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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 help 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) which is the leading provider in insurance for the removals industry in Australia.

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

## MOVING TERMS

### 1. General

- a. These 'Moving Terms' and the 'AFRA Terms and Conditions', collectively referred to as 'these terms':
  - i. apply to any removal work supplied by Two Men and a Truck Pty Ltd to a Client, and should be read together, and
  - ii. shall continue to apply to any removal work supplied by TMAAT to a Client from the date these terms are accepted, unless a Client accepts later 'Moving Terms' or 'AFRA Terms and Conditions' provided by TMAAT, which will supersede any previous corresponding terms.
- b. In case of any inconsistency, these 'Moving Terms' shall prevail over the 'AFRA Terms and Conditions'.
- c. If a term of these 'Moving Terms' or the 'AFRA Terms and Conditions' is determined invalid or unenforceable, that term will be taken to be removed from these terms, and the remaining terms will remain valid to the extent permitted by law.
- d. Clients may accept these terms electronically, in writing, orally, or by conduct such as using TMAAT services after receiving these terms.

### 2. Definitions

In this Agreement, unless the context or law requires otherwise:

'Agreement' means these 'Moving Terms' and the 'AFRA Terms and Conditions'.

'Client' means any person to whom TMAAT supplies or agrees to supply removal work, and includes its officers, employees, agents and representatives.

'Contractor' means the entity supplying work to a Client for, or on behalf of, TMAAT.

'Dangerous goods' means dangerous goods within the meaning of the applicable law.

'Goods' means any item carried or transported, or to be carried or transported, by TMAAT.

'Person' means legal entity.

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

'Move' means removal work.

'Person' means legal entity.

'TMAAT' means 'Two Men and a Truck Pty Ltd'.

'Two Men and a Truck Pty Ltd' includes employees and contractors of Two Men and a Truck Pty Ltd.

'Work' includes removal work and associated services and goods, and services and goods referred to in this Agreement.

### 3. Services

- a. A Client and any person accepting these terms:
  - i. warrants it has the authority to do so,
  - ii. warrants that a client owns the goods to be moved under this Agreement or has been authorised by the owner to enter into this Agreement, and
  - iii. indemnifies TMAAT against any loss or damage relating to any breach of warranty.
- b. Goods are accepted by TMAAT on the condition that:
  - i. they comply with any applicable law, including relating to nature, condition, and packaging,
  - ii. they are fully described in writing on all relevant paperwork, including their name and nature, and
  - iii. a client notifies TMAAT if goods are dangerous goods within the meaning of the relevant law, and
  - iv. any dangerous goods are accompanied by a consignment note that complies with the relevant law.
- c. The method, route, and time by which the work is performed under this Agreement shall be at the absolute discretion of TMAAT, notwithstanding any directions of a client to the contrary.
- d. The Client shall ensure that its representative is on site at all times when goods are picked up, loaded, or delivered, except at TMAAT storage facility.
- e. Without affecting any other right or limitation of liability which TMAAT may have under this Agreement, TMAAT will not be responsible if a Client representative is not present during the move and the time taken to complete a move is queried.
- f. A Client representative will be responsible for ensuring the correct goods are picked up, loaded, and delivered.
- g. A Client shall pay any additional charges relating to incorrect goods being moved or goods that a Client intended to have moved, not being moved.
- h. If no Client representative is present at a location for delivery of goods, TMAAT may at its discretion, leave goods at that location, return at a later time to effect delivery, or temporarily store the goods at a convenient place, and a client agrees to pay any additional related charges.
- i. The arrival time at any location relating to the supply of removal work under this Agreement by TMAAT is not guaranteed.
- j. No discounts or refunds will be provided due to late arrival at any location, relating to any work provided under this Agreement.
- k. Moves may be re-scheduled to an agreed date and time, if TMAAT is unable to arrive at the first pick up location within 3 hours of a booking time.
- l. No refunds or discounts will be provided due to re-scheduling because TMAAT cannot arrive at the nominated date and time.
- m. TMAAT may decline to supply removal work if a site or removal work is deemed by TMAAT to be unsafe, hazardous, or breach workplace health and safety laws.
- n. Removal work that requires the moving of goods over balconies or railings requires pre-approval by TMAAT and may be declined by TMAAT.
- o. TMAAT may defer or refuse the supply of removal work or delivery goods, at a Client's expense, if in its reasonable opinion, a client is unwilling or unable to pay any amount payable for removal work or payable under this Agreement, in the required form, and at the required time or place.
- p. A Client is responsible for disconnecting, or reconnecting any appliance to water, including any washing machines, dishwashers, and fridges.
- q. TMAAT is not responsible for connecting or disconnecting any bolts to the washing machine.
- r. A Client is responsible for disconnecting any appliance from water or electricity prior to TMAAT's arrival.
- s. TMAAT cannot move goods that are hazardous, unlawful, illegal, stolen, flammable, explosive, volatile, or perishable, or gas bottles, petrol containers, tins of paints or anything that poses risk to person, property, or environment.
- t. TMAAT is not responsible for ensuring any premises, including doors and windows, are locked, which is the responsibility of a client.
- u. TMAAT will endeavour to provide the personnel arranged at time of booking and will adjust rates accordingly, if that personnel cannot be provided.
- v. The liability of TMAAT relating to removal work supplied to a Client, is excluded to the extent permitted by law.
- w. Where TMAAT's liability relating to removal work supplied to a Client cannot be excluded, its liability will be limited to the lesser of the cost of services or goods, or repair, or re-supply of services or goods, to the extent permitted by law.
- x. TMAAT will not be liable for indirect or consequential loss or damage, including opportunity loss or damage, lost profit or other such loss.
- y. 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.

#### 4. Moving Fees

- a. The following fees and charges will apply to removal work undertaken by TMAAT:
  - i. A Client will pay fees for the time taken to complete removal work, at the relevant rates provided by TMAAT during the booking process, and fees and charges set out in this Agreement.
  - ii. A minimum fee of one hour at the applicable rate will apply to a move, including a move involving truck, van, or ute, or an internal relocation. This excludes interstate and depot to depot moves.
  - iii. After the first hour Client will be charged in 15-minute increments at the relevant rate.
  - iv. The prices charged by TMAAT, including its hourly rates, are inclusive of GST, unless otherwise stated.
  - v. TMAAT fees commence on arrival at a pick-up address, include loading of goods and travel time between addresses, and end upon the completion of offloading at the final address, subject to the remainder of this Agreement.
  - vi. 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 the Client will pay for the time taken to drive to the 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 TMAAT's trucks are located throughout the city.
- b. A Client acknowledges that TMAAT uses the CBD as a standard base because its vehicles are at different locations.
- c. For Long Distance Moves:
  - i. Any remaining fees may be charged whilst TMAAT is still on site.
  - ii. A Client will be charged at the completion of offloading at the final address.
  - iii. A Client will be charged an additional fee for the travel time between the pickup address and the CBD, and the final drop off address and the CBD, according to GPS.

#### 5. Incidentals

- a. TMAAT allows a 20-minute deviation of time if a move is delayed by any cause out of its control which may include traffic accident, weather, or any other cause beyond its control. Any more than the 20-minute deviation allowed is to be charged to the client.
- b. A reasonable cleaning fee may be charged for goods to be moved that may cause dirt or marks requiring cleaning of a TMAAT vehicle.
- c. Any tolls or parking fines incurred during removal work, including returns, will be charged to a client.
- d. Any waste disposal fees incurred during removal work will be charged to a client.
- e. If no other means of payment is advised, payment will be taken via the credit card provided upon booking.
- f. An applicable surcharge of \$150 may be applicable for specialty items such as stone and marble tables.
- g. Standard upright pianos also incur a \$185 plus a \$5.50 per step surcharge, with a maximum of 3 steps.
- h. Removal of pianos must be requested by a Client at the time of booking and is subject to TMAAT approval.
- i. An after-hours surcharge of one-and-a-half times the relevant rate is applicable for any jobs starting from 4pm onwards.
- j. A surcharge of one-and-a-half times the relevant rate will be applicable if a booking is arranged on a public holiday.
- k. In the event where the drop-off address became inaccessible and an ad hoc storage has to be made, TMAAT may agree to hold the items of a Client overnight within its truck until TMAAT is able to unload them the following day, in which case an overnight surcharge of \$195 is applicable per vehicle.
- l. The ordinary fees and charges for removal work will apply in addition to any overnight surcharge.

