basis of Settlement You have elected.

The following table sets out the Basis of Settlement and restrictions for specific items:

Item	Basis of settlement / restrictions
Computers and computer accessories Clothing Motor vehicles, motor bikes, caravans, boats and trailers	Market value only
Office, hotel, factory and any other business goods including plant and machinery	The lesser of the invoice value or the market value of Your Goods at the time of loss plus insurance, packing and freight
Pairs and sets	Only the lost or damaged part or parts covered
Antique(s), works of art and fine art	Reasonable cost of repair but not any depreciation or loss of value caused by the loss or damage. Maximum 10% of the declared value of the item for any depreciation or loss of value as a result of the repairs
Motor vehicles or motor bikes being driven under their own power	Not covered unless being driven by an authorised representative of the Removal Company for the purpose of loading or unloading or to and from Customs or Quarantine areas within the approved Removal Company or agent’s premises
Valuables worth more than \$1,000	Limited to a maximum of \$1,000 unless each item is specifically declared and valued in Your Insurance Declaration
Owner packed cartons	Maximum of \$500 per carton for non delivery unless an itemised valued list of contents is supplied to the Removal Company prior to the commencement of transit. Goods packed by You are insured only for restricted cover unless otherwise agreed and noted on the Certificate of Insurance

Additional Benefits Covered

The following additional policy benefits are automatically included and provide cover for amounts in excess of the declared value. For full particulars, please refer to Additional Benefits Covered on page 11.

Additional Benefits Covered	
General Average	In relation to transit by sea, cover for general average including salvage charges
Temporary Accommodation	The reasonable cost of temporary accommodation costs of \$200 per day for 30 days or until Your Goods are delivered, whichever occurs first, as a result of an insured risk and Customer's Goods not delivered by the contracted delivery date

Excesses can apply

A Customer Excess applies under the policy. This excess is not an additional fee charged by us at the time of making a claim. Rather it is the uninsured first portion of a loss for which You are otherwise covered. The Removal Company must pay the first \$2,000 in respect of a claim and You must pay the amount shown in the Certificate of Insurance.

Exclusions

This policy contains a number of exclusions, some of which are common in insurance policies. For example, we may not pay for loss or damage arising out of:

- Wear and tear, moths, vermin infestation, corrosion, contamination or deterioration;
- Mould, mildew or fungus, unless caused by an insured event and not otherwise excluded, except if agreed and noted on the Certificate of Insurance;
- Terrorism (storage risk only).

Some of the exclusions may be less common. Before making a decision about whether to obtain the benefit of coverage under this product, You should read the full details of all relevant exclusions.

Please refer to 'Exclusions From and Limitations of Cover' on page 13 for full details of these.

Special Conditions

Special conditions applicable to this product include conditions that apply in certain circumstances as well as Your obligations with which You need to comply. Please refer Special Conditions from page 15.

Special conditions include the following:

Termination of Authorised Representative Agreement	If the Removal Company is no longer an authorised representative for one of the reasons listed, the Insurers agree to manage and settle claims direct with the Customer
Loss of Customers' Pre Paid Removal Costs and Pre Paid Removal Deposits	In event of Removal Company liquidation, receivership, administration or bankruptcy, where the Removal Company does not perform the removal, this covers the refund of any such pre-paid amounts, where nominated

You should make yourself aware of all the terms and conditions that apply. If You do not meet them, we may be able to decline Your claim or reduce the claim payment.

Change of circumstances

You should also notify the Removal Company or us as soon as possible when Your circumstances change if they are relevant to Your cover. For instance, if You change the destination Your Goods are to be delivered to or You purchase or store additional goods. If You do not tell Your Removal Company or us of these changes, in the event of a claim You may not receive sufficient funds to cover Your loss.

Duty of Disclosure

This contract of insurance will be governed by either the Insurance Contracts Act 1984 (Cth) or the Marine Insurance Act 1909 (Cth).

Duty of Disclosure under the Insurance Contracts Act 1984

Before You enter into an insurance contract, you have a duty to tell us anything that You know, or could reasonably be expected to know, may affect our decision to insure You and on what terms.

You have this duty until we agree to insure You.

You have the same duty before You renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure You for;
- is common knowledge;
- 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, 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.

Duty of Disclosure under the Marine Insurance Act 1909

Your attention is drawn to Sections 23 to 27 of the Marine Insurance Act 1909 (Cth) and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. Further, You have an obligation to disclose to us every material circumstance which is known to You and/or which in the ordinary course of business ought to be known to You. Every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether they will take the risk. If there is a failure to make such disclosure, we may avoid the contract.

