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## 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:
- 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
  - 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.
- 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.
  - 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) We will endeavor at all times to provide the number of manpower as arranged at the time of booking. Due to circumstances out of our control, if we are unable to provide the pre-arranged manpower, our office will adjust the rates accordingly.

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

3o) 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.

3p) 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.

3q) 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.

#### **5. 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.

5e) For fixed price moves, if the access at either the pick up or the drop off addresses differs from what was disclosed at the time the quote was presented and accepted, an additional access surcharge may/will be applicable. For all fixed price quotes, the client needs to reserve parking within 30 meters of their addresses (access point/gate/door) to accommodate the truck size that has been allocated for the move. If on moving day the access and the parking differs from this (as what has been disclosed on your quote) then a surcharge may/will be applicable.

#### **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) Cheque's are not accepted unless pre- authorized with the office manager.

7d) American Express cards incur a 3% surcharge. MasterCard 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 Pay. Client must arrange this payment while the removalist team is still onsite.

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.

7h) In the event that TMAAT does not receive payment from the client within 45 days, TMAAT reserves the rights to forward the unpaid invoice to Marshall Freeman Collections, a Mercantile Debt Recovery Agency. A 20% service charge of the total value of the unpaid invoice will be applied to the invoice amount.

## 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 \$75, 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:

Full Cover - 1.5% of value declared

### Interstate Moves:

Full Cover - 2.75% of value declared

### Storage Cover:

TOTAL \$ VALUE OF GOODS	STORAGE INSURANCE
\$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](mailto:aftercare@twomen.com.au) with full description of claim and photographic evidence of damage.

10l) For the avoidance of doubt, 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. Further, a refund is only warranted for boxes collected within 3 months from the date of move.

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; and our box collection service is only available within 3 months from the date of move.

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 Rydalmere, Condell Park, and Rosebery.
- ii) Monthly storage fee is \$180 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. Photos and Videos

14a) 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.

## 15. Weather Conditions, Natural Disasters and Pandemic

15a) 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.

15b) 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.
- 15c) 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.
- 15d) 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.
- 15e) 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.

## 16. Long Distance Moves/ Interstate

16a) Moves between QLD, NSW, VIC and in between will be sent by either rail or by road pending on availability and scheduling.

16b) 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 rail and/or by road 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 are out of our control.
- 16c) If a Client is required to change or cancel a booking for a Long Distance/Interstate move:
- i) a \$495 administrative fee will be payable ('administrative fee') if canceled without providing a minimum of 7 days notice from the booking date.
  - 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.
  - v) the 30% deposit required at the time of acceptance is nonrefundable if a cancellation is made less than 1 week prior to the commencement of the booking.

16d) Despite any other clause in this agreement, if delay occurs for a Long Distance Move due to any cause outside TMAAT's reasonable control, TMAAT's liability will be limited, to the extent permitted by law, to the lesser of:

- i) the cost of the services or goods, or supplying the services or goods again, or
  - ii) \$295.00.
- 16e) For Long Distance Moves, TMAAT shall have 5 Business days from the date that goods are collected, including from any TMAAT storage facility, to deliver the goods to the nominated destination, without there being delay for the purposes of this agreement or otherwise.
- 16f) If the rail network is delayed or unavailable, for Long Distance Moves, TMAAT may deliver the goods by road subject to availability and client paying additional reasonable fees or costs to cover the additional overheads and other costs related to delivery of the goods by road.



## **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)

The financial services referred to in this financial services guide (FSG) are offered by:

Two Men and a Truck Pty Ltd, 89 003 482 317  
15/6 Herbert Street, St Leonards NSW, 2065  
T: 1300 880 412  
E: [truck@twomen.com.au](mailto:truck@twomen.com.au)

Two Men and a Truck Pty Ltd is the authorised representative of:

Cowden (VIC) Pty Ltd, ABN 66 008 889 450  
Level 18, 60 Albert Road, South Melbourne VIC 3205  
P: (03) 9686 6500  
E: [insurance.vic@cowden.com.au](mailto:insurance.vic@cowden.com.au)

Cowden (VIC) Pty Ltd holds a current Australian Financial Services License No 245658 and is responsible for the financial services that Two Men and a Truck Pty Ltd provides to you. Two Men and a Truck Pty Ltd Authorised Representative No is 324609. Cowden (VIC) Pty Ltd is also responsible for the contents and distribution of this FSG. The distribution of this FSG by [insert Company Name] is authorised by Cowden (VIC) Pty Ltd.

This FSG sets out the services that we can offer you. It is designed to assist you in deciding whether to use any of those services and contains important information about:

- The services we offer you.
- How we and others are paid.
- Any potential conflict of interest we may have.
- Our internal and external dispute resolution procedures and how you can access them.
- Arrangements that are in place to compensate clients for losses.

### Product Disclosure Statement (PDS)

If we offer to arrange the issue of an insurance policy to you, we will also provide you with, or pass on to you, a product disclosure statement (PDS), unless you already have an up-to-date PDS from the insurer. The PDS will contain information about the particular policy, which will enable you to make an informed decision about purchasing that product.