#### 6. Estimates and Quotes

- a. A moving estimate or minimum fee for a move quoted by TMAAT is not a fixed cost or fixed quote for a move.
- b. Where TMAAT issues a fixed quote for removal work, the following terms apply:
  - i. A deposit of 30% of the total cost stated in the fixed quote, is due immediately upon booking.
  - ii. The 30% deposit required for a fixed quote is non-refundable if a booking is cancelled less than 1 week prior to commencement of a move.
  - iii. Payment in full must be received at least 48 hours before commencement of a move.
  - iv. TMAAT may amend a quote, or additional fees may be payable at a standard rate for any additional work, if there has not been full disclosure of items to be moved, or additional items are moved to that quoted, at a Client's request, or there are any access issues not fully disclosed at a time the fixed quote was issued, or any additional work is required relating to a fact not disclosed to TMAAT in writing, prior to the fixed quote.
  - v. A Client must reserve parking within 30 meters of any pickup or drop off address access point, gate, or door, to accommodate the truck size that has been allocated for the move, or an access surcharge may be payable at a standard rate for any additional work.
- c. Where TMAAT issues a variable quote for removal work, the following terms apply:
  - i. TMAAT requires a 70% deposit of the estimated value of the move.
  - ii. Any remaining balance will be required to be finalised at the completion of the move.
  - iii. If the moving fees and charges are less than the deposited amount, TMAAT will refund the difference within 72 hours of the completion of the move.

#### 7. Cancellation Policy

- a. The following policies apply for removal services:
  - i. Any move cancelled within 24 hours of a move will incur a: 1) one-hour fee based upon the hourly rate quoted for standard jobs; or 2) two-hour fee based upon the hourly rate quoted for depot-to-depot jobs. The applicable cancellation fee will be charged to the credit card provided upon booking.
  - ii. 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 (minimum fee for standard jobs, while the travel hours for depot-to-depot jobs on top of two-hour cancellation fee).
  - iii. Moves can only be cancelled during the office hours of 7:30am to 5:00pm Monday to Friday, or 8:00am to 3:00pm Saturday and Sunday, AEDT.
- b. The following policies apply for packing/unpacking services:
  - i. Any packing/unpacking service cancelled within 24 hours from the date arranged will incur two-hour fee based upon the hourly rate quoted.
  - ii. Any packing/unpacking service cancelled on the day of the service, especially when our packing team is enroute or onsite will incur the minimum charge, which is a four-hour fee based upon the hourly rate quoted.
  - ii. Any packing/unpacking service cancelled the second time onwards, regardless of how far off the schedule is, will incur a \$65 change fee.
  - iii. Packing/Unpacking service can only be cancelled during the office hours of 7:30am to 5:00pm Monday to Friday, AEDT. Any changes done over the weekend is considered less than 24 hours' notice.

#### 8. Payment of Services

- a. Payment is due in full on completion of the removal on the day.
- b. TMAAT accepts credit card or Electronic Fund Transfer (EFT) as forms of payment.
- c. Subject to the remainder of this Agreement, payment for packing materials and TMAAT's packing service are required to be paid within 72 hours prior to the services taking place.
- d. Cheque's are not accepted unless pre-authorised with a TMAAT office manager.
- e. American Express cards incur a 3% surcharge.
- f. VISA and MasterCard cards incur a 0.8% surcharge.
- g. TMAAT does not accept Diners cards.

- h. TMAAT can provide a Move Now Pay later option through Zip Pay, which must arrange this payment while the TMAAT removals team is still onsite.
- i. Bookings made with less than 24 hours' notice will be required to pay a deposit of the minimum fee at the time the booking is placed with TMAAT, in addition to the usual deposit.
- j. The minimum fee will be deducted from the overall cost of the move.
- k. Companies may be given a seven-day trade account by the Accounts department, upon submission of the designated accounts application form provided at the time of booking.
- l. In the event that TMAAT does not receive payment from the Client within 42 days, TMAAT reserves the rights to forward the unpaid invoice for debt collection.
- m. If an unpaid invoice is referred for debt collection after being unpaid for 42 days, a 20% service charge of the total value of the unpaid invoice will be applied to the invoice amount.
- n. By providing the credit card details to TMAAT, a Client authorises TMAAT to charge their credit card for all fees and charges associated with the work provided by TMAAT, any additional fees and charges related to the services or goods provided by TMAAT, and in accordance with this Agreement.
- o. A Client's credit card that was supplied at the time of booking will be debited on completion of the move if no other payment is made by some other method.
- p. A Client warrants that all information provided to TMAAT in connection with their credit card is true, correct, and complete.
- q. A Client agrees to promptly notify TMAAT of any changes to their credit card information.
- r. In the event of a dispute regarding charges to a Client's credit card, a Client must contact TMAAT immediately to attempt to resolve the matter.
- s. If the dispute cannot be resolved, a Client may contact their credit card issuer to dispute the charge.
- t. TMAAT will comply with all laws and regulations applicable to the charging of credit cards.

## 9. Vehicle and Personnel

- a. TMAAT will reasonably endeavour to quote and supply the appropriate vehicle and personnel for a Client's move, subject to availability.
- b. TMAAT decisions are based on the information provided by a Client over the phone, and, if no inventory is provided or items are omitted, TMAAT will not be held responsible for the vehicle not being able to accommodate all items in one trip.
- c. It is the Client's responsibility to provide TMAAT with as much information as possible in relation to the goods being moved to ensure the appropriate vehicle and personnel are assigned.

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

- d. TMAAT may assign or reassign the following vehicles, subject to availability:
  - i. 6-tonne truck, container truck or a 9-tonne truck in lieu of a 3-tonne truck.
  - ii. 3-tonne truck in lieu of a Taxi Truck.
  - iii. 20-foot container truck in lieu of a 6-tonne truck.
  - iv. Two 3-tonne trucks in lieu of a 6-tonne truck.
  - v. 6-tonne and a 3-tonne truck in lieu of a 9-tonne truck.
- e. A Client must advise TMAAT if the assigning or reassigning of any vehicle type may cause any issues for a Client's removal, including access issues.
- f. Clients must advise TMAAT if the vehicle booked exceeds the loading docks height clearance, as in some instances, a utility may need to be provided as a ferry vehicle.

## 10. Oversized Items

- a. A Client must notify TMAAT if the Client has large, or oversized such as a double door refrigerator, piano, pianolas, organs, safes, spas, items made from marble or granite, commercial equipment, ovens, pot plants, animal enclosures, fish tanks, or such items.
- b. TMAAT reserves the right not to move any of the above-listed items if the office was not informed at the time of the booking.

## 11. Insurance

- a. Accidental insurance is not included in the removal rate quoted.
- b. As an authorised representative of licensed insurance brokers, TMAAT is able to arrange insurance for your goods whilst they are in transit or storage.
- c. A Client is under no obligation to take out insurance through TMAAT, although TMAAT recommends that Clients take out insurance, whether through TMAAT or otherwise.
- d. Accidents may be out of TMAAT's control and can still occur despite the care taken by TMAAT.
- e. A Client considering insurance must read the Product and Disclosure Statement provided with, terms, to decide if insurance is suitable.
- f. There is a minimum policy premium for Select Cover of \$90, which covers \$5000 of declared value for Local transit insurance, or \$137.50 for \$5000 of declared value for Interstate transit insurance, although this does not apply to storage extension.
- g. There is a minimum policy premium for Blanket Cover of \$1000 per cubic meter for Local transit insurance, or \$1500 per cubic meter for Interstate transit insurance, although this does not apply to storage extension.
- h. The minimum value per cubic metre for Blanket Cover is an estimate only, you may decide to declare more than this minimum value per cubic metre.
- i. The premium is calculated based on the total value of the items TMAAT is moving or storing on your behalf.
- j. The rates for removal insurance are calculated as follows:

### Local Moves:

Select Cover - 1.8% of value declared for selected items to be insured

Blanket Cover - 1.8% of value declared for all items where value is calculated based on minimum of \$1000 per m3

### Interstate Moves:

Select Cover - 2.75% of value declared for selected items to be insured

Blanket Cover – 2.75% of value declared for all items where value is calculated based on minimum of \$1500 per m3

#### Storage Cover:

TOTAL \$ VALUE OF GOODS	STORAGE INSURANCE
\$1000 to \$9,999	\$20 Per Month
\$10,000 to \$29,999	\$35 Per Month
\$30,000 to \$59,999	\$65 Per Month
\$60,000 to \$89,999	\$95 Per Month
\$90,000 to \$119,999	\$125 Per Month
\$120,000 to \$149,999	\$155 Per Month
\$150,000 and above	Quote available on request

- k. If a Client pre-pays insurance premiums and then wishes to cancel the booking, a full refund will be returned to the Client, and the policy then will become void.
- l. To proceed with arranging insurance, a Client must complete the TMAAT insurance form online at [insurance.twomen.com.au](http://insurance.twomen.com.au), which must be filled out at least 48 hours prior to the move, subject to the remainder of this Agreement.
- m. 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.
- n. In no case can insurance be arranged if the goods are already loaded into the truck.
- o. Any Claims or Complaints will only be processed or investigated once full payment for a job is received.
- p. All Claims must be reported on the day of the removal and noted on the job sheet.
- q. 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.