Our contract with the Coverholder

The Insurers and the Coverholder have agreed policy terms. The policy is a contract of insurance between the Coverholder and the Insurers and contains all the details of the cover we provide.

This policy is made up of:

- the policy wording. It states what is covered, sets out the claims procedure, Exclusions and other terms and conditions of cover;
- the proposal, which is the information provided by the Coverholder to us;
- the Insurance Declaration, which is the information provided by You to us;
- the most current Policy Schedule issued by us. The Policy Schedule is a separate document unique to the Coverholder. It includes any changes, Exclusions, terms and conditions and may amend the policy;
- the most current Certificate of Insurance issued to You by the Removal Company. The Certificate of Insurance is a separate document unique to You. It includes any changes, Exclusions, terms and conditions and may amend the policy; and
- any other changes advised by us in writing (such as an endorsement). These changes vary or modify the above documents.

Please note, You are only covered for the cover option and risks shown as covered in the Certificate of Insurance.

How we calculate premiums

The amount we charge to cover Your Goods is made up of a premium and any government taxes and charges applicable.

The amount we charge varies depending on the information we receive from You about the risk to be covered by us. The higher the risk is the higher the charge. Some of the factors impacting the amount charged to cover Your Goods are:

- the value of the goods being removed or stored;
- the basis of settlement You select (market value or replacement value);
- the risk covered (transit and/or storage);
- the distance the goods are transported and/or the period for which the goods are stored; and
- the level of cover selected (Full Cover or Restricted Cover).

How you pay for the cover

The amount You are charged in respect of the insurance cover will be shown on Your Certificate of Insurance.

You must pay the charges in respect of transit insurance when You pay Your removal charges. Your Removal Company will invoice You for the charges in respect of storage insurance at the same time as the storage charges.

Goods and Services Tax

The insured values that You choose should include Goods and Services Tax (GST). In the event of a claim, if You are not registered for GST, we will reimburse You the GST component. If You are registered for GST, You will need to claim the GST component from the Australian Taxation Office.

You must advise us of Your correct input tax credit percentage where You are registered as a business and have an Australian Business Number. Any GST liability arising from Your incorrect advice is payable by You.

Cooling-off Period

After You apply for this product and You have received the PDS, You have 21 days to check that the cover meets Your needs. Within this time You may cancel the cover and receive a full refund of any amount paid in respect of the insurance, unless:

- the removal and /or storage of Your Goods has commenced;
- You have made a claim or become entitled to make a claim; or
- You have exercised any right or power You have in respect of Your cover or the policy has ended.

Your request will need to be in writing and forwarded to the Removal Company or to the address detailed on the removal contract or invoice.

How to make a claim

If You need to make a claim, please refer to Claims Procedure on page 13. If You have any queries please contact Your Removal Company as soon as possible or Cowden (03) 9686 6500.

Privacy

Zurich and CGU are bound by the Privacy Act 1988 (Cth). We collect, disclose and handle information, and in some cases personal or sensitive (eg health) information, about You ('Your details') to assess applications, administer policies, contact You, enhance our products and services and manage claims ('Purposes'). If You do not provide Your information, we may not be able to do those things. By providing us, our representatives or Your intermediary with information, You consent to us using, disclosing to third parties and collecting from third parties Your details for the Purposes.

We may disclose Your details, including Your sensitive information, to relevant third parties including Your intermediary, affiliates of Zurich Insurance Group Ltd, affiliates of CGU, Cowden, Your Removal Company, other insurers and reinsurers, our service providers, our business partners, health practitioners, Your employer, parties affected by claims, government bodies, regulators, law enforcement bodies and as required by law, within Australia and overseas.

We may obtain Your details from relevant third parties, including those listed above. Before giving us information about another person, please give them a copy of this document. Laws authorising or requiring us to collect information include the Insurance Contracts Act 1984 (Cth), Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), Corporations Act 2001 (Cth), Autonomous Sanctions Act 2011 (Cth), A New Tax System (Goods and Services Tax) Act 1999 (Cth) and other financial services, crime prevention, trade sanctions and tax laws.

Zurich's Privacy Policy, available at www.zurich.com.au or by telephoning us on 132 687 and CGU's privacy policy, available at www.cgu.com.au/insurance/privacy-security or by telephoning 132 481, provides further information and lists service providers, business partners and countries in which recipients of Your details are likely to be located. They also set out how we handle complaints and how You can access or correct Your details or make a complaint.

General Insurance Code of Practice

Zurich and CGU are signatories to the General Insurance Code of Practice (the Code) and we support the Code.

The objectives of the Code are:

- to commit us to high standards of service;
- to promote better, more informed relations between us and You;
- to maintain and promote trust and confidence in the general insurance industry;
- to provide fair and effective mechanisms for the resolution of complaints and disputes You make about us; and
- to promote continuous improvement of the general insurance industry through education and training.