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<b>From when does this FSG apply?</b>	This FSG applies from September 2022 and remains valid unless a further FSG is issued to replace it. We may give you a supplementary FSG. It will not replace this FSG but will cover services not covered by this FSG.
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<b>How can I instruct you?</b>	You can contact us to give us instructions by post, phone, fax or email on the contact number or details mentioned on page 1 of this FSG.
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<b>Who is responsible for the financial services provided?</b>	<p>Cowden (VIC) Pty Ltd is responsible for the financial services that will be provided to you, or through you to your family members, including the distribution of this FSG.</p> <p>Cowden (VIC) Pty Ltd holds a current Australian Financial Services Licensee No 245658. The contact details for Cowden (VIC) Pty Ltd are on the front of this FSG.</p>
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<b>What kinds of financial services are you authorised to provide to me?</b>	[Insert Company Name] is authorised to provide general financial product advice to wholesale and/or retail clients under Cowden (VIC) Pty Ltd's Australian Financial Service Licence. We will do this on your behalf unless we tell you otherwise.
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<b>Will I receive tailored advice?</b>	<p>Two Men and a Truck Pty Ltd is authorised to provide you with general advice only and not with tailored advice.</p> <p>You should read the warnings that we give you carefully before making any decisions about an insurance policy.</p>
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<b>How will I pay for the services provided?</b>	For each insurance product, the insurer will charge a premium that includes any relevant taxes, charges and levies. Cowden (VIC) Pty Ltd often receive a payment based on a percentage of this premium (excluding any relevant taxes, charges
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and levies) called commission (0% to 20%), which is paid to Cowden (VIC) Pty Ltd by the insurers. In some cases, you will also be charged a fee.

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**How are we paid?**

In arranging your insurance, 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. They do not receive a bonus for arranging insurance for you.

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**Do you have any relationships or associations with insurer who issue the insurance policy or any other material relationships?**

Cowden (VIC) Pty Ltd is a Steadfast Group Limited (Steadfast) Network Broker. As a Steadfast Network Broker, Cowden (VIC) Pty Ltd has access to member services including model operating and compliance tools, procedures, manuals and training, legal, technical, HR, contractual liability advice and assistance, group insurance arrangements, product comparison and placement support, claims support, group purchasing arrangements and broker support services. These services are either funded by Steadfast, subsidised by Steadfast or available exclusively to Steadfast Network Brokers for a fee.

Steadfast has arrangements with some insurers and premium funders (Partners) under which the Partners pay Steadfast commission of between 0.5% to 1.5% for each product arranged by us with those Partners or alternatively a fee to access strategic and technological support and the Steadfast Broker Network. Steadfast is also a shareholder of some Partners.

You can obtain a copy of Steadfast's FSG at [www.steadfast.com.au](http://www.steadfast.com.au)

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**What should I do if I have a complaint about your services?**

We are a member of the Australian Furniture Removers Association (AFRA).

AFRA handles all complaints or disputes about our services.

Contact Executive Director at AFRA:

- a) Phone on 1800 671 806
  - b) Mail to 6/7 Packard Avenue, Castle Hill NSW 2154
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**What should I do if I have a complaint about the insurance policy?**

Contact us and tell us about your complaint. We will do our best to resolve it quickly.

If your complaint is not satisfactorily resolved within 10 days, please contact:

Cowden (VIC) Pty Ltd's Complaints Officer, Mr Alan Tokeley:

- a) Phone on (08) 9322 4822
- b) Email at [alan.tokeley@cowden.com.au](mailto:alan.tokeley@cowden.com.au)
- c) Mail to PO Box 60, West Perth WA 6872

Cowden (VIC) Pty Ltd will try and resolve your complaint quickly and fairly.

Cowden (VIC) Pty Ltd is a member of the Australian Financial Complaints Authority (AFCA).

If your complaint cannot be resolved to your satisfaction by us, you have the right to refer the matter to AFCA. AFCA provides fair and independent financial services complaint resolution that is free to customers. AFCA can be contact at:

- a) Phone on 1800 931 678
- b) Email at [info@afca.org.au](mailto:info@afca.org.au)
- c) Mail to GPO Box 3, Melbourne VIC 3001

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

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**What arrangements are in place to compensate clients for losses?**

Cowden (VIC) Pty Ltd has a professional indemnity insurance policy (PI policy) in place.

The PI policy covers Cowden (VIC) Pty Ltd and its employees for claims made

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against Cowden (VIC) Pty Ltd or its employees in the provision of financial services. We also have a PI policy in place that covers us (and our employees) for claims made against us (or our employees) as a result of conduct in the provision of financial services.

Our PI policy will cover us for claims relating to the conduct of former representatives or employees who no longer work for us.

This policy satisfied the requirements for compensation arrangements under Section 912B of the Corporations Act.

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**What information do you maintain in my file?**

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. Your information may also be provided to the companies that deal with your insurance claim such as loss assessors and claims administrators. Your information may be given to an overseas insurer (e.g. Lloyd's of London) if we are seeking insurance terms from an overseas insurer, or to reinsurers who are located overseas. We will inform you of where the insurer is located if it is possible to do so at the time of advising you. We also provide your information to suppliers of our policy administration and broking systems that help us to provide our products and services to you. We do not trade, rent or sell your information.

If you do not provide us with complete information, we cannot properly advise you, seek insurance terms for you, or assist with claims and you could breach your duty to take reasonable care not to make a misrepresentation.

For more information about how to access the personal information we hold about you, 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.

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**Any questions?**

If you have any further questions about the financial services Two Men and a Truck Pty Ltd and Cowden (VIC) Pty Ltd provides, please contact us.

