



the art of moving

INSURING  
THE TREASURES  
OF YOUR WORLD.

INTERNATIONAL

MAKE  
THE RIGHT  
MOVE  
& CALL US

INSURANCE  
IS FOR ULTIMATE  
PEACE OF MIND.

the art of moving

LOCAL  
INTERSTATE  
OVERSEAS  
STORAGE

MAIN B/R  B/R2  4  LOUNGE  DINING  KITCHEN  
 CHINA  GLASSWARE  LINEN  CLOTHING  TOYS

OWNERS WHO PACK THEIR OWN GOODS.

Use plenty of padding and cushioning. Use bubble wrap for fragile items. Use larger cartons for heavy and padded with paper. Use the Flat Rate in each room for fragile and heavy items. Label cartons with name, phone and email address. See us for more information.

chessmoving.com.au

ROOM  
 ADDRESS  
CONTENTS  
 misc

PACKING HINTS FOR OWNERS

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# WHY INSURANCE IS A NEED?

## Moving can be high risk.

Despite 560 years combined experience and absolute care by some of the best trained professional removalists in the industry, the reality is that your belongings are at a much greater risk of loss or damage while being moved.

There are four main reasons for taking removals transit and storage insurance.



1

### Most belongings are not made to be moved.

Whilst Chess Moving uses the highest standards of care and skill in making sure that your belongings are properly handled and protected, there is always the risk of an accident or influences outside our control which may cause damage or even loss of your belongings. The lighter construction of furniture these days is making it harder and harder for removalists to relocate furniture – even more now with the rise in popularity of flatpacked furniture, which is not designed to be moved in its assembled state.

Chess Moving takes pride and responsibility in offering you the protection you need. We offer you our skills and expertise in performing our professional services to minimize risk, and in addition we offer you the peace of mind and assurance of protection against accidents and forces of nature outside our control.

2

### Contents insurance is unlikely to cover your belongings.

Most, if not all, home furnishings and belongings are not designed or built to be moved, and are therefore at a much higher risk of loss or damage when they are.

3

### Removalists' insurance only covers their own legal liability.

Most prominent removal companies have in place commercial Carriers Liability and Public Liability insurance policies:

- This protects the removal company against their legal liability to pay compensation for loss or damage in the unlikely event that they are deemed to be negligent.
- Compensation under the above policies is limited to the indemnity value of the item(s) which takes into consideration the replacement value less an allowance for age and condition, wear and tear, and depreciation (not replacement value).
- If the removal company is deemed not to be negligent for circumstances beyond their control, or if the incident is caused by the act of a third party, the removalist's own policy does not cover these incidents. Any claim for loss or damage will need to be pursued directly against the negligent party or against your own insurer.

4

### For financial Security and peace of mind.

To ensure your peace of mind against unforeseen circumstances, we have developed comprehensive Transit Insurance Cover that is available to you to minimise the risk and exposure you can be subject to in the unfortunate event of an accident or major incident occurring.

# WHY CHESS MOVING IS THE RIGHT INSURANCE FOR YOU?

We understand the importance of protecting you and your family.

In consultation with our insurance broker, we have in place a policy where we can arrange to cover the specific risks associated with moving and storage of your valuable household goods and personal effects.



## OUR INSURANCE POLICY IS BASED ON:



### Simplicity

Straightforward: easy-to-understand and simple to arrange.



### Flexibility

You have the choice of risk cover options, level of protection.



### Affordability

Select a level of protection, with premium to work within your budget.



### Convenience

Accessible in-house claim procedure should the need arise.

When you select our insurance, no matter what method of transit across road, rail, air or sea, or in storage for any length of time, our total door-to-door coverage offers your belongings continuous protection from their first to last movement.

## WHEN THINGS DO GO WRONG, CHESS MOVING INSURANCE CAN PROTECT YOU.

Unfortunately the reality of 'transport and logistics' is that ships sometimes have to jettison containers, trucks can be overturned, warehouses can catch on fire, and a variety of other accidents can occur.