Further information about the Code and Your rights under it is available at www.codeofpractice.com.au or by contacting us.

Complaints and Disputes Resolution process

If You have a complaint about an insurance product we have issued or service You have received from us, please contact the Manager at Cowden (VIC) Pty Ltd on (03) 9686 6500 to initiate the complaint with us. If You are unable to contact Cowden, You can contact Zurich directly on 132 687 or CGU directly on 132 481. We will acknowledge receipt of Your complaint within 24 hours or as soon as practicable.

If You are not satisfied with our initial response, You may use our internal dispute resolution process.

Stage 1 – Handling your Complaint

We will respond to Your complaint within 15 business days provided we have all the necessary information and have completed any investigation required. If more information or investigation is required, we will agree reasonable alternative timeframes with You. We will keep You informed of the progress of Your complaint at least every 10 business days unless otherwise agreed.

Stage 2 – Internal Dispute Resolution

If You are not satisfied with our response or we cannot agree on reasonable alternative timeframes, Your complaint will be registered as a dispute and it will be reviewed through our Internal Dispute Resolution process.

We will respond to Your dispute within 15 business days of Your request to review our decision provided we have all necessary information and have completed any investigation required. If we cannot meet this timeframe because additional information or investigation is required, we will seek to agree an alternative timeframe with You. We will keep You informed of the progress of Your dispute at least every 10 business days unless otherwise agreed.

If You are still not satisfied with our response or we cannot agree on reasonable alternative timeframes, You can refer the matter to the External Dispute Resolution.

Stage 3 – External Dispute Resolution

You may take Your complaint to the Australian Financial Complaints Authority (AFCA) at any time and if we are unable to resolve Your complaint within 45 calendar days from the date You first made Your complaint.

AFCA is an independent external dispute resolution scheme. 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 You.

Their contact details are:

Website: www.afca.org.au

Email: info@afca.org.au

Freecall: 1800 931 678

In writing to: The Australian Financial Complaints Authority, GPO Box 3, Melbourne, Victoria 3001.

If Your complaint or dispute 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.

Financial Claims Scheme

Zurich and CGU are insurance companies authorised under the Insurance Act 1973 (Cth) to carry on general insurance business in Australia. As such, Zurich and CGU are subject to prudential requirements and standards, regulated by the Australian Prudential Regulation Authority (APRA).

This policy may be a protected policy under the Federal Government's Financial Claims Scheme, (FCS) which is administered by APRA.

The FCS may apply in the event that a general insurance company becomes insolvent. If the FCS applies, a person who is entitled to make a claim under this insurance policy may be entitled to a payment under the FCS. Access to the FCS is subject to eligibility criteria.

Further information about the FCS can be obtained at <http://www.fcs.gov.au>.

Headings

Headings have been included for ease of reference, but do not form part of the policy.

Updating this PDS

Certain information in this PDS may change from time to time. If the updated information is not materially adverse from the point of view of a reasonable person deciding whether or not to purchase this product, a paper copy of the updated information will be available free of charge upon request, by contacting Your Removal Company or us by using the contact details on the back cover of this document. Please note that we may also choose to issue a new PDS or supplementary PDS in other circumstances.

Customer Goods In Transit and Storage Insurance Cover

Each Insurer will provide the cover specified as insured by that Insurer in the Certificate of Insurance in the terms set out in this PDS.

1. Definitions

When used in this PDS, or the Certificate of Insurance, the following definitions will apply:

1.1 Accidental

Accidental means an event that is not intended or expected to happen and is an unintended, unforeseen, unlooked for happening or mishap, which could not reasonably be expected nor designed by You or the Removal Company who has actual knowledge of the means of transportation of Your Goods.

1.2 Certificate of Insurance

Certificate of Insurance means the document provided to the Customer setting out details of the Customer Goods in Transit Insurance.

1.3 Customer

Customer means a person who requests insurance cover under the policy and pays the Insurance Charge specified in the Certificate of Insurance. Customers are third party beneficiaries under the policy in accordance with Section 48 of the Insurance Contracts Act 1984 (Cth).

1.4 Customer's Goods or Your Goods

Customer's Goods or Your Goods means physical property which a Customer has asked the Removal Company to move and/or store including:

- (a) Household goods and personal effects of every description including antiques, works of art, fine art, jewellery, motor vehicles, motor bikes, boats, trailers, caravans, removal and shipping costs for such items; and
- (b) Office, hotel, factory and any other business contents of every description including computers and all ancillary equipment, plant and machinery.