Please return this document for your reference and any further dealings with Two Men and a Truck Pty Ltd or Cowden (VIC) Pty Ltd.

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QBE Insurance (Australia) Limited

# Home Contents and Personal Property in Transit

Product Disclosure Statement and Marine Insurance Policy

This is an important document about insurance. It explains what is and what is not covered under the insurance policy and your and our obligations. To check the policy meets your needs, you need to understand it. If you cannot read and understand English please seek assistance from someone who can help you understand it in your preferred language.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

هذه وثيقة هامة عن التأمين، تشرح ما تغطيه بوليصة التأمين وما لا تغطيه بالإضافة إلى التزاماتنا والتزاماتك. يجب عليك فهم محتوى البوليصة حتى تتأكد من أنها تفي باحتياجاتك. إذا لم تكن تجيد قراءة الإنجليزية وفهمها، أطلب المساعدة من شخص يستطيع أن يعينك على فهم هذه الوثيقة باللغة التي تفضلها.

此乃關於保險的重要文件，它解釋了根據保單條款什麼是受保、什麼是不受保項目，以及你方和我方的責任條款。你必須要了解後才能決定這項保險是否能滿足你的需要。如果你不能閱讀和理解英文，請向能幫助你用你熟悉的語言理解內容的人求助。

Đây là một tài liệu quan trọng về bảo hiểm. Nó giải thích những gì được và những gì không được bảo hiểm theo hợp đồng bảo hiểm cũng như những nghĩa vụ của quý vị và của chúng tôi. Để kiểm tra liệu hợp đồng bảo hiểm có đáp ứng được những nhu cầu của quý vị hay không, quý vị cần phải hiểu nó. Nếu quý vị không thể đọc và hiểu tiếng Anh, vui lòng nhờ ai đó có thể giúp giải thích hợp đồng cho quý vị bằng ngôn ngữ quý vị ưa dùng.

Questo è un documento importante sull'assicurazione. Spiega cosa è e cosa non è coperto in base alla polizza assicurativa ed i tuoi ed i nostri obblighi. Per verificare che la polizza soddisfi le tue esigenze, devi capirla. Se non puoi leggere e capire l'inglese, fatti assistere da qualcuno che possa aiutarti a capirla nella tua lingua preferita.

Αυτό είναι ένα σημαντικό έγγραφο σχετικά με την ασφάλιση. Εξηγεί τι είναι και τι δεν καλύπτεται από το ασφαλιστήριο συμβόλαιο και τις δικές σας και τις δικές μας υποχρεώσεις. Για να ελέγξετε αν αυτό ανταποκρίνεται στις ανάγκες σας, πρέπει να το κατανοήσετε. Εάν δεν διαβάζετε ή δεν κατανοείτε την αγγλική γλώσσα, παρακαλείστε να ζητήσετε βοήθεια από κάποιον που μπορεί να σας βοηθήσει να το κατανοήσετε στη γλώσσα που προτιμάτε.

यह बीमा के बारे में एक महत्वपूर्ण दस्तावेज़ है। इसमें यह विवरण दिया गया है कि बीमा पॉलिसी में क्या कवर्ड (बीमे द्वारा सुरक्षित) है और क्या कवर्ड (बीमे द्वारा कवर्ड) नहीं है तथा इसमें आपके और हमारे दायित्वों के बारे में भी बताया गया है। यह जांच करने के लिए कि क्या पॉलिसी आपकी आवश्यकताओं को पूरा करती है, आपको इसे समझने की आवश्यकता है। यदि आप अंग्रेज़ी पढ़ और समझ नहीं सकते/सकती हैं तो कृपया किसी ऐसे व्यक्ति से सहायता लें जो आपको इसे आपकी पसंदीदा भाषा में समझने में मदद कर सकता हो।

Este es un documento importante sobre seguros. En él se explica lo que cubre y no cubre su póliza de seguro y tanto sus obligaciones como las nuestras. Deberá entenderlo para determinar si la póliza se adapta a sus necesidades. Si no lee ni entiende inglés, solicite la ayuda de alguien que le pueda ayudar a entenderlo en su idioma.

ਇਹ ਬੀਮੇ ਬਾਰੇ ਇੱਕ ਮਹਤਵਪੂਰਨ ਦਸਤਾਵੇਜ਼ ਹੈ। ਇਸ ਵਿੱਚ ਇਹ ਵੇਰਵਾ ਦਿਤਾ ਗਿਆ ਹੈ ਕਿ ਬੀਮਾ ਪਾਲਿਸੀ ਤਹਿਤ ਕੀ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਹੈ ਅਤੇ ਕਿ ਕਵਰਡ (ਬੀਮੇ ਦੁਆਰਾ ਸੁਰਖਿਅਤ) ਨਹੀਂ ਹੈ ਅਤੇ ਇਸ ਵਿੱਚ ਤੁਹਾਡੀਆਂ ਅਤੇ ਸਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਬਾਰੇ ਵੀ ਦੱਸਿਆ ਗਿਆ ਹੈ। ਇਹ ਜਾਂਚ ਕਰਨ ਲਈ ਕਿ ਕੀ ਪਾਲਿਸੀ ਤੁਹਾਡੀਆਂ ਲੋੜਾਂ ਨੂੰ ਪੂਰਾ ਕਰਦੀ ਹੈ, ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਦੀ ਲੋੜ ਹੈ। ਜੇ ਤੁਸੀਂ ਅੰਗਰੇਜ਼ੀ ਪੜ੍ਹ ਤੇ ਸਮਝ ਨਹੀਂ ਸਕਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਕਿਸੇ ਅਜਿਹੇ ਵਿਅਕਤੀ ਤੋਂ ਮਦਦ ਲਵੋ ਜੋ ਤੁਹਾਡੀ ਪਸੰਦੀਦਾ ਭਾਸ਼ਾ ਵਿੱਚ ਤੁਹਾਨੂੰ ਇਸਨੂੰ ਸਮਝਣ ਵਿੱਚ ਮਦਦ ਦੇ ਸਕੇ।