#### **12. Packing Materials**

- a. All packing materials are at an additional cost to the Client.
- b. All packing materials will be charged 72 hours prior to delivery of packaging materials.
- c. TMAAT will charge the applicable for packaging materials to the credit card that was provided at the time of booking.
- d. Clients also have the option to finalise payment through EFT if they wish in which they will be required to notify TMAAT's office in advance.
- e. Free single delivery and collection can be made for purchase of packing materials that has a total cost of \$90 and up within 40km radius from the state's CBD.
- f. Where delivery or collection are not free, a \$45 courier may applied including for succeeding delivery or collection, and for deliveries outside TMAAT's regular delivery and collection days.
- g. TMAAT's refund policy only applies to boxes purchased at the 'hire' price.
- h. There is no refund on boxes purchased at the 'buy' price.
- i. A refund is only available for boxes collected within 3 months from the date of move.
- j. Boxes must be in a useable condition to be eligible for a refund.
- k. All boxes must be emptied and flattened prior to pick up.
- l. Only materials supplied by TMAAT will be collected, and TMAAT's box collection service is only available within 3 months from the date of move.
- m. We do not collect used butchers paper or rubbish. It is the Client's duty to dispose of this.

#### **13. Pre-Packing and Unpacking**

- a. A TMAAT packing and unpacking service is charged on an hourly rate including GST, with a minimum four (4) hours labour time. After the initial 4 hours, client will be charged 30-minute increment of the relevant rate.
- b. A minimum of two staff are required on any packing and unpacking job.
- c. The minimum 4 hours for TMAAT's packing and unpacking will be charged 72 hours prior to the service taking place.
- d. TMAAT 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.
- e. Clients also have the option to finalise payment through EFT if they wish in which case, they will be required to notify TMAAT's office in advance.
- f. For 'Pack N Move' services, client will be asked to send a photo/video of the items to be packed, at least 48 hours prior to the move, to make sure that sufficient packing materials is brought by the team on the day. Otherwise, the client may be charged for the cost of sending additional packing materials on the day.

#### **14. Container Storage (Sydney, Melbourne and Brisbane/Gold Coast Only)**

- a. For Full terms and conditions applying to storage, clients must refer to 'Two Men and a Truck Storage Contract'.
- b. 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.
- c. An access fee of \$120 applies to cover the initial 1 hour onsite supervision and forklift fees with only one TMAAT representative.
- d. After the first hour, every hour after will be charged \$50.
- e. A different set of rates may be given for Clients requiring further labour, loading and unloading of goods.
- f. A \$125 handling fee will be charged for the uploading and offloading of each container, this includes a container padlock.
- g. Clients have two options for paying TMAAT's container storage fees.
  - i. A daily storage fee of \$15 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. If a Client departs TMAAT's storage less than a month, then TMAAT will refund any unused days.
  - ii. A monthly storage fee of \$395 will apply for each container that is stored with TMAAT, regardless of how many days there are in one month. If a Client departs the storage within the month, there will be no refund for any unused days.
- h. Two Men and a Truck 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.
- i. Where there is a promotion of a Client paying 2 months upfront storage, and getting the 3rd month free, the following terms and conditions apply for such promotion:
  - i. The offer can only be redeemed once per client.
  - 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.
  - 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.
- j. 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.
- k. All storage modules are stored in secured, monitored, and alarmed warehouses.
- l. Monthly storage fee is \$180 per pod, and a \$30 handling fee will be charged for uploading and offloading a pod storage.
- m. A Client may access a pod for free from 9:00am to 4:00pm, Monday to Friday and 9:00am to noon on Saturday, provided that 2 business days' notice is given,
- n. Access to a pod may be organised by visiting [supereasystorage.com.au/book-storage-access/](https://supereasystorage.com.au/book-storage-access/) and selecting location.

#### 15. Photos and Videos

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

#### 16. Weather Conditions, Natural Disasters, and Pandemic

- a. To the extent permitted by law, TMAAT shall not be 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.
- b. 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 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.
- c. If 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.
- d. A cancellation fee, discount or accommodation expenses will be excused that such delay/cancellation is caused by any such circumstance.
- e. TMAAT reserves the right to refuse service 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.
- f. 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 or pandemic out of TMAAT control. This may include but not limited to floods, bushfire, terrorist attacks.

#### 17. Long Distance Moves/ Interstate

- a. Moves between QLD, NSW, VIC, and in between will be sent by either rail or by road pending on availability and scheduling.
- b. 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 TMAAT is required to do so,
  - ii. goods may be moved or delivered by rail or by road at the discretion of TMAAT, and
  - iii. TMAAT will not be required to relay the means of transport to a Client.
- c. Where goods are moved or delivered by rail, at least in part:
  - i. the goods may be moved or delivered through a third party, at least in part,
  - ii. a Client acknowledges that containers to move goods by rail can only be booked 21 days or less in advance,
- d. 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
- e. 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.
- f. Only necessary if circumstances change that are out of TMAAT's control.
- g. 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,
  - iv. the administrative fee or any outstanding proportion of the administrative fee may be charged to a Client, and
  - 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.
- h. 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.
- i. 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.
- j. 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 Conditions of Contract

### (AUSTRALIAN FURNITURE REMOVERS ASSOCIATION CONTRACT FOR REMOVAL AND STORAGE)

#### IMPORTANT NOTICE

Please read all the following conditions carefully. Please note that:

- We are only liable for loss of and damage to your Goods if that loss or damage occurred because of Our negligence, or breach of this Agreement.
- If You want to be able to recover for any loss of, or damage to Your Goods, regardless of the circumstances, you should arrange insurance cover over Your Goods. We can assist you in arranging insurance.
- There are some goods that We do not agree to carry or store (see clause 3.4 and 3.5). These include medical supplies and Identification Documents.
- You must tell Us in writing before commencement of the Services if You want us to transport or store certain types of Goods. These include any Goods or collections of Goods that are worth more than \$5,000, any fragile items or jewellery, or if You have any boxes You have packed Yourself the contents of which are worth more than \$300 (see clause 3.5).
- There are some Goods that are inherently liable to be damaged when moved. Special considerations apply to any damage to these items (see clauses 8.4 and 9.4).

#### Private Removals

- If the transport or storage services We provide are **not** provided in connection with a business You are operating, Our Services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Services, you are entitled:
  - to cancel your Agreement with Us; and
  - to a refund of any unused portion, or to compensation for its reduced value.
- You are also entitled to be compensated for any other reasonably foreseeable loss or damage.
- If the failure does not amount to a major failure, You are entitled to have problems with the Services rectified in a reasonable time and, if this is not done, to cancel your Agreement and obtain a refund for the unused portion of the Agreement.

#### Business Removals

- If You and any Consignee both require Our transport or storage services in connection with a business You are operating, these Australian Consumer Law guarantees do not apply and additional exclusions of liability and a cap on Our liability for loss of or damage to Goods of \$10,000 apply (see clause 9).

## 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 this 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 **"Agreement"** means our quotation, accepted by You, and these conditions;
- 1.4 **"Ancillary Services"** means transportation of vehicles, trailers, caravans, boats or animals;
- 1.5 **"Australian Consumer Law"** or **"ACL"** means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth);
- 1.6 **"Business Day"** means a day that is not a Saturday, Sunday or any other day which is a public holiday in the place where an act is to be performed or a payment is to be made;
- 1.7 **"Consequential Loss"** means any indirect costs, expenses, damages or losses including any loss of profit, loss of expected savings, opportunity costs, loss of business (including loss or reduction of goodwill) or damage to reputation.
- 1.8 **"Consignee"** means the person to whom the Goods are to be delivered (who will usually be You);
- 1.9 **"Force Majeure Event"** means any event beyond Our reasonable control and includes acts of God, lightning, earthquakes, cyclones, floods, landslides, storms, explosions, fires and any natural disaster, acts of war, acts of public enemies, terrorism, public disorder, riots, civil commotion, malicious damage, vandalism, sabotage, nuclear accidents, strikes, epidemics, pandemics, cyber warfare, cyber attacks, ransomware attacks, cyber sabotage, labour disputes and other industrial disturbances, any border or road closure or congestion of roads, any quarantine or customs restriction and any interruption of power supply or scarcity of fuel;
- 1.10 **"Goods"** means all furniture and other effects which are to be the subject of the Services;
- 1.11 **"Identification Document"** means any government-issued document for providing evidence of the identity of any person and includes a birth certificate, a passport, a proof of age card and a driver's licence;
- 1.12 **"Personal Document"** means any document containing Personal Information other than an Identification Document and includes: (a) a bank passbook or statement, or other financial statement or document; (b) personal correspondence; (c) a photograph or other personal memorabilia; and (d) a licence or other document conferring authority, right or qualification;
- 1.13 **"Personal Information"** means any Personal Information, Sensitive Information or Tax File Number Information, as those terms are defined in the *Privacy Act 1988* (Cth);
- 1.14 **"Services"** means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage as outlined in Our quotation;
- 1.15 **"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;
- 1.16 Words in the singular include the plural, and words in one or more genders include all genders;
- 1.17 Wherever 'include' or any form of that word is used, it will be construed as if it were followed by '(without being limited to)'.