1.5 Removal Company

Removal Company means the removal company and all its associated and subsidiary or nominated companies, sub-contractors (and their employees) and any freight forwarder, shipping company or airline, rail company and any other agent(s) and subcontractor(s) with whom the removal company has contracted to move a Customer's Goods. The removal company is the Coverholder.

1.6 Storage

Storage means:

- (a) any storage of a Customer's Goods at the Customer's request in an authorised warehouse or compound by the Removal Company; and
- (b) in respect of overseas transit, storage prior to, during, or after Transit is covered for a maximum of 30 days at uplift and 60 days after arrival of the ship at destination. Subject to payment of an additional charge the policy can be extended for further periods by giving notice to the Removal Company prior to expiry of the agreed storage period.

1.7 Transit

Transit means all conveyances including road and/or rail and/or air and/or vessel to and from ports and or places anywhere in Australia or the world. Transit commences when a Customer's Goods are first moved and/or uplifted within the house, office, hotel, factory or any other business by the Removal Company for the purpose of transit and ceases when a Customer's Goods are last moved by the Removal Company after delivery to their final destination or such other place as the receiver may instruct. Transit includes packing/unpacking of a Customer's Goods by the Removal Company at uplift or delivery and any storage which is incidental to the transit.

1.8 You or Your

You or Your means the Customer.

2. Risks Covered

Where the Customer has requested the Removal Company to insure the Customer's Goods, depending on the risks and period of cover and basis of settlement selected by the Customer, this policy insures the Customer's Goods as set out below:

2.1 Full Cover

Full Cover insures all Accidental loss or damage to the insured Customer's Goods during Transit from any external cause including Accidental damage during packing, loading and unloading by the Removal Company or its representatives, except where such loss or damage is excluded in Clause 4. "Exclusions From and Limitations on Cover". However, regardless of which cover the Customer selects, Customer's Goods packed by the Customer are insured only for Restricted Cover unless otherwise agreed and noted on the Certificate of Insurance.

2.2 Restricted Cover

Restricted Cover insures loss or damage to the Customer's Goods during Transit resulting from:

- (a) Fire, explosion, lightning or flood;
- (b) Overturning, jackknifing and/or derailment of conveyance;
- (c) Collision of vessel, aircraft or conveyance;
- (d) Crashing or forced landing of any aircraft;
- (e) Stranding, sinking, or contact of vessel with any external object other than water;
- (f) Entry of water into any vessel, hold, container liftvan or place of storage;
- (g) Discharge of goods at a port of distress;
- (h) Jettison of goods from a vessel; or
- (i) Theft, Pilferage or Non delivery of an entire package or item.

2.3 Australia Wide Storage Only Cover

Australia Wide Storage Only Cover insures loss or damage to the customer's goods during storage in Australia, resulting from:

- (a) Fire, lightning;
- (b) Aircraft;
- (c) Earthquake;
- (d) Storm and tempest, flood, water from fixed pipes or systems;
- (e) Riots, strikes and civil commotion;
- (f) Explosion and impact damage; or
- (g) Burglary – Limited to \$25,000 per customer.

2.4 Additional Benefits Covered

In addition to the cover set out above under Full Cover and Restricted Cover:

2.4.1 General Average

In relation to transit by sea, You are covered for general average including salvage charges, adjusted or determined according to the removal contract and/or the governing law and practice, which are incurred to avoid or in connection with the avoidance of loss from any cause other than those excluded elsewhere in the policy.

2.4.2 Temporary Accommodation

Where loss or damage occurs as a result of an insured risk under the policy and as a result the insured Customer's Goods have not been delivered to the residential destination by the contracted delivery date, the policy will cover the reasonable cost of temporary accommodation costs of \$200 per day and will cease at either the delivery of the goods to the destination or a maximum period of 30 days whichever occurs first. This payment will be in addition to the total declared value.

3. Basis of Settlement

Depending on the Basis of Settlement selected by the Customer, if loss or damage occurs as a result of an insured risk, the Insurers will pay the Replacement Cost or Market Value as applicable, up to the declared value of any item (and subject to the restrictions set out below):

3.1 Replacement Cost

Replacement Cost means:

- (a) In the event of damage, the reasonable cost of repairs or restoration.
- (b) For any items lost or totally destroyed, full replacement cost or the maximum of the specifically declared item value nominated on the Insurance Declaration but in no case will the value exceed the current market replacement value.

Regardless of which Basis of Settlement is selected, the Insurers will only pay Market Value for the following items:

- (i) computers and computer accessories;
- (ii) clothing; and
- (iii) motor vehicles, motor bikes, caravans, boats and trailers.

3.2 Market Value

Market Value means:

- (a) in the event of damage, the reasonable cost of repairs or restoration; or
- (b) for any items lost or totally destroyed, their replacement cost less a reasonable allowance for age, condition, wear and tear and depreciation.