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## About this booklet

This booklet contains a Product Disclosure Statement (PDS). The PDS is designed to assist you to make informed choices about your insurance needs. The PDS contains information about costs, our dispute resolution system, your cooling off rights and other relevant information, including other rights, Terms and Conditions of the Policy, including when you are not covered and obligations attaching to this Policy. Please read this booklet carefully.

Other documents may form part of the PDS. Any such documents will be dated and will include a statement identifying them as part of the PDS. If any changes or corrections need to be made to the PDS a Supplementary PDS may be provided. In either case the relevant document will be provided to you with the PDS.

## About QBE

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group of companies. QBE Insurance Group Limited ABN 28 008 485 014 is the ultimate parent entity and is listed on the Australian Securities Exchange (ASX: QBE). We have been helping Australians protect the things that are important to them since 1886. Our purpose is to give people the confidence to achieve their ambitions.

## General Information

### Significant benefits and features

We believe the most significant benefits of this insurance Policy are:

- (a) protection against loss or damage to your insured property during the removal, packing and unpacking by professional removalists,
- (b) loss or damage to your insured property while in storage during the removal (up to thirty (30) days in total),
- (c) new for old replacement value irrespective of age of the insured property in the event of a claim (other than motor vehicles, motor cycles, boats, caravans and trailers).

The following additional benefit applies to inland transits only:

- (d) temporary accommodation expenses where your insured property cannot be delivered by the intended delivery date as a result of an insured event covered.

### The Policy does not cover certain things

Claims may be refused in certain circumstances. Please refer to the QBE Home Contents and Personal Property in Transit Insurance Policy terms and conditions which follows this PDS for full details of the terms and conditions of cover, and when you are not covered.

### The Policy does not cover:

- (a) electrical and/or mechanical failure,
- (b) loss or damage caused by ordinary wear and tear,
- (c) loss or damage caused by the nature of the property (e.g. metal rusting) unless caused by an insured event,
- (d) where property is packed by you, cover does not include theft, pilferage or non-delivery of items unless a detailed carton inventory has been provided to us prior to the commencement of transit,
- (e) loss or damage to cash, credit cards, notes, stamps, deeds, tickets, travellers' cheques, jewellery, watches.

These are only some of the events that are not covered by this insurance. Please read the Home Contents and Personal Property in Transit Insurance Policy terms and conditions which follows this PDS for full details of all Policy exclusions.

### The amount of any claim may be reduced

The amount of any claim made against the Policy may be reduced:

- (a) where an excess applies, that amount will be deducted from the claim settlement. The excess amount payable will be shown in the Policy Schedule,
- (b) if you do not comply with any Policy conditions detailed within this Policy.

## Significant risks

### This product may not match your expectations

This product may not match your expectations (for example, because an exclusion applies). You should read the PDS (Part one of this booklet) and the Policy terms and conditions (Part two of this booklet) carefully. Please ask your financial services provider if you are unsure about any aspect of this product.

### Your sum insured may not be adequate

The maximum amount we will pay under this Policy will not, under any circumstances, exceed the total sum insured or any specified sum insured for an item.

### A claim may be refused

We may refuse to pay or reduce the amount we pay under a claim if you do not comply with the Policy conditions, if you do not comply with your duty of disclosure, or if you make a fraudulent claim.

### The cost of this insurance Policy

The total premium is the amount we charge you for this insurance Policy. It includes the amount which we have calculated will cover the risk, and any taxes and government charges. The premium and any taxes and government charges will be shown on your Policy Schedule.

When calculating your premium we take a range of rating factors into account. These factors, and the degree to which they affect your premium, will depend upon the information you provide to us.

The following factors have a significant impact on the calculation of your premium:

- (a) sum insured,
- (b) if your household contents include valuable items such as paintings, works of art and antiques,
- (c) distance of transit,
- (d) if extended storage is required during the transit.

Premium payments are made prior to the commencement of the Policy. You should arrange your method of payment through your financial services provider. A quote for premium may be obtained from your financial services provider.

## Taxation implications

### Goods and Services Tax (GST)

The Policy has provisions relating to GST. In summary, they are as follows, but please read the provisions in full. They can be found in the terms and conditions, under the heading 'How Goods and Services Tax affects any payments we make'.

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the maximum amount we pay.

### Other taxation implications

There may be other taxation implications affecting you, depending upon your own circumstances. We recommend that you seek professional advice.

## Cancelling your Policy

### How you may cancel this Policy

You may cancel this Policy at any time prior to any removal of your insured property taking place, by giving notice to your financial services provider. You cannot cancel this Policy once any removal has commenced.

Provided the Policy is cancelled prior to the removalist starting to pack or move the insured property, we will refund to you the premium. The amount of the premium we refund to you will be less any non-refundable government fees, duties or charges.