## 2. Our Obligations

- 2.1 **WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH.** We reserve the right to refuse to consider undertaking, or to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion.
- 2.2 **Reasonable care.** We will take reasonable care to protect and safeguard the Goods and to follow any special handling requirements notified to Us by You. We will provide the Services exercising the degree of skill, care and efficiency that would be expected from a competent provider of removals and storage.

- 2.3 **Force Majeure Event.** We will not be liable for any loss or damage nor any delay which results from a Force Majeure Event. If, because of a Force Majeure Event, We are unable to carry out an obligation under this Agreement, Our obligations will be suspended to the extent they are affected by the Force Majeure Event, during the continuance of the Force Majeure Event.
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 authorised person nominated by You is present when the Goods are loaded and unloaded, except if they are being unloaded into or loaded from store. You must nominate the person who will be present at loading and unloading in writing before We commence loading or unloading the Goods. The nominated person will have authority to supervise and make decisions in relation to loading and unloading on Your behalf.
- 3.4 **Dangerous Goods.** You warrant that the Goods do not include any firearms, ammunition, or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, hazardous, damaging or noxious nature (including chlorine, fuel or gas bottles) nor Goods 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 seeking a quotation from Us. 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, in circumstances where the article or substance was not disclosed to Us, We may take any reasonable action, including destruction or disposal of the relevant article or substance, as We may think fit without incurring any liability to You.
- 3.5 **Excluded Items.** You warrant that the Goods do not include any: (a) medical supplies or equipment, including any personal medications, needles, hypodermic syringes, CPAP machine, mobility device or other specialised medical equipment; (b) Identification Documents; or (c) foodstuffs (other than canned food). We may refuse to remove or store any such items.
- 3.6 **Fragile Goods and Valuable Items.** You will, prior to the commencement of the removal or storage, give to Us written notice of (a) any Goods which are of a fragile or brittle nature and which are not readily apparent as such; (b) any item or related collection of items (such as a dining room suite, or a coin collection) having a value in excess of \$5,000; (c) any Goods which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment; and (d) any boxes You have packed Yourself the contents of which are worth more than \$300.
- 3.7 **Personal Documents.** You will ensure that all boxes or containers containing Personal Documents are clearly marked. You warrant that no Personal Information or Personal Documents are included in any boxes or containers other than as marked 'Personal Documents'.
- 3.8 **Assembly and Disassembly.** We are not required to dismantle, de-install, reassemble or re-install any Goods. If any Goods cannot be safely transported without being first dismantled, You must dismantle those Goods before they are collected by Us.
- 3.9 **Assisting Us.** You will assist us in identifying all Goods to be removed (other than Goods being removed from store).
- 3.10 **Inspection.** If you claim that We have damaged the Goods, You will permit Us to inspect those Goods, provided We give You reasonable advance notice of any proposed inspection.
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.
- 4.2 **Subcontractors.** We may use a Subcontractor 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 Subcontractors and to Our employees and to the employees of 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 may, at Your request, engage a Subcontractor to undertake Ancillary Services. Ancillary Services will only be provided if they have been specifically agreed to by Us in writing and are included in Our quotation.
5. Delivery
- We shall not be bound to deliver the Goods except to You or the person authorised by You pursuant to clause 3.3. 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 reasonable control, We will endeavour to contact You to obtain alternative instructions and We will be entitled to a reasonable additional charge for following any alternative instructions. If we cannot contact You or You do not provide alternative instructions that We can reasonably comply with, 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.
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 (either a physical address or email address or both) 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 warehouse (within 50 km of the original warehouse) 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 an 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 providing access to the Goods.
- 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 Business 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' written notice to You: (a) at Your cost, SECURELY DESTROY ANY PERSONAL DOCUMENT; and (b) SELL ALL OR ANY OF THE GOODS that are not identified as Personal Documents in accordance with clause 3.7, by public auction or on Ebay or a similar online auction sale facility and apply the net proceeds in satisfaction of any amount owing by You to Us and pay any balance to You.
- 6.8 **Sale of Goods.** For the purposes of preparing for the sale of the Goods under clauses 6.7 or 7.8 or otherwise as permitted by law, We are authorised by You to open any boxes in storage that are not marked in accordance with clause 3.7, 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 by Us under this or any other agreement. If We fail to sell the Goods having offered them for sale at public auction or on Ebay or any similar platform, We may dispose of the Goods or donate them to charity.
- 6.9 **Identification Documents.** If any of the Goods comprise Identification Documents (in breach of clause 3.5) You irrevocably authorise Us to return any such Identification Documents to the government or other authority that issued those Identification Documents.
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, as a result of information provided by You being incorrect or incomplete or due to Your change of mind, We will be entitled to make a reasonable additional charge.
- 7.2 **Personal Document Surcharge.** If more than 5% of the volume of the Goods is comprised of boxes or containers marked as containing Personal Documents, then We may require You to pay a surcharge, the amount of which will be advised at the time the Goods are collected by Us.
- 7.3 **Force Majeure Event.** If We are prevented from or delayed in undertaking the Services because of a Force Majeure Event, we will also be entitled to make a reasonable additional charge.
- 7.4 **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, if We agree to provide the Services on an alternative date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.
- 7.5 **Cancellation.** You may cancel this Agreement before the Goods are collected by Us for transit, and We will promptly refund any deposit, provided that You give Us at least seven days' notice in writing before the scheduled date for collection. If you fail to give Us seven days' notice, We may retain any deposit paid by You.
- 7.6 **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.
- 7.7 **Default Charges.** If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the rate that is 4% above the cash rate published by the Reserve Bank of Australia from time to time, calculated on monthly rests.
- 7.8 **Contractual Lien.** 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 by Us under this or any other agreement. Without prejudice to any other rights which We may have under this Agreement 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: (a) at Your cost, SECURELY DESTROY ANY PERSONAL DOCUMENT; and (b) SELL ALL OR ANY OF THE GOODS that are not identified as Personal Documents in accordance with clause 3.7 by public auction or on Ebay or a similar online auction sale facility 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 and pay any balance to You.
8. **Loss or Damage - Private Removals and Storage (where either You or the Consignee are not carrying on a business)**
- 8.1 **Australian Consumer Law.** Except where You and any Consignee require the Services for the purposes of a business, trade, profession or occupation, this Agreement will be subject to the guarantees set out in sections 60, 61 and 62 of the Australian Consumer Law including 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 loss of or damage to the Goods to the extent that Our negligence (including the negligence of any Subcontractor) caused or contributed to that loss or damage. We will not be liable for loss of, or damage to the Goods to the extent caused or contributed to by You or someone else that We are not responsible for at law.
- 8.3 **Damage to Goods - Packaging.** We will not be liable for damage to the Goods that occurs because of packing or unpacking that was not undertaken by Us or a Subcontractor.
- 8.4 **Damage to Goods - Inherent Risk.** Electrical and mechanical appliances, computer equipment, scientific instruments, certain musical instruments, and assembled flat pack furniture (unless it has been dismantled by You prior to collection) are inherently susceptible to suffer damage or disorder upon removal and We only agree to transport these sorts of Goods on the basis that We are not liable for damage to these Goods unless there is evidence of Our negligence, comprising visible external physical damage to the relevant Goods that has been caused by Us.
- 8.5 **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 for confirming that all of the Goods have been delivered, there are no missing items or boxes and the Goods are in acceptable condition or to provide Us with details of any missing or damaged Goods. Any claim for loss or damage of Goods should 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 Business Days.
9. **Loss or Damage - Commercial Removals and Storage (where You and any Consignee are carrying on a business)**
- 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 and the Goods are being delivered to a Consignee who is carrying on a business, trade, profession or occupation in connection with the Goods, the following conditions of this clause 9 will apply.
- 9.2 **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), and in any event that liability will be limited to \$500 per item or package, or \$10,000 in the aggregate in respect of all Goods moved or stored under this Agreement (whichever is the lesser).
- 9.3 **Damage to Goods - Packaging.** We will not be liable for damage to the Goods that occurs because of packing or unpacking that was not undertaken by Us or a Subcontractor.
- 9.4 **Damage to Goods - Inherent Risk.** Electrical and mechanical appliances, computer equipment, scientific instruments certain musical instruments and assembled flat pack furniture (unless it has been dismantled by You prior to collection) are inherently susceptible to suffer damage or disorder upon removal and We only agree to transport these sorts of Goods on the basis that We are not liable for damage to these Goods unless there is evidence of Our negligence, comprising visible external physical damage to the relevant Goods that has been caused by Us.
- 9.5 **Consequential Loss.** To the extent permitted by law, We will not be liable to You for any Consequential Loss associated with loss of or damage to Goods, or delay in delivery, misdelivery or non-delivery of Goods.
- 9.6 **Circumstances where cap does not apply.** The cap on liability set out in clause 9.2 will not apply to the extent that any loss of or damage to Goods is caused by Us engaging in malicious conduct, deliberate or wilful misconduct, fraud or criminal conduct.
- 9.7 **Claims.** You will be asked to sign an inventory at or other document 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 or to provide Us with details of any missing or damaged Goods. In circumstances where We are liable under this clause 9, notice of the claim must be given by You to Us as soon as practicable 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, unless You have a reasonable excuse for Your failure to give such written notice.
10. **Value of the Goods**
- 10.1 **Inventory Value of Goods.** In any claim for loss or damage to Goods, 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 of the value of any particular Goods, and of the total value of the Goods.
11. **Insurance**
- 11.1 **Our Insurance.** We offer to arrange for the Goods to be insured during transit and storage, and details of the type of insurance, the conditions and the rates are set out in Our quotation 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).
- 11.2 **Other Insurance.** You may, of course, arrange insurance with an insurer of Your choice.
12. **Disputes**
- 12.1 **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 under this Agreement.
- 12.2 **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.