3.3 Office, hotel, factory and any other business goods including plant and machinery

For office, hotel, factory and any other business goods, including plant and machinery, the Insurers will only pay:

- (a) the lesser of the invoice value or the market value of the goods at the time of loss; and
- (b) agreed charges for insurance, packing and freight.

3.4 Pairs and sets

Where one or more articles in a pair or set (including lounge suites) are lost or damaged, unless otherwise agreed and noted in the Certificate of Insurance, the policy only covers the lost or damaged part or parts. The Insurers will not pay more than a proportionate part of the insured value of the pair or set without reference to any special value which they may have as a pair or set or depreciation or loss of value.

3.5 Antique(s), works of art and fine art

For antique(s), works of art and fine art, the Insurers will only pay the reasonable costs of repair and will not pay any depreciation or loss of value caused by the loss or damage. In addition to this, should there be any depreciation or loss of value as a result of the repairs, subject to an independent and approved valuation, the Insurers will pay a maximum amount of 10% of the declared value of the item for any depreciation or loss of value.

3.6 Excess

The Removal Company must pay the first amount of the Removal Company Excess shown in the Certificate of Insurance in respect of any one claim in accordance with the policy and the Customer must contribute the Customer Excess shown in the Certificate of Insurance.

4. Exclusions From and Limitations on Cover

4.1 Motor vehicles

The policy does not cover motor vehicles or motor bikes while they are being driven under their own power unless they are being driven by an authorised representative of the Removal Company for the purpose of loading or unloading or to and from Customs or Quarantine areas within the approved Removal Company or agent's premises.

4.2 Valuables

The policy does not cover loss or damage to any antique, curio, piece of jewellery, plate, precious object, work of art, fine art, medal, money, coin, stamp, collection of items, fur, piece of precision equipment or professionally packed carton by the Removal Company, the value of which exceeds \$1,000 (or other agreed limit noted on the Certificate of Insurance) unless each item is specifically declared and valued on the list of items to be insured on the Insurance Declaration.

4.3 Owner packed cartons

Non-delivery of an owner packed carton is limited to \$500 per carton unless an itemised valued list of contents is supplied to the Removal Company prior to the commencement of the Transit. Regardless of which cover the Customer selects, Customer's Goods packed by the Customer are insured only for Restricted Cover unless otherwise agreed and noted on the Certificate of Insurance.

4.4 Exclusions

4.4.1 The policy does not cover loss or damage or expense caused by:

- (a) delay, loss of use of property or any other form of consequential loss of any description;
- (b) loss of data of any description from computer hardware or software;
- (c) confiscation or detention by customs or other official or authorities;
- (d) wear and tear, moths, vermin, infestation, corrosion, contamination or deterioration;
- (e) mould, mildew or fungus;
- (f) atmospheric or climatic conditions unless agreed and noted on the Certificate of Insurance;
- (g) inherent vice or nature of the subject matter or vibration;
- (h) mechanical, electrical or electronic breakdown or derangement of goods where there is no external evidence that an insured event has occurred unless agreed and noted on the Certificate of Insurance; or
- (i) nuclear risks which means the use, existence or escape of nuclear weapons materials or ionizing radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.

4.4.2 The policy excludes any loss, damage, liability or expense arising from terrorism and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

For the purposes of this clause, terrorism means any act(s) of any person(s) or organization(s) involving the causing, occasioning or threatening of harm of whatever nature and by whatever means or putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organization(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Notwithstanding any provision to the contrary contained in this policy, it is agreed that this policy covers loss or damage to the Customer's Goods caused by any terrorist or any person acting from a political motive, from when the Customer's Goods are first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place and ends when the Customer's Goods are last moved in being delivered at the destination, or at any earlier point where the ordinary course of Transit is interrupted by the Customer.

4.4.3 This policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

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:

- (a) for a Communicable Disease, or
- (b) any property insured hereunder that is affected by such Communicable Disease.

For the purposes of this clause, Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- (i) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (ii) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (iii) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder,

and includes, but is not limited to, a disease that is or becomes listed on the National Notifiable Disease List and/or is or becomes a temporary addition to the National Notifiable Disease List and/or has or could give rise to a public health event of national significance and/or is or becomes a listed human disease (where National Notifiable Disease List means the list established and in force from time to time under section 11 of the National Health Security Act 2007 (Cth) and listed human disease has the meaning given by section 42 of the Biosecurity Act 2015 (Cth), or in each case any subsequent amendment, replacement or successor legislation of the Commonwealth of Australia).