If there are other people named as insured on your Policy, we may rely on a request from one insured to cancel your Policy.

### How we may cancel this Policy

We may cancel this Policy in any of the circumstances permitted by law (for example, failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

We will give you this notice in person or send it to your address (including an electronic address) last known to us.

### Cooling off period

If you change your mind about your Policy and haven't made a claim, you can cancel it within 21 days of the start date and we'll give you a full refund. If you cancel your Policy in these circumstances, you will have no cover under the Policy. To cancel your Policy within the cooling off period, notify your financial services provider electronically or in writing.

You can also cancel your Policy outside the cooling off period, see 'Cancelling your policy'.

If your Policy is for an event that will start and finish within the twenty one (21) days cooling-off period, you can only exercise your right before the event starts, or on expiry of the cooling-off period, whichever is the earlier. For example, for this home contents and personal property in transit insurance, the commencement of the transit is the event.

### Financial Claims Scheme

This Policy is protected under the Financial Claims Scheme (FCS), which protects certain insureds and claimants in the unlikely event QBE becomes insolvent. You may be entitled to access the FCS if you meet the eligibility criteria. For more information, contact the Australian Prudential Regulation Authority (APRA).

#### How to contact APRA

Phone	1300 558 849. Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Online	<a href="http://www.apra.gov.au/financial-claims-scheme-general-insurers">www.apra.gov.au/financial-claims-scheme-general-insurers</a>

## Duty of disclosure

Before you enter into an insurance contract, you have a duty, under both the Insurance Contracts Act 1984 (Cth) and the Marine Insurance Act 1909 (Cth), to tell us anything that you know, or could reasonably be expected to know, that 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, or
- is common knowledge, or
- we know or should know as an insurer, or
- we waive your duty to tell us about.

### If you do not tell us something

Where the Marine Insurance Act 1909 (Cth) applies:

If you fail to comply with your duty of disclosure, we may avoid the contract from its beginning.

Where the Insurance Contracts Act 1984 (Cth) applies:

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.

### General Insurance Code of Practice

QBE is a signatory to the General Insurance Code of Practice (Code) and is committed to providing high standards of service. The Code covers topics like buying insurance, how claims are handled, what happens if financial hardship occurs, and complaint handling. You can read the Code at [codeofpractice.com.au](http://codeofpractice.com.au)

We recognise that family and domestic violence is a complex issue and we take it seriously. For more information about support, our Family and Domestic Violence Customer Support Policy is available at [qbe.com/au](http://qbe.com/au)

### Privacy

We take the security of your personal information seriously.

We'll collect personal information when you deal with us, our agents, other companies in the QBE group or suppliers acting on our behalf. We use your personal information so we can do business with you, which includes issuing and administering our products and services and processing claims. Sometimes we might send your personal information overseas. The locations we send it to can vary but include the Philippines, India, Ireland, the UK, the US, China and countries within the European Union.

Our Privacy Policy describes in detail where and from whom we collect personal information, as well as where we store it and the ways we could use it. To get a copy at no charge by us, please visit [qbe.com.au/privacy](http://qbe.com.au/privacy) or contact QBE Customer Care.

It's up to you to decide whether to give us your personal information, but without it we might not be able to do business with you, including not paying your claim.

## Complaints

We're here to help. If you're unhappy with any of our products or services, or the service or conduct of any of our suppliers, please let us know and we'll do our best to put things right.

### Step 1 – Talk to us

Your first step is to get in touch with the team looking after your Policy or claim. You'll find their contact details on your policy documents, letters or emails from us.

Please provide our team with as much information as possible so they can try to fix the problem quickly and fairly.

### Step 2 – Customer Care

If your complaint isn't resolved by the team looking after your Policy or claim, you can ask them to refer your complaint on to our Customer Care team or you can contact Customer Care directly.

### Step 3 – Internal Dispute Resolution

If your complaint isn't resolved by Customer Care, or indeed at any time, you can ask for your complaint to be escalated for review by our Internal Dispute Resolution (IDR) team. A Dispute Resolution Specialist will review your complaint independently and provide you with our final decision.

### Step 4 – Still not resolved?

If we're unable to resolve your complaint to your satisfaction within a reasonable time, or you're not happy with our final IDR decision, you can refer your complaint for external dispute resolution by contacting the Australian Financial Complaints Authority (AFCA). We are a member of AFCA and their decisions are binding on us.

AFCA will inform you if your complaint falls within its jurisdiction. Time limits apply to most complaints to AFCA.

#### *Disputes not covered by the AFCA Rules*

If your dispute doesn't fall within the AFCA Rules, and you're not satisfied with our decision then you may wish to seek independent legal advice.

#### *Privacy complaints*

If you're not happy with how we've handled your personal information, call or email Customer Care.

If you're not satisfied with our response, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's Customer Care Unit, AFCA or the OAIC

### How to contact QBE Customer Care

Phone	1300 650 503 (Monday to Friday from 9am to 5pm, Sydney time, except on public holidays). Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	<ul style="list-style-type: none"> <li>complaints@qbe.com, to make a complaint.</li> <li>privacy@qbe.com, to contact us about privacy or your personal information.</li> <li>customercare@qbe.com, to give feedback or pay a compliment.</li> </ul>
Post	Customer Care, GPO Box 219, Parramatta NSW 2124

### How to contact AFCA

Phone	1800 931 678 (free call)
Email	info@afca.org.au
Online	www.afca.org.au
Post	Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

### How to contact the OAIC

Phone	1300 363 992 Calls from mobiles, public telephones or hotel rooms may attract additional charges.
Email	enquiries@oaic.gov.au
Online	www.oaic.gov.au

## Terms and conditions

### Insurer

This insurance is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545.