**13.** Variation and Notice

13.1 **Variation.** This Agreement 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.

13.2 **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 email to any email address supplied by You to Us.

**14.** Applicable Law

14.1 The law which governs this Agreement will be the law applicable in the place in which the agreement is made and You agree that the courts of that place will have non-exclusive jurisdiction with respect to this Agreement.

14.2 The ACL provides that our Services may come with consumer guarantees and We do not exclude or limit the application of the ACL where to do so would contravene the ACL, or result in any of these conditions being void.

## 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.

<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.
<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.
<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>
<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.
<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>
<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 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.
<b>How are we paid?</b>	In arranging your insurance, we receive the difference between the amount you

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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 insurers 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 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.

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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 समझाने 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 ਦਸਿਆ 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.



# Supplementary Product Disclosure Statement

## Home Contents and Personal Property in Transit

**Date of preparation: 6<sup>th</sup> September 2023**

This is a Supplementary Product Disclosure Statement (SPDS) issued by QBE Insurance (Australia) Limited. It supplements and amends product disclosure statements (PDS) listed in the table below:

Document number and version				
QM1370-0421				

It provides more information about:

- Amendments and available options to your insurance policy  
and must be read together with your applicable PDS.

## How to read this Supplementary Product Disclosure Statement

You should read this document together with your insurance policy, which is made up of:

- the PDS and
- your Marine Certificate of Insurance

## Amendments to the PDS

Section(s) in PDS changing	Change
<p>Duty of Disclosure Insurance Contracts Act 1984 (Cth) &amp; Marine Insurance Act 1909 (Cth)</p> <p>Replaced with</p> <p>Duty not to make a misrepresentation</p>	<p><b>Duty not to make a misrepresentation</b></p> <p>This is a consumer insurance contract under the Insurance Contracts Act 1984 (Cth).</p> <p>Under the Insurance Contracts Act 1984 (Cth) you have a duty to take reasonable care not to make a misrepresentation to us. This duty applies when you enter into, renew, extend or vary this contract of insurance.</p> <p>Before you enter into, renew, extend or vary this contract of insurance we will ask you questions that are relevant to our decision to insure you and on what terms. When you answer the questions you must not give a false or misleading account of matters. Your response should tell us everything that you know about the question. Your response is relevant to whether we offer you insurance and the terms that are offered.</p> <p>A misrepresentation made fraudulently is made in breach of the duty to take reasonable care not to make a misrepresentation.</p>
	<p><b>Duty of Disclosure under the Marine Insurance Act 1909</b></p> <p>Your attention is drawn to Sections 23 to 27 of the Marine Insurance Act 1909 (Cth) and, in particular, that any contract of marine insurance is based on utmost good faith and in the absence of such good faith, may be avoided. Further, you have an obligation to disclose to us every material circumstance which is known to you and/or which in the ordinary course of business ought to be known to you. Every circumstance is material if it would influence the judgement of a prudent insurer in fixing the premium or determining whether they will take the risk. If there is a failure to make such disclosure, we may avoid the contract.</p>
<p>Clause 3.2 – Owner Packed Property</p>	<p><b>Clause 3.2 – Owner Packed Property</b></p> <p>This policy is extended to cover Theft, Pilferage or Non-delivery of owner packed items, limited to \$500 per carton unless a detailed carton inventory has been provided to the Removal Company prior to commencement of the transit.</p>
<p>Clause 7.2 – Electrical, mechanical and electrical failure</p>	<p><b>Clause 7.2 Electrical, mechanical and electronic failure</b></p> <p>This exclusion shall not apply for the first \$25,000 of any claim if cover nominated on your Insurance Declaration and is shown in your policy schedule.</p>



1. Definitions—  
Insured property

**1. Definitions – Insured property**

Item (b) is deleted and replaced with the following:

Policy is extended to cover Antiques, curio, jewellery, plate, precious objects, work of art, fine art, medals, coin collections, fur or pieces of precision equipment up to a limit of \$1,000;

unless you have declared and nominated Valuables cover on your Insurance Declaration and is shown in your policy schedule.

# Target Market Determination

## Home Contents and Personal Property in Transit



**QBE Insurance (Australia) Limited** ABN 78 003 191 035 AFSL 239 545

This Target Market Determination (TMD) is effective from 25.07.2023 and relates to the Home Contents and Personal Property in Transit Product Disclosure Statement (QM3170).

This TMD provides QBE's distributors and customers information regarding:

- which class of customers this product is suitable for (the target market) and which class of customers this product is likely to be unsuitable for;
- any distribution conditions for this product;
- reporting obligations and restrictions on distribution of our distributors; and
- the review period and events or circumstances that may trigger a review.

This TMD describes the customers within our target market. This TMD doesn't consider a customer's personal needs, objectives and financial situation.

A customer should always refer to the Home Contents and Personal Property in Transit Product Disclosure Statement (PDS), and any Supplementary Product Disclosure Statements (SPDS) that may apply, to ensure the product is right for them.

### Comprehensive Cover

This product has been designed for consumers in the target market to provide financial protection for (but not limited to):

- loss or damage of insured property during the removal to a destination within Australia or Overseas.
- loss or damage of insured property while in transit and storage if requested.

### Who is within the Target Market for Comprehensive Cover?

#### Customers within the Target Market

(Customers are within the target market if all the following conditions apply)

✓	Customers who are relocating and need to move their home contents and personal property which they own from one home to another.
✓	Customers who hire a professional removalist to move their home contents and personal property (including items such as a motor vehicle or boat) to a destination within Australia or Overseas.
✓	Customers whose goods will be transported by either road, rail, aircraft or sea.
✓	Customers who want financial protection for the loss or damage occurring to their contents and personal property while in transit.

#### Customers **NOT** within the Target Market

(Customers are not within the target market if any of the following conditions apply)

✗	Customers who plan to move their home contents themselves, without a professional removalist.
✗	Customers who want transit cover for commercial goods.

## Distribution Conditions

This product has been appropriately designed to be distributed through Cowden (Vic) Pty Ltd. The product and the systems it is distributed through have been designed for a customer seeking insurance through Cowden (Vic) Pty Ltd. Cowden (Vic) Pty Ltd has taken reasonable steps to understand the key product attributes and align distribution to customers in the target market.

<b>Distribution Restrictions</b>	This product can only be sold via Cowden (Vic) Pty Ltd, ABN 66 008 889 450, AFSL 245658.
<b>Distribution Conditions</b>	<p>This product can only be sold via a QBE approved application system within the eligibility and underwriting rules.</p> <p>Any quoting outside the system must always be referred to a QBE authorised representative.</p> <p>It can be sold to customers within the target market without the customer being provided with any financial product advice or, with either general or personal advice.</p> <p>Make the TMD available to customers who wish to refer to it.</p>
<b>Distribution Method</b>	<p>This product can be sold via direct contact between the customer and Cowden (Vic) Pty Ltd.</p> <p>This product is not available online for customers to purchase directly.</p>

## Reporting Obligations for Distributors

Distributors of this product are required to provide QBE with complaints information about this product through the agreed complaints submission process including:

- The number of complaints the distributor has received about this product during the reporting period;
- A brief summary about the nature of the complaint raised and any steps taken to address the complaint; and
- Any general feedback our distributor may have received on this product.

Distributors should include sufficient details about the complaint that would allow QBE to identify whether the TMD may no longer be appropriate to the class of customers.

**Reporting Period:** 6 monthly or as otherwise agreed with the Distributor and no later than 10 business days after the agreed complaints reporting date.

## Dealings outside the target market

Distributors of this product need to report to QBE when they become aware a dealing outside the target market that has not been approved by QBE. Their report to QBE must include information such as the date (or date range) the dealing occurred, details about the dealing(s) and any steps or actions taken to mitigate.

**Reporting Period:** As soon as practicable and, subject to our distribution agreement, no later than 10 business days of the date on which the Distributor became aware of the dealing.