5. Claims Procedure

- 5.1 As soon as possible after the happening of any event which may give rise to a claim under the policy, the Customer must:
 - (a) take all reasonable steps to prevent any further loss or damage;
 - (b) note details of any loss or damage on the Removal Company's inventory and/or condition report;
 - (c) contact the Removal Company to notify the claim; and
 - (d) within 30 days of receipt of the goods or any extension period agreed by the Removal Company lodge a claim with the Removal Company (using any form provided by the Removal Company).
- 5.2 The Customer must not authorise the repair or replacement of the lost or damaged goods without the consent of the Removal Company or the Insurers.
- 5.3 The Removal Company or the Insurers, at its or their expense, may appoint a loss assessor to inspect damaged goods.
- 5.4 The Removal Company may settle claims under this policy under instructions from the Insurers. If the claim is for more than the amount of the Removal Company Excess shown in the Certificate of Insurance, the Removal Company must send to the applicable Insurer the inventory and/or condition report, removal contract and full details of the items lost or damaged.

6. Special Conditions

6.1 Goods and Services Tax

If the Customer is liable to pay goods and services tax (GST) in respect of any goods, services or other supply which are the subject of a claim under the policy the Insurers will pay the Customer for that GST liability.

However:

- (a) where the Insurers make a payment under the policy for the acquisition of goods, services or other supply the Insurers will reduce the amount of the payment by the amount of any input tax credit the Customer is or will be or would have been entitled under the Goods and Services Tax Act 1999 (Cth) in relation to that acquisition whether or not the acquisition is actually made.
- (b) Where the Insurers make a payment under the policy as compensation for the acquisition of goods, services or other supply the Insurers will reduce the amount of the payment by the amount of any input tax credit the Customer would have been entitled to under the Goods and Services Tax Act 1999 (Cth) had the payment been applied to acquire such goods, services or supply.

6.2 Termination of Authorised Representative Agreement

In the event that the Removal Company's authorised representative agreement is terminated by its financial services licensee for any breach in that arrangement as a result of the Removal Company:

- (a) breaching any laws, regulations and codes of practice which apply to general insurance;
- (b) being the subject of a banning order or disqualification from providing financial services;
- (c) committing any serious or persistent breach of any of the provisions of this Agreement or any policy or procedures with which the licensee and / or the Australian Furniture Removers Association from time to time requires the Removal Company to comply;
- (d) acting in a manner which is unprofessional, unethical or likely to harm the professional standing of the licensee;
- (e) undergoing a material change in its management, control or beneficial ownership;
- (f) going into liquidation or having a receiver or administrator appointed (whether voluntarily or not) or, being an individual, becoming bankrupt- immediately; or
- (g) being an individual dying or suffering permanent and total disablement,

the Insurers agree to manage and settle direct with the Customer all claims outstanding or which become payable under the policy had it not been for the termination of the agreement. The Insurers further agree to pay to the Customer all amounts without reference to the Removal Company Excess stated in the Certificate of Insurance. The Insurers will deduct from the final agreed amount, the Customer Excess nominated in the Certificate of Insurance or this Product Disclosure Statement.

For all amounts paid under this Condition by the Insurers below the Removal Company Excess, the Insurers shall be entitled to any rights and remedies or relief to which they may become entitled by subrogation against the Removal Company or any corporation or organisation (including its directors, officers) owned or controlled by any Insured named in the policy or subsidiary to any Insured named in the policy excluding Customers.

6.3 Loss of Customer's Pre-Paid Removal Costs and Pre-Paid Removal Deposits

In the event that:

- (a) a Customer of the Removal Company has pre-paid their removal costs or pre-paid a deposit for their removal costs to the Removal Company prior to commencement of the uplift and transportation of the Customer's Goods; and
- (b) the Customer has insured and nominated the removal and freight cost on their Insurance Declaration; and
- (c) the Removal company is placed into liquidation or has a receiver or administrator appointed (whether voluntarily or not) or, being an individual becomes bankrupt, where the Removal Company does not perform the removal,

then the Insurers will refund to the Customer any such pre-paid amounts.

6.4 Mitigating Actions

In case of actual or imminent loss or damage, it shall be lawful and necessary for the removal company or Insurer, their factors, servants or assigns, to take steps to mitigate loss for in and about the defence, safeguard and recovery of the Customer's Goods, or any part of it, without prejudice to this insurance nor shall the acts of the Removal Company or the Insurers in recovering, saving and preserving the Customer's Goods in case of loss or damage, be considered a waiver of acceptance of liability, and for charges in respect of such acts, the Insurers will contribute according to the rate and quantity of the insured value stated in the Insurance Declaration.

6.5 Reasonable Care

The Customer must take all reasonable care to prevent or minimize any loss or damage covered under the policy.