### Our agreement with you

This Policy and the Policy Schedule we issue you are evidence of your legal contract with us. You pay us the premium, and we provide you with the cover you have chosen as set out in the Policy, for the nominated transit shown on your Policy Schedule.

The excess set out in section 6 "What you must pay if you make a claim" applies to all claims except where otherwise stated. The amount of any excess that applies to your Policy will be shown on your Policy Schedule.

The exclusions in section 7 "When you are not covered" and conditions in section 8 "General Conditions" apply to the cover as detailed in section 3 "Comprehensive Cover" and Section 4 "Further cover that automatically applies".

## 1. Definitions

When used in this Policy, the following words mean:

### Accident

an incident that is unforeseen and unintended and that causes loss or damage. This includes a series of accidents arising out of the one event.

### Damage

any form of physical harm to the insured property. Damage does not include wear and tear or anything that was present before this Policy came into force.

### Excess

An excess is an amount you pay whenever you make a claim.

### Insured property

your personal property as listed as the interest insured on your Policy Schedule. This definition does not include:

- (a) cash, credit cards, bank notes, stamp or coin collections, deeds or securities, tickets, travellers' cheques,
- (b) jewellery, watches, bullion, precious gems or metals or other similar valuable items,
- (c) Living plants,
- (d) pets of any kind.

### Market value

the cash purchase price of the motor vehicle, motorcycle, boat, caravan or trailer of the same age, type and condition at the time of the loss.

### Period of insurance

the period for which the cover under your Policy is in force. You will find your period of insurance set out in section 2.1 and your Policy Schedule.

### Policy Schedule

the most recent document we give you. We give you a Policy Schedule when you:

- first buy the Policy from us; or
- change any part of the Policy or any personal details relevant to it.

### Premium

the amount you pay for the insurance provided by this Policy.

### Replacement value

the cost of replacing your insured property with equivalent new items.

### Terrorism

any act which may, or may not, involve the use of, or threat of, force or violence where the purpose of the act is to further a political, religious, ideological or similar aim or to intimidate or influence a government (whether lawfully constituted or not) or any section of the public.

### Sum insured

the amount we cover your insured property for and is the total value for all your items you have specified. This amount is described as 'Sum insured' or "Limit of Liability" in your Policy Schedule.

### We, our, us

QBE Insurance (Australia) Limited ABN 78 003 191 035, AFS Licence No. 239545.

### You, your, yours

the person(s), companies or firms named in the current Policy Schedule as the insured.

## 2. The cover

Based on the information provided by you, the Policy Schedule describes who is insured, what property is covered and the values (in Australian dollars) for which insurance cover is provided.

### 2.1 The period of insurance

The insurance starts when the removalist commences packing or moving the insured property and ceases when the insured property has arrived at the address you specified and it has been unpacked by the removalist, provided the unpacking is completed within thirty (30) days. If you decide to move your property to a storage facility, the insurance remains in force for up to thirty (30) days in store and ceases after the 30th day. If the property is in store for more than thirty (30) days, the insurance ceases after the property has been in store for thirty (30) days, unless the Policy has been extended to cover a longer period of storage, and it is shown in your Policy Schedule.

## 3. Comprehensive cover

### 3.1 Removalist packed property

#### 3.1.1 All property except motor vehicles

If the insured property is professionally packed, the property is covered for physical loss, destruction or damage caused by:

- (a) accident,
- (b) the deliberate act of a third party, and
- (c) the carrier during packing or unpacking.

#### 3.1.2 Motor vehicles

If the insured property includes motor vehicle(s), the motor vehicle(s) are covered for physical loss, destruction or damage caused by:

- (a) accident, and
- (b) the deliberate act of a third party.

However, this Policy does not cover the motor vehicle(s) while they are being driven under their own power except while being driven by an employee of the carrier or their agent for the purposes of loading or unloading.

### 3.2 Owner packed property

If the insured property is owner packed, the property is covered for physical loss, destruction or damage caused by:

- (a) accident,
- (b) the deliberate act of a third party, and
- (c) the carrier during packing or unpacking.

However, where the insured property is owner packed, this Policy does not cover:

- (a) theft,
- (b) pilferage, or
- (c) non-delivery of items,

unless a detailed carton inventory has been provided to us prior to commencement of transit.

## 4. Further cover that automatically applies

### 4.1 In relation to transit by sea

The insured property is also covered for each of the following:

- (a) physical loss or destruction or damage caused by jettison,
- (b) physical loss incurred as a result of general average sacrifice,
- (c) general average and salvage charges, in accordance with the contract of affreightment and the governing law and practice, incurred in connection with avoiding a loss covered by this Policy.

### 4.2 In relation to transit by land

The insured property is also covered for the following:

Temporary accommodation

Where loss or damage occurs to your insured property as a result of an insured event and all your property is unable to be delivered to the destination by the intended delivery date, we will contribute to the reasonable cost of necessary temporary accommodation incurred by you on/after the intended delivery date. Our contribution will be limited to \$250 per day and for a maximum period of thirty (30) days. This payment will be in addition to your sum insured.