TMD Reviews	
<b>Review Period</b>	The initial review of this TMD will occur no later than 2 years from the date this TMD is first published and every 2 years thereafter.
<b>What may trigger a review prior to periodic review</b>	<p>The events or circumstances that may suggest the product is no longer suitable to the target class of customers and would trigger a review (prior to the scheduled periodic review date) include, but are not limited to, QBE becoming aware of:</p> <ul style="list-style-type: none"> <li>• a significant increase in the number of complaints relating to the product received by QBE or reported by distributors;</li> <li>• a material change to the product including Product Disclosure Statement, information or assumptions upon which the target market was formulated;</li> <li>• a change of relevant law, regulatory guidance or industry code which has a material effect on the terms or distribution of the product;</li> <li>• the product being distributed and purchased in a way that is significantly inconsistent with this TMD;</li> <li>• adverse trends in policy and claims data indicating the product is not performing as expected by the customer.</li> </ul>



QBE Insurance (Australia) Limited

# 'Floor to floor' single transit accidental damage

Marine insurance policy

## Contents

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## Single Transit 'Floor to Floor' Accidental Damage Policy

### Insurers

The Policy is underwritten by QBE Insurance (Australia) Limited, ABN 78 003 191 035, AFS Licence No. 239545 of Level 5, 2 Park Street, Sydney NSW 2000.

### About QBE Australia

QBE Insurance (Australia) Limited ABN 78 003 191 035 AFSL 239545 is a member of the QBE Insurance Group Limited ABN 28 008 485 014 (ASX: QBE). QBE Insurance Group is Australia's largest international general insurance and reinsurance group, and one of the largest insurers and reinsurers in the world.

## Important Information

### 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 of insurance 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 and treat the contract as if it never existed.

## The General Insurance Code of Practice

QBE Australia is a signatory to the General Insurance Code of Practice.

The Code aims to:

- Commit us to high standards of service
- Promote better, more informed relations between us and you
- Maintain and promote trust and confidence in the general insurance industry
- Provide fair and effective mechanisms for the resolution of complaints and disputes between us and you
- Promote continuous improvement of the general insurance industry through education and training.

## Privacy

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 full list of ways we could use it. To get a free copy of it 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.



## Resolving complaints & disputes

At QBE we're committed to providing you with quality products and delivering the highest level of service.

We also do everything we can to safeguard your privacy and the confidentiality of your personal information.

### Something not right?

We know sometimes there might be something you're not totally happy about, whether it be about our staff, representatives, products, services or how we've handled your personal information.

#### Step 1 – Talk to us

If there's something you'd like to talk to us about, or if you'd like to make a complaint, speak to one of our staff. When you make your complaint please provide as much information as possible. They're ready to help resolve your issue.

You can also contact our Customer Care Unit directly to make your complaint. Our aim is to resolve all complaints within 15 business days.

#### Step 2 – Escalate your complaint

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

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

#### Step 3 – Still not resolved?

If you're not happy with the final decision, or if we've taken more than 45 days to respond to you from the date you first made your complaint, you can contact the Australian Financial Complaints Authority (AFCA). AFCA is an ASIC approved external dispute resolution body.

AFCA resolves insurance disputes between consumers and insurers, at no cost to you. QBE is bound by AFCA decisions - but you're not. You can contact AFCA directly and they'll advise you if your dispute falls within their Rules.

##### *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 satisfied with our final decision and it relates to your privacy or how we've handled your personal information, you can contact the Office of the Australian Information Commissioner (OAIC).

## Contacting QBE's CCU, 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

## Section 1 – Definitions

When used in this Policy, the following words have a special meaning assigned to them, as follows:

Word or term	Meaning
Accident, accidental	any occurrence or event which arises during the transit which results in loss or damage to the goods which is unintended and could not have been expected by a person who has actual knowledge of the means of transportation of the goods.
Goods	the interest insured as specified in the Policy Schedule.
We, our, us	QBE Insurance (Australia) Limited, ABN 78 003 191 035.
You, your	the insured specified in the Policy Schedule.

## Section 2 – The insurance contract

We agree to provide insurance as described in this Policy subject to the terms, limitations, exclusions and conditions contained in or endorsed on or otherwise expressed in the Policy.

This insurance is in consideration of the insured named in the Policy Schedule:

- having paid or agreed to pay the premium to us,
- providing to us a written application.

The Policy Wording, Policy Schedule (which expression includes any Policy Schedule substituted for the original Policy Schedule) and endorsements (if any) are to be read together.

## Section 3 – The transit

### Goods other than livestock and motor vehicles

During the period of insurance:

- cover commences from the time the goods are picked up inside the warehouse/premises or place of storage for loading onto the conveying vehicle,
- cover terminates when the goods are placed and/or positioned inside the receiver's or other designated warehouse or premises.

### Livestock

During the period of insurance:

- cover commences when the livestock proceed on to the loading ramp of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle,
- cover terminates when the livestock exit the loading ramp adjacent to the conveying vehicle at the receiver's or other designated warehouse or premises.

### Motor vehicles

During the period of insurance:

- cover commences when the motor vehicle's wheels/tracks are driven onto the loading ramps of the conveying vehicle from the ground or loading dock adjacent to the conveying vehicle,
- cover ceases when the motor vehicle is parked on the ground or loading dock immediately adjacent to the conveying vehicle.

### The cover

The cover granted under this 'Transit' clause is subject to:

- the conveying vehicle departing for destination within forty eight (48) hours of the commencement of loading – if this period is exceeded cover ceases until the conveying vehicle actually departs for destination;
- the placement or positioning of the goods within the warehouse or premises being:
  - directly associated with the transit, and
  - completed within forty eight (48) hours of the conveying vehicle's arrival,
- the exclusion of the risks of dismantling, re-assembly and testing of goods.

## Section 4 – Accidental damage cover

Subject to the exclusions and general conditions listed in Sections 5 and 6, this Policy covers:

### 1. Goods – Non-refrigerated

This insurance covers accidental loss of or damage to the goods during transit.

### 2. Refrigerated goods

This insurance covers accidental loss of or damage to the goods in transit, but excluding loss or damage resulting from any variation in temperature unless the variation in temperature is directly caused by:

fire, lightning, explosion and/or flood,

collision, jack-knifing, overturning and/or derailment of the conveying vehicle,

crashing and/or forced landing of the conveying aircraft, or

accidental malfunction of the refrigerating machinery for a period of not less than four (4) consecutive hours or for the period specified in the Policy Schedule, whichever is the longer period.

### 3. Livestock

This insurance covers death of animals caused by an accident or by natural causes during transit, provided that:

- the animals are in a good state of health prior to loading, and
- the animals are fit for travel.

Cover is extended to include the risks of humane killing of livestock when necessary as a result of an accident or natural causes during transit.

### Insufficiency of packing clause

This insurance excludes loss of or damage to the goods caused by the insufficiency or unsuitability of packing or preparation of the goods for the transit unless these circumstances were outside your control and you could not reasonably be expected to have knowledge of them in the normal course of your business.

### Shut-out clause

In the event of the goods being 'shut-out' from the conveyance at an intermediate place during the course of transit, this insurance covers the goods whilst waiting for an alternative conveyance provided the goods are stored in a secure area, but excluding any loss or damage caused by delay.

### Strikes and riots

This insurance covers loss of or damage to the goods caused by strikers, locked out workers or persons taking part in labour disturbances, riots, civil commotions or damage caused by persons acting maliciously.

## Section 5 – Additional benefits

Subject to the exclusions and general conditions listed in Sections 5 and 6.

### Agistment expenses – Livestock only

We will pay all reasonable costs and expenses necessarily incurred in maintaining the animals at agistment when caused by an insured event.

Subject to a limit of \$500 per animal and \$50,000 in the aggregate for any one (1) loss or series of losses caused by the one (1) event.

### General average and salvage clause

If your goods are being transported by sea between Australian ports and a general average is declared, this Policy extends to cover the full costs of the general average and/or Salvage contribution irrespective of the amount insured being less than the contributory value.

### Mustering costs – Livestock only

We will pay all reasonable costs and expenses necessarily incurred for mustering of the animals at the scene of the accident when caused by an insured event.

Subject to a limit of \$500 per animal and \$50,000 in total for any one (1) loss or series of losses caused by the one (1) event.

### Packaging

This insurance covers accidental loss of or damage to packaging while carried in transit caused by an insured event. Subject to a limit of \$50,000 any one (1) loss or series of losses caused by the one (1) event, unless otherwise specified in the Policy Schedule and provided the costs are not recoverable under any other policy of insurance.

'Packaging' means packing materials, shipping containers, crates, pallets, or similar receptacles belonging to you or for which you are responsible.

### Overcarried clause

Should the goods be over-carried to a different destination, this insurance covers the goods until returned to the original destination.