6.6 Subrogation

The Insurers are entitled to exercise any rights the Customer may have against anyone else in relation to goods in respect of which the Insurers have paid any amount under the policy. The Customer and anyone else entitled to claim under the policy must cooperate fully with the Insurers in exercising those rights and must give the Insurers any information or assistance they may require.

6.7 Salvage in the Event of a Constructive or Total Loss

Where the Insurers or the Removal Company pay a claim in full for an item under the policy as a constructive or total loss for either its declared or market value, the Insurers or the Removal Company are entitled to take possession of the item and retain any salvage value. In the event that this right is exercised it is agreed that the Customer will have automatic first choice to purchase the salvaged item.

6.8 Date of Loss Customer's Goods – Storage

In respect of Customer's Goods in Storage the date of loss or damage will be deemed to be the date the loss or damage was discovered and will attach to the Coverholder's policy which is current at the time of the discovery of the loss or damage.

6.9 Storage Insurance Cancellation

Storage insurance may be cancelled by the Customer at any time on giving written notice to the Removal Company. Such cancellation shall become effective on the day on which the written notice of cancellation is received by the Removal Company.

6.10 Proper law and jurisdiction

The construction, interpretation and meaning of the provisions of this policy will be determined in accordance with Australian law.

In the event of any dispute arising under this policy, including but not limited to its construction and/or validity and/or performance and/or interpretation, you will submit to the exclusive jurisdiction of any competent court in the Commonwealth of Australia.

References to any Commonwealth, State or Territory Acts including any quoted Sections of same, when used within this policy will also include any subsequent amendment, replacement or successor legislation of those Acts and/or Sections references.

6.11 Sanctions regulation

Notwithstanding any other terms or conditions under this policy, the Insurers shall not be deemed to provide coverage and will not make any payments nor provide any service or benefit to any Insured or any other party to the extent that such cover, payment, service, benefit and/or any business or activity of the Insured would violate any applicable trade or economic sanctions, law or regulation.

6.12 Applications for Cover

It is a condition of provision of cover in respect of a Customer under this policy that the Removal Company obtain an Insurance Declaration from each Customer, in the form the Insurers make available, before cover is provided to that Customer and the Insurers will not be liable to provide or to pay benefits where there has been misrepresentation or non-disclosure by a Customer other than as set out in Special Condition 6.13 Errors and Omissions. For these purposes the Insurers will treat a Customer as if they did owe a duty of disclosure to the Insurers and, without limitation, will exercise any powers in respect of non-payment of benefits or cancellation of cover which the Insurers could exercise under law if a Customer did owe the Insurers a duty of disclosure.

6.13 Errors and Omissions

If there is any error or omission by the Coverholder in the making of any declaration or issuing the standard terms and conditions or insurance conditions of the removal contract, the Customer's Goods shall automatically be covered by this policy, provided the error or omission is advised to the Insurers immediately it comes to the Coverholder's knowledge. In this event, this policy will only insure the liability of the Coverholder as if the goods were carried under the Coverholder's standard removal contract and/or insurance conditions.

Zurich Australian Insurance Limited

ABN 13 000 296 640, AFS Licence No: 232507
Head Office: 118 Mount Street, North Sydney NSW 2060

Client enquiries
Telephone: 132 687
www.zurich.com.au



PRIVACY POLICY

At Two Men And A Truck Pty Ltd, we are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth). This Policy describes our current policies and practices in relation to the collection, handling, use and disclosure of personal information. It also deals with how you can complain about a breach of the privacy laws, access the personal information we hold about you and have that information corrected (where necessary).

What information do we collect and how do we use it?

When we provide you with a quotation for removal/relocation domestic services, international services, storage, packing and unpacking service, arranging insurance, packing material sales, we ask you for the information we need to do so. This can include your name, address, contact details and payment information such as your credit card details.

We may provide the information that you provide us to agents, shipping companies, subcontractors, insurers or insurance agents/brokers to enable us to complete the service requested.

We also use your information to enable us to manage your ongoing requirements and our relationship with you, e.g. for removal/relocation domestic, international, storage, packing and unpacking services, insurance, packing material sales. We may communicate with you by mail or electronically unless you tell us that you do not wish to receive electronic communications.

From time to time we will use your contact details to send you offers and newsletters or other information about products and services that we believe will be of interest to you. We may also send you regular updates by email or by post. We will always give you the option of electing not to receive these communications and you can unsubscribe at any time by notifying us that you wish to do so.

We may also use your information internally to help us improve our services and help resolve any problems.

What sort of information do we collect from our website?

Web data - We may collect personal information, such as your name, address and contact details to assist in providing a quote or contacting you regarding the services you may require.