## 5. What we will pay

### 5.1 How much we are insuring your property for

Your property is insured for its full replacement value (unless stated otherwise in your Policy Schedule), regardless of age, but limited to the sum(s) insured stated in the Policy Schedule.

We will either:

- (a) repair the damaged goods; or
- (b) replace damaged or lost goods with the nearest equivalent new goods; or
- (c) pay you the cost of repair or replacement.

Please refer to clause 5.3 for details on how motor vehicles, motorcycles, caravans and trailers are valued in the event of a claim.

### 5.2 Containers

We will cover your legal liability for loss or damage to shipping containers in your care, custody and control, up to a maximum amount of \$5,000.

### 5.3 Motor vehicles, motorcycles, boats, caravans, trailers

In the event of loss of or damage to motor vehicles, motorcycles, boats, caravans or trailers, we will either

- repair the damage;
- pay you the reasonable cost of repair or replacement; or
- pay you the actual market value of the item immediately prior to its loss or damage.

### 5.4 Pairs and sets

Where any item is part of a pair or set, if we can't repair the item, or it can't be replaced because:

- we're unable to reasonably match it; or
- the functionality of the set or pair is lost (e.g. hearing aids/sporting equipment),

you can choose to either:

- surrender the remaining item(s) to us, in which case we'll pay the replacement value of the set or pair, up to any applicable limit; or
- keep the remaining item(s), in which case we'll pay the replacement value of the lost or damaged item. We don't allow for any special value the item may have as forming part of a set or pair, or for any reduction in value of the remaining part(s).

## 6. What you must pay if you make a claim

### 6.1 Excess

An excess is an amount you pay whenever you make a claim.

## 7. When you are not covered

This Policy does not cover loss of or damage to the insured property or liability or expense caused by or resulting from any of the following:

### 7.1 Delay

Delay even if caused by an insured event.

### 7.2 Electrical, mechanical and electronic failure

Electronic, electrical or mechanical failure of the insured property where there is no external visible evidence of damage from an insured event.

### 7.3 Expropriation

The lawful seizure, confiscation, nationalisation or requisition of the insured property.

### 7.4 Intentional acts

Your misconduct, or intentionally caused by you or any person acting with your expressed or implied consent.

### 7.5 Labour shortage

The absence, shortage or withholding of labour of any description resulting from any strike, lockout, labour disturbance, riot or civil commotion.

## 7.6 Mould/insects/vermin

Mould, moths, insects, rats or other vermin.

## 7.7 Pre-existing damage

Loss or damage that existed or occurred prior to the commencement of the insured transit.

## 7.8 Radioactive contamination

- (a) ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- (b) the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- (c) any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- (d) the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. the exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes,
- (e) any chemical, biological, bio-chemical, or electromagnetic weapon.

## 7.9 Reduction in value

Reduction in value of antiques, paintings and works of art because of repairs.

## 7.10 Rust/oxidisation/discolouration

Rust, oxidisation and/or discolouration of the insured property unless caused by an insured event.

## 7.11 Terrorism

Terrorism and/or steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism, unless caused by a terrorist or any person acting from a political motive while the insured property is in transit.

## 7.12 Wear and tear

Ordinary wear and tear.

## 7.13 Sanctions limitation and exclusion clause

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that to do so may expose us to any sanction, prohibition, or restriction under United Nations resolutions or any applicable trade or economic sanctions, laws or regulations of any country.

## 7.14 Laws impacting cover

We will not be liable to provide any cover, pay any claim or provide any benefit under this Policy, to the extent that it is illegal for us to do so.

## 7.15 Cyber

The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus, computer process or any other electronic system.

## 7.16 Communicable diseases

1. This policy does not insure any loss, damage, liability, claim, cost or expense of whatsoever nature caused by, contributed to by, resulting from, arising out of, or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
  - 2.1. 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
  - 2.2. 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
  - 2.3. the disease, substance or agent can cause or threaten bodily injury, illness, damage to human health, human welfare or property.

## 8. General Conditions

### 8.1 Due diligence

You must take all reasonable care to prevent loss, destruction, expense, or damage covered by this Policy.

### 8.2 Paying your premium

We will let you know how much premium you need to pay us, how to pay it and when. If you don't pay the premium your Policy may be cancelled and we'll write to let you know when this will happen.

### 8.3 Changing your Policy

If you want to make a change to this Policy, the change becomes effective when:

- (a) we agree to it,
- (b) we give you a new Policy Schedule detailing the change.

### 8.4 Other interests

You must not transfer any interests in this Policy without our written consent.

Any person whose interests you have told us about and we have noted on your Policy Schedule is bound by the terms of this Policy in relation to any claim they make.

### 8.5 Cancelling your Policy

#### 8.5.1 How you may cancel this Policy

You may cancel this Policy at any time prior to any removal of your property taking place, by giving notice to your financial services provider. You cannot cancel this Policy once any removal has commenced.

Provided the Policy is cancelled prior to the removalist starting to pack or move the insured property, we will refund to you the premium. The amount of the premium we refund to you will be less any non-refundable government fees, duties or charges.

If there are other people named as insured on your Policy, we may rely on a request from one insured to cancel your Policy.

### 8.5.2 How we may cancel this Policy

We may cancel this Policy in any of the circumstances permitted by law (for example, failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing.

We'll give you notice in person or send it to your address (including an electronic address) last known to us.