### Removal of debris/Clean-up costs

This insurance covers all reasonable costs and expenses incurred in unloading, removing and disposing of damaged goods and clean-up of the accident site after the occurrence of an insured event. Subject to a limit of \$50,000 any one (1) loss or series of losses caused by the one (1) event, unless otherwise specified in the Policy Schedule and provided the costs are not recoverable under any other policy of insurance.

Where dangerous goods are specified in the Policy Schedule this removal of debris/clean-up costs benefit does not apply.

## Re-securing

This insurance covers all reasonable costs and expenses incurred in re-securing the goods where there has been movement of the goods in transit, which makes re-securing necessary, even though there may be no claim resulting from the incident provided these circumstances were outside your control and you could not reasonably be expected to have knowledge of them in your normal course of your business.

Subject to a limit of \$5,000 any one (1) incident, unless otherwise specified in the Policy Schedule and provided these costs are not recoverable under any other policy of insurance.

## Transfer/onforwarding clause

Where, due to an event covered by this insurance, the transit is terminated short of the intended destination this insurance covers all reasonable costs incurred in transferring, storing and forwarding the goods to the original destination in Australia. This extension does not include costs incurred due to your insolvency or financial default.

## Wandering off clause – Livestock only

This insurance covers loss of animals due to 'wandering off' from the scene of an accident caused by an insured event.

Subject to a limit of \$50,000 any one (1) loss or series of losses caused by the one (1) event.

## Section 6 – Exclusions – Applicable to all sections

This insurance does not cover any loss or damage:

1. To property other than the goods specified in the Policy Schedule.
2. To goods caused by your wilful act or the wilful act committed by someone with your knowledge or connivance.
3. To goods caused by delay, rejection, loss of market, loss of profits or any consequential loss (even though it may have been caused by an insured event).
4. Caused by a reduction in value of goods because of repairs.
5. Caused by ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the goods.
6. Caused by inherent vice or nature of the goods (other than refrigerated goods due to variation in temperature as provided in Section 3).
7. To animals caused by inoculation and/or its after effects, infectious diseases, rejection, abortion, loss/death of foetus, loss of use or delay.
8. Caused by the failure of you or your employees to take all reasonable precautions to ensure that refrigerated goods are kept in refrigerated, or where appropriate, properly insulated and cooled space.
9. To goods caused by rust, oxidization and/or discolouration unless caused by an insured event.
10. To goods caused by electronic, electrical or mechanical failure unless caused by an insured event and there is visible external physical damage.
11. To goods caused directly or indirectly by war, acts of war (whether declared or not), rebellion, revolution, lawful seizure, confiscation, nationalisation, requisition, destruction or damage by or by the order of any government, public or local authority.
12. To goods caused directly or indirectly by ionization, radiation, radioactive material, nuclear process or from nuclear weapons material.
13. Arising from the theft of goods when in your custody or control if the conveying vehicle or building and/or premises used for temporary storage during the normal course of transit are not securely locked when unattended.
14. To motor vehicles/machinery driven under their own power or whilst being towed other than during loading and unloading operations.
15. To personal effects or tools or other goods left in motor vehicles/machinery.
16. To motor vehicles/machinery caused by personal effects or tools or other goods being left in the motor vehicles/machinery.
17. To windows or windscreens of motor vehicles/machinery caused by stone chips.
18. Or expense arising out of the insolvency or financial default of the carrier unless these circumstances were outside your control and you could not reasonably be expected to have knowledge of it during the normal course of your business.
19. Where a claim payment breaches any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of Australia, the European Union, United Kingdom or United States of America, or any local autonomous sanctions.

In no case shall this insurance cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:

- ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel,
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof,
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter,
- 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,
- any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of asbestos,
- any chemical, biological, biochemical, or electromagnetic weapon.

In addition, the following clause shall be paramount and shall override anything else contained in this insurance:

Notwithstanding any provision to the contrary contained in this Policy or the clauses referred to within this Policy, it is agreed that in so far as this Policy covers loss of or damage to the goods insured caused by terrorism or any terrorist or any person acting from a political motive, such cover is conditional upon the goods insured being in the ordinary course of transit and, in any event, shall terminate either:

A. as per Section 2 – The Transit, or

B. on delivery to any other warehouse or place of storage, whether prior to or at the destination, which you elect to use either for storage other than in the ordinary course of transit or for allocation or distribution, whichever shall first occur.

For the purpose of this insurance, 'Terrorism' means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means, and/or
- putting the public or any section of the public in fear,

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly political, religious, ideological or similar nature.

'Terrorism' shall also include steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, anticipated, threatened, suspected or perceived terrorism.

## Section 7 – General conditions – Applicable to all sections

### Alteration of risk

If there is any change in the circumstances or nature of the risks covered by this insurance, you must give us immediate notice or we may be entitled to reduce their liability under the contract to the extent they are prejudiced (which may reduce a claim to nil) unless we have agreed to the change in writing.

### Benefit of insurance

The carrier or any other bailee can not claim any benefit under this Policy. Your rights under this Policy are not prejudiced by any agreement exempting the carrier from liability.

### Law and practice

This insurance is subject to Australian federal law and practice.

### Third party interests

You must inform us of the interests of all third parties (e.g. financiers or lessors) to be covered by this insurance. The insurers protect the interests of third parties only if you have informed them and the interest(s) are noted in the Policy Schedule.

### Other insurance

This insurance does not cover any loss or damage which, at the time of the accident:

- is insured by, or
- would, but for the existence of this Policy, have been insured by

any other existing policy or policies except to the extent that the amount claimed exceeds the amount that would have been payable under the other policy or policies had this insurance not been effected.

### Warranties

Any warranties specified in the Policy Schedule are to be regarded as conditions of the contract of insurance.

### Underinsurance

We require you to insure for the full value or maximum potential risk. If you do not do so, and you are underinsured, we may pay you less in the event of a claim, calculated in accordance with either the policy wording or the Marine Insurance Act 1909 where applicable, which takes into account the degree of underinsurance.

## Section 8 – Claims

### How much we pay

The amount payable, at our option, will be either:

- the cost of repairing or replacing lost or damaged goods including freight costs, or
- the actual value of the lost or damaged goods at the time of loss (i.e. unless the goods were new an amount for depreciation and wear and tear will be deducted from the claim) including freight costs.

This amount will be subject to the limit of liability stated in the Policy Schedule.

### Brands/labels clause

In the event of loss of or damage to goods bearing embossed or indented brands or labels or other permanent markings identifying you as the manufacturer or supplier, or exclusive and/or secret formula that may be involved, the goods may be retained by you to dispose of as you see fit provided a reasonable allowance is agreed for the value of the goods.

Where only the labels of the goods are affected by an insured event, the amount payable by us is limited to the cost of reconditioning and the costs of relabelling.

### Excess

The amount stated in the Policy Schedule as the excess will be deducted from each and every claim.

### Limit of liability

Our liability is limited to the amount stated in the Policy Schedule for any one accident or series of accidents caused by the one event.

### New machinery replacement clause

Where loss or damage to any part or parts of an insured machine is caused by an insured event, the amount we pay will be:

- the cost of replacement or repair of the part or parts, and
- additional charges for forwarding and refitting.

Subject to our liability not exceeding the value of the complete machine.

### Pairs and sets clause

Where any item is part of a pair or set, the insurance will only pay for the part of the pair or set which is lost or destroyed even if it can not be replaced with a matching item. The value of the goods shall be regarded as spread over the whole of the pair or set, divided in the proportions that it would cost to replace all the items making up the pair or set.

### Secondhand replacement clause

Where the loss of or damage to the goods is caused by an insured event and new parts are used in replacement or repair, the amount we pay will be:

- the proportion of the cost of replacement parts lost or damaged as the amount insured bears to the value of an equivalent new unit, plus
- additional charges for forwarding and refitting the new part or parts if incurred.

Subject to our liability not exceeding the value of the goods.

## What you must do

Following an event that is likely to give rise to a claim under this Policy, you must take the following steps:

### 1. Immediate action

- Take all reasonable measures to avoid or minimise any loss, damage or expense (the reasonable and necessary cost of doing this will be payable by us).
- Inform the police as soon as possible after a theft is discovered.

### 2. Notification

- Inform us of the event as soon as possible.
- Submit to us full written particulars as soon as possible.
- Send to us all correspondence and documents relating to the event.
- Provide or arrange for us to be provided with invoices, statements and other documents evidencing the amount of the loss.

### 3. When other parties may be liable

- When another party may be liable to you for the loss, damage or liability you must:
- not agree to release those parties from liability,
- hold that party liable by delivering a notice of intention to claim,
- in no circumstances, except under written protest, give clean receipts where the goods are in doubtful condition.

### 4. When delivery is made by container

When delivery is made by container, ensure that the container and seals are examined immediately by the responsible official. If the container is delivered damaged or with the seals broken or damaged or with seals other than stated in the shipping documents, note the delivery docket accordingly and retain all defective or irregular seals for subsequent identification.