Anonymous data - We use technology to collect anonymous information about the use of our website, for example when you browse our website our service provider logs your server address, the date and time of your visit, the pages and links accessed and the type of browser used. It does not identify you personally and we only use this information for statistical purposes and to improve the content and functionality of our website, to better understand our clients and markets and to improve our services.

Cookies - In order to collect this anonymous data we may use "cookies". Cookies are small pieces of information which are sent to your browser and stored on your computer's hard drive. Sometimes they identify users where the website requires information to be retained from one page to the next. This is purely to increase the functionality of the site. Cookies by themselves cannot be used to discover the identity of the user. Cookies do not damage your computer and you can set your browser to notify you when you receive a cookie so that you can decide if you want to accept it. If you use only temporary cookies, insert "Once you leave the site, the cookie is destroyed and no personal or other information about you is stored." If you use permanent cookies, insert "They allow the website to recognise your computer when you return in the future".

What if you don't provide some information to us?

If you do not provide us with some or all of the information that we ask for, we may not be able to provide you with a quotation or arrange the removal, transit, storage or insurance of your belongings.

How do we hold and protect your information?

We strive to maintain the relevance, reliability, accuracy, completeness and currency of the personal information we hold and to protect its privacy and security. We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal requirements.

We hold the information we collect from you in our secure server.

We ensure that your information is safe by using a state of the art firewall. We maintain physical security over our paper and electronic data and premises, by using locks and security systems.

Will we disclose the information we collect to anyone?

We do not sell, trade, or rent your personal information to others. We will disclose your information to agents, shipping companies, subcontractors, insurers or insurance agents/brokers and may need to provide your information to contractors who supply services to us e.g. removal/relocation domestic, international, storage, packing and unpacking, insurance brokers or to other companies in the event of a corporate sale, merger, reorganisation, dissolution or similar event. However, we will take all reasonable steps to ensure that they protect your information in the same way that we do.

We may also provide your information to others if we are required to do so by law or under some unusual other circumstances which the Privacy Act permits.

We may disclose your information to recipients in other countries for the purpose of services requested. If they are not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will seek your consent before disclosing your information to them.

How can you check, update or change the information we are holding?

Upon receipt of your written request and enough information to allow us to identify the information, we will disclose to you the personal (and credit) information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate, irrelevant, out of date or incomplete.

If you wish to access or correct your personal (or credit) information please write to Gillian Lewis at gillian@twomen.com.au

We do not charge for receiving a request for access to personal (or credit) information or for complying with a correction request.

We will charge for our reasonable expenses incurred in providing you with access to your information which will include staff costs, photocopy and mailing cheques and any other costs incurred in providing you the information.

In some limited cases, we may need to refuse access to your information or refuse a request for correction. We will advise you as soon as possible after your request if this is the case and provide the reasons for our refusal.

What happens if you want to complain?

If you have any concerns about whether we have complied with the Privacy Act or this Privacy Policy when collecting or handling your personal information, please write to our Privacy Officer Gillian Lewis at gillian@twomen.com.au

We will consider your complaint through our internal complaints resolution process and we will try to respond with a decision within 14 days.

Your consent

By asking us to provide you with a quotation for/and , removal/relocation domestic, international, storage, packing and unpacking services, arrange insurance, packing material sales you consent to the collection and use of the information you have provided to us for the purposes described above.

PRIVACY COLLECTION STATEMENT

For AFRA Members

At Two Men And A Truck Pty Ltd we are committed to protecting your privacy. We use the personal information you give us to provide you with removal and relocation services, storage, packing and unpacking, arranging insurance and packing material sales.

If you don't provide us with full information, we may not be able to provide the removal, transit or storage services you require and/or insurance of your belongings.

We provide your information to other people who are involved in providing these services (or ancillary services) including agents, shipping companies, subcontractors, insurers or insurance agents/brokers.

If you do not pay our fees within our credit terms, we may provide your information to a credit reporting body or debt recovery agent which may impact your credit rating.

We do not trade, rent or sell your information or disclose it to overseas recipients. If a recipient is located overseas and they are not regulated by laws which protect your information in a way that is similar to the Privacy Act, we will seek your consent before disclosing your information to them.

From time to time, we will use your contact details to send you offers, newsletters or other information about products and services that we believe will be of interest to you. We may also send you regular updates by email or by post. We will always give you the option of electing not to receive these communications and you can unsubscribe at any time by notifying us that you wish to do so.

For more information about how to access the information we hold about you, how to have it corrected and how to complain if you think we have breached the privacy law, ask us for a copy of our Privacy Policy by contacting us on 1300 880 412 or visiting our website. www.twomen.com.au