### 8.6 Sending you documents

We may send letters, policy and other related documents to you. If we email them to you, we'll consider the email to be received by you 24 hours after we send it.

Please make sure we have your current email and mailing address on record and let us know as soon as these change.

### 8.7 When your property arrives

When your property is delivered to you at your new home, you will be asked to sign a delivery docket stating that it has been received and that there is nothing missing or damaged. You should not sign this unless you are satisfied that all your property has been received and is in good order. If you don't have sufficient time to check all your property, you can sign the delivery docket, but endorse it with the words 'Subject to checking when unpacked'.

### 8.8 Pre-shipment condition and valuation survey

For motor vehicles, motorcycles, boats, caravans and trailers, we require an independent pre-shipment survey to record the condition and current market value.

## 9. Claims

### 9.1 What you must do

If you notice any of your property to be missing, or damaged, either on delivery or shortly afterwards, you must as soon as possible:

- (a) take whatever steps are necessary to prevent further loss or damage,
- (b) advise the removalist who delivered your property,
- (c) complete our claim form and any other form we ask you to complete and send it to our claims department at any of our offices. Our claim form is available from your financial services provider or you may download it from our website at [www.qbe.com.au](http://www.qbe.com.au),
- (d) do not repair or replace anything until you have obtained our approval (which will not be unreasonably withheld).

### 9.2 What happens next

We will contact you and advise you what to do next. You may be asked to provide such things as shipping documents and repair/replacement quotations.

When you have completed the claim form, answered any questions we may have asked and supplied the documents we may have requested, we will consider the best way to handle your claim.

It may be that we do not consider the loss or damage is covered by this Policy. Whatever our decision, we will write to you and clearly explain our reasons.

### 9.3 How claims administration and legal proceedings are undertaken

When we pay a claim under your Policy, we have the right to exercise your legal rights in your name against the person responsible for the loss or damage.

We'll take full control of the administration, conduct and settlement of the recovery, including any legal defence. When we do any of these things in your name, it will be at our expense, however you'll need to give us reasonable assistance. This may include following our directions in relation to the conduct of any legal proceedings even after a claim has been paid. During the administration, conduct or settlement of the recovery, you can seek an update on the status of proceedings and we will consult you where appropriate.

When we pay a claim and some of the loss isn't covered by your Policy, we may offer to try to recover that loss for you when we take any steps to recover the covered loss. We can only do so if you agree to give us documents that support your loss and agree with us on how we'll handle that recovery.

You may also need to contribute to the associated costs if, to recover the loss for you, we need to take additional steps that we wouldn't otherwise need to take. We will talk to you about these steps before we take them.

If you've received a benefit under your Policy that you were not entitled to, we reserve the right to recover from you the amount we have paid. If we decline a claim for fraud, we reserve the right to recover our reasonable administration, investigation and legal costs.

### 9.4 What can affect a claim

We will reduce the amount of a claim by the excess(es) shown in the Policy terms and conditions or on the Policy Schedule.

We may reduce or refuse to pay a claim if you are in breach of your duty of disclosure or any of the conditions of this Policy, including any endorsements noted on or attached to the Policy Schedule.

We pay only once for loss or damage from the same event covered by this Policy, even if it is covered under more than one part of the Policy.

We may be entitled to refuse to pay or to reduce the amount of a claim if:

- (a) it is in any way fraudulent
- (b) any fraudulent means or devices are used by you or anyone acting on your behalf to obtain any benefits under this Policy.

### 9.5 Preventing our right of recovery

If you've agreed with or told someone who caused you loss, damage or liability covered by your Policy that you will not hold them responsible then, to the extent we've been prejudiced by this act, we will not cover you for that loss, damage or liability.

## 9.6 How the Goods and Services Tax (GST) affects any payments we make

The amount of premium payable by you for this Policy includes an amount on account of the GST on the premium.

When we pay a claim, your GST status will determine the amount we pay. When you are: (a) not registered for GST, the amount we pay is the sum insured/limit of indemnity or the other limits of insurance cover including GST. (b) registered for GST, we will pay the sum insured/limit of indemnity or the other limits of insurance and where you are liable to pay an amount for GST in respect of an acquisition relevant to your claim (such as services to repair a Damaged item insured under the Policy) we will pay for the GST amount.

We will reduce the GST amount we pay for by the amount of any input tax credits to which you are or would be entitled if you made a relevant acquisition. In these circumstances, the Input Tax Credit may be claimable through your Business Activity Statement (BAS). You must advise us of your correct Australian Business Number & Taxable Percentage. Any GST liability arising from your incorrect advice is payable by you.

Where the settlement of your claim is less than the sum insured/limit of indemnity or the other limits of insurance cover, we will only pay an amount for GST (less your entitlement for Input Tax Credit) applicable to the settlement. This means that if these amounts are not sufficient to cover your loss, we will only pay the GST relating to our settlement of the claim. We will (where relevant) pay you on your claim by reference to the GST exclusive amount of any supply made by any business of yours which is relevant to your claim. GST, Input Tax Credit (ITC), Business Activity Statement (BAS) and Acquisition have the same meaning as given to those expressions in A New Tax System (Goods and Services Tax) Act 1999 and related legislation as amended from time to time.

Taxable Percentage is your entitlement to an Input Tax Credit on your premium as a percentage of the total GST on that premium.





## 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](mailto: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](mailto: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](http://www.twomen.com.au)