### 5. If the loss or damage was not immediately apparent

If the loss or damage was not immediately apparent at the time of delivery, apply immediately for surveys by the carriers or other bailees to be conducted within three (3) days of delivery.

### 6. Inform us

Inform us of the circumstances and let us have a copy of all relevant documents.

We may exercise all your legal rights relating to the loss or damage. We may prosecute or defend any legal proceedings in your name and have full discretion in the exercise of your legal rights.

Measures taken by you or us with the object of saving, protecting or recovering the goods insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.



## Claims documentation

To enable claims to be dealt with promptly, you are advised to submit all available supporting documents without delay, including where applicable:

1. Original contract of carriage, consignment note or other contract of carriage.
2. Original or a copy of shipping invoices, shipping specifications, weight notes, packing, lists, sales invoices or other documents evidencing value.
3. Survey report or other documentary evidence to show the extent of the loss or damage.
4. Delivery docket and weight notes at final destination.
5. Correspondence exchanged with carriers and other parties regarding their liability for the loss or damage.

Important: Failure to comply with any of the conditions regarding claims procedures and documentation in this Policy may prejudice any claim you make.

## Other important details

### General average

In the event of a 'General average contribution arising under this Policy, contact us before signing any 'General average bond'.

### Fraudulent claims

If any claim is fraudulent or false in any respect we may refuse to pay all or part of the claim, to the extent permitted by law.

We may also be entitled to cancel this Policy.

## How the 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 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

### 1 General

- 1.1 This Privacy Policy details how Two Men and a Truck ('TMAAT') collects and uses your personal information.
- 1.2 TMAAT will collect, use, disclose, store, secure and dispose of your personal information in accordance with the relevant law.

### 2 Personal Information

- 2.1 Personal information is information that allows a person to be identified, including name, address, phone number, email address, financial or credit card details and other information.

### 3 Collection

- 3.1 TMAAT collects personal information including via its website, cookies, and communications.
- 3.2 When TMAAT collects personal information, we will, where appropriate and possible, explain why the information is being collected and how it will be used, such as in this policy.

### 4 Notification

- 4.1 TMAAT will take reasonable steps to notify you of certain matters, such as the purposes of collecting your personal information, in this policy for instance.
- 4.2 Where you have provided us with personal information whilst using one of services or products, we will be entitled to use or disclose that information in accordance with the law, agreed terms, and any permissions you have given, whether express or implied.

### 5 Anonymity

- 5.1 TMAAT provides you with the option of dealing with us anonymously or through a pseudonym, when calling or emailing us to enquire about our services and products, for example.
- 5.2 If you choose to deal with us anonymously or using a pseudonym, this may limit your access to our services or products, or how we can interact with you and respond to your requests, due to impracticability or requirements under the law, which require us to identify you.

### 6 Cookies

- 6.1 TMAAT uses cookies to improve your experience on the website, including understanding how you use the website, keeping you signed in, remembering your site preferences, and giving you locally relevant content.
- 6.2 When you visit the TMAAT website, we may collect your information automatically through cookies or similar.
- 6.3 There are two types of cookies, which are first-party cookies are created by the site you visit, and third-party cookies are created by other sites, which own some of the content, like ads or images, that you see on a webpage you visit.
- 6.4 TMAAT may use a mix of first-party and third-party cookies.
- 6.5 The TMAAT website uses the cookies for the following purposes:
- (a) Recognising users on the TMAAT website and remembering previously selected preferences, including your preferred language and location.
  - (b) Collecting information about your visit to the TMAAT website, content viewed, links followed and information about your browser, device, and IP address.
  - (c) Sharing limited aspects of this data with advertising partners and third parties for advertising purposes, meaning that when you visit another website, you may be shown advertising based on your browsing patterns on the TMAAT website.

### 7 Use

- 7.1 TMAAT collects your personal information for the primary purpose of:
- (a) providing services to you,
  - (b) expanding and enhancing our products and services,
  - (c) marketing,
  - (d) performing accounting and administrative functions,
  - (e) processing and managing accounts, including collection,
  - (f) meeting contractual obligations and enforcing terms and conditions,
  - (g) internal reporting,
  - (h) responding to enquiries and investigating complaints,
  - (i) preventing, detecting, investigating, or otherwise addressing any use of our products or services of your information for suspected illegal activities including payment fraud or identity fraud), and
  - (j) communicating with you.
- 7.2 Using your personal information for this primary purpose may include communication via email, phone, SMS, or mail, or other methods of communication, or making you aware of new products, services, or opportunities available, and providing services, including on a credit basis.
- 7.3 TMAAT may also use your personal information for secondary purposes related to the primary purpose, in circumstances where you would reasonably expect such use or disclosure.
- 7.4 You may unsubscribe from our marketing or mailing lists at any time, by contacting us in writing.

### 8 Third Parties

- 8.1 Where reasonable and practicable, TMAAT will collect your personal information from you.
- 8.2 However, in circumstances where TMAAT may be provided with information from third parties, we will take reasonable steps to ensure that you are made aware of the information attained.
- 8.3 TMAAT may provide your personal information to third parties, in the course of providing services to you, to fulfill contractual obligations, by law, or where you have provided consent.
- 8.4 TMAAT does not guarantee website links or policies of third parties.

### 9 Disclosure

- 9.1 TMAAT may disclose your personal information to third parties including overseas recipients, where express notification is provided to the use or disclosure, or where required or authorised by law.
- 9.2 By agreeing to this Privacy Policy, you agree to such disclosure.
- 9.3 Circumstances where TMAAT may disclose your personal information to an entity which is not in Australia or an external territory, includes but is not limited to the following:
- (a) For the purposes of securely storing the data on a third party's remote server.
  - (b) As part of outsourcing technological or administrative projects.
  - (c) To service providers, agents, or contractors engaged by TMAAT, including in the provision of services or in relation to accounts.
  - (d) To business partners.
  - (e) To law enforcement and other government agencies.
  - (f) As required or permitted by law.

(g) Where you have provided your consent to such disclosure.

9.4 Overseas recipients are likely to include TMAAT contractors in the Philippines.

9.5 Before TMAAT makes any cross-border disclosure of your personal information to a region without comprehensive data protection laws, we will take such steps as are reasonable in the circumstances to ensure that the overseas recipient does not breach this Privacy Policy.

## **10 Government Identifiers**

10.1 We will not use or disclose any government identifier of you, such as your driver licence number, unless reasonably necessary to verify your identity for the purposes of providing our products and services.

## **11 Security**

11.1 Personal information is stored in a manner that reasonably protects it from misuse, loss, unauthorised access, modification, or disclosure.

11.2 TMAAT seeks to ensure that personal information held by, or for, the company is:

(a) stored on secured servers in controlled facilities if in electronic form,

(b) archived in secure filing systems if in hard copy form, and

(c) only accessible by authorised personnel, whether in electronic or hard copy format.

11.3 When your personal information is no longer needed for the purpose for which it was obtained, TMAAT will take reasonable steps to destroy it, or permanently de-identify your personal information.

11.4 Most of your personal information is, or will, be stored in client files and kept by TMAAT for a minimum of 7 years.

## **12 Marketing**

12.1 TMAAT may use the personal information we collect from you to identify products and services that you may be interested in or thought to be relevant to you, and then use direct marketing communications to let you know about these products and services.

12.2 If you have agreed to receive marketing, you may opt out at any time.

## **13 Access**

13.1 You may access the personal information TMAAT holds about you, and update or correct it, with some exceptions, such as if TMAAT is not authorised or required to permit this under the law.

13.2 If you wish to access your personal information, please contact TMAAT in writing.

13.3 TMAAT will not charge any fees for your access request but may charge an administrative fee for providing you a copy of your personal information.

13.4 To protect your personal information, TMAAT may require identification from you before releasing the requested information.

## **14 Accuracy**

14.1 TMAAT will take reasonable steps to ensure your personal information is accurate, complete, and up to date.

14.2 If you find that your personal information held by TMAAT is not up to date or is inaccurate, please advise as soon as practicable so we can update your records.

## **15 Other Websites**

15.1 The TMAAT website may contain links to other websites.

15.2 This Privacy Policy applies to the TMAAT website, and not to other websites.

15.3 If you visit other websites, please consider reading the Privacy Policy on those websites.

## **16 Complaints**

16.1 If you have any questions about TMAAT's Privacy Policy or the information held about you, please email: [truck@twomen.com.au](mailto:truck@twomen.com.au)

16.2 Should you wish to report a complaint or feel that TMAAT has not addressed your concern, you may contact the Office of the Australian Information Commissioner.

## **17 Severability**

17.1 If any clause of this Privacy Policy is found to be unlawful or invalid, it will be separated from the rest of this policy, which will remain valid to the extent permitted by law.

## **18 Changes**

18.1 TMAAT reviews its Privacy Policy and places updates on its website.



## PRIVACY COLLECTION STATEMENT For AFRA Members

At Two Men and a Truck, 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)