[chessmoving.com.au](http://chessmoving.com.au)  
for more information

Call us on 13 14 69

## KNOW THE LAW OF THE SEA



All goods shipped by sea are subject to the law of **General Average**, a principle of maritime law where, in the event of an emergency voluntary sacrifice is made to safeguard the vessel, cargo or crew from a common peril (e.g. jettison of cargo to extinguish a fire), or expenses incurred otherwise, the loss is shared proportionately by all parties with a financial interest in the voyage. In other words, if there is a

loss on a ship that you have your belongings stored on, whether your belongings are affected or not, if you are not specifically insured against General Average you may incur significant expense to compensate those who were affected. This is why all Chess Moving Insurance includes coverage for General Average & Salvage.

# MOVING HOUSE CHECKLIST

## DO'S AND DON'TS CHECKLIST, FILLED WITH MOVING HOUSE SAFETY TIPS

As part of Chess Moving's commitment to ensuring a stress-free move for your peace of mind, the safety of your belongings and our people, is paramount. To keep your treasures safe, ensure that you:

### DO's

- ✓ Use the correct box for the job
- ✓ Securely tape boxes, top and bottom
- ✓ Take special care with sharp items

### DON'Ts

- ✗ Overload boxes
- ✗ Pack LPG gas bottles, unless purged with a certificate
- ✗ Pack paint cans
- ✗ Pack flammable liquids such as petrol and thinners
- ✗ Pack acids



# MOVING DANGEROUS GOODS



In accordance with **The Dangerous Goods Act 1985**, Chess Moving cannot move prohibited dangerous goods. Substances that are corrosive, flammable, explosive, spontaneously combustible, toxic, oxidising or water-reactive are considered to be dangerous.

Following is a comprehensive list of dangerous goods which will help you move house safely, by reducing the risk of damage to your treasures, and the risk of injury to yourself and Chess Moving employees.

## PROHIBITED ITEMS

### ⊗ EXPLOSIVES

- Ammonium Nitrate
- Calcium Hypochlorite
- Hydrogen
- Peroxide
- Sodium Nitrate

### ⊗ POISONOUS & TOXIC SUBSTANCES

- Detergents
- Arsenic
- Liquid Polishes
- Pesticides
- Radioactive Materials
- Weed Killers
- Any item with visible signs of mould

### ⊗ CORROSIVE SUBSTANCES

- Caustic Soda
- Hydrochloric Acid
- Oxides
- Sulphuric Acid

### ⊗ MISCELLANEOUS

- Aerosol Cans
- Car Batteries
- Chemistry Sets
- Fire Extinguishers
- Firearms
- Gas Cylinders
- Home Soft Drink Makers
- Igniters
- Life Rafts
- Pressurised Vessels
- Propane Tanks
- Scuba Tanks
- Spear Guns

### EXCEPTIONS

Some items can be moved safely, as long as they are packed correctly:



Lawn mowers and other gardening equipment can be moved, provided all fuel and oil is emptied.



# WHICH CHESS MOVING INTERNATIONAL INSURANCE IS BEST FOR YOU?

Our insurance offers the flexibility you want, the cover you need, plus the added protection you deserve. It's quick and easy to decide on a policy because we make the choice all about you. Just move through these simple steps.

## 1 DECIDE ON YOUR REQUIRED COVER



**TRANSIT FOR**  
Overseas

OR



**TRANSIT & STORAGE FOR**  
Overseas

## 2 DECIDE ON THE RISKS TO BE INSURED



**Chess Moving Premium Cover** | Full Cover Risks

Insures your valuable belongings against loss or damage from an external cause, including accidental damage, as well as:

- ✓ **Replacement Cost** ('new for old'). You are covered for the full replacement cost for any items totally lost or destroyed, or reasonable cost of repairs or restoration if damaged. (Computers and computer accessories, clothing, motor vehicles, motor bikes, caravans, boats and trailers can only be insured for their Market Value.) For items declared in the 'Valuable Clause' and items declared under 'Option B: Specified Items Method', the sum insured is limited to the declared value nominated by you on your Insurance Declaration.
- ✓ **General Average & Salvage charges**
- ✓ **Automatic additional policy extensions:**
  - **Pairs and Sets**
  - **Mechanical, Electrical or Electronic Breakdown or Derangement** (not covered for motor vehicles, motor bikes, caravans and boats)

OR



**Chess Moving Full Cover** | Full Cover Risks

Insures your valuable belongings against loss or damage from an external cause, including accidental damage, as well as:

- ✓ **Replacement Cost** ('new for old'). You are covered for the full replacement cost for any items totally lost or destroyed, or reasonable cost of repairs or restoration if damaged. (Computers and computer accessories, clothing, motor vehicles, motor bikes, caravans, boats and trailers can only be insured for their Market Value.) For items declared in the 'Valuable Clause' and items declared under 'Option B: Specified Items Method', the sum insured is limited to the declared value nominated by you on your Insurance Declaration.
- ✓ **General Average & Salvage charges**
- ✗ **Does not cover** automatic additional policy extensions included in Premium Cover, (e.g. Pairs and Sets, Electrical & Mechanical Derangement.)

## 3 DECIDE ON YOUR INSURED VALUE

**OPTION Valuation: Volume Method**

**A**

**Volume Method** derives a declared value of your belongings by multiplying a per cubic metre (m<sup>3</sup>) valuation rate by the total cubic metre volume of your consignment.

To arrive at your insured value, simply multiply the volume of your consignment (per your removals expert), by the minimum value of AU\$3,500/m<sup>3</sup> for overseas.

OR

**OPTION Valuation: Specified Items Method**

**B**

**Specified Items Method** derives a declared value of your belongings by the sum total of your specified value of each of your items.

To arrive at your insured value, complete the detailed Specified Items Method form by nominating the actual Replacement Cost or Market Value of your items.

### IMPORTANT NOTES:

- Carefully consider the appropriate basis of valuation method ('Option A' or 'Option B'), as this will be used in the event of a claim, and the amount nominated by you is the maximum value payable under the policy.
- Carefully consider whether the minimum cubic metre values specified in 'Option A' are sufficient for your needs. If the nominated amounts are insufficient, please amend with the value that suits your needs and then calculate the declared replacement cost of your consignment.
- When moving overseas, allow for any increase in the cost of goods at your country of destination, or any variances in the currency

exchange rates.

- In both valuation methods ('Option A' or 'Option B'), you will also need to complete the Specified Values Table nominating and valuing any antique, curio, plate, precious object, work of art, collection of items, fur, piece of precision equipment or similar, or professionally packed carton by Chess Moving where the value exceeds AU\$2,000. This amount will then be added to the total insured value; otherwise, if not specified, the item will be limited to a maximum value of AU\$2,000.
- In 'Option B', items that are not declared are not insured.

Intermove Australia Pty Ltd T/as Chess Moving Adelaide (Authorised Representative Numbers: 259798) can assist you to obtain insurance to protect your goods while they are in transit or storage.

This is because we are an authorized representative of Cowden (Vic) Pty Ltd (AFSL 245658), a licensed insurance broker.

This FSG describes the insurance services that Intermove Australia Pty Ltd T/as Chess Moving Adelaide can provide to you. It also covers the charges for those services, your rights as a client and how any complaints you may have will be dealt with.

## How we can help with your insurance

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

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

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

## How we are paid

For arranging for you to be insured under our policy, we receive the difference between the amount you pay us for your insurance and the cost of the premium we pay for the policy (which is based upon our annual turnover) and the amount we pay for claims under our excess of (i) \$2,000 for transit Australia wide or (ii) \$5,000 in respect of storage. 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. In addition, Cowden (Vic) Pty Ltd received a commission of 0-20% for arranging our policy. They do not receive any amount when we arrange for the policy to cover you.

## Complaints and Disputes Resolution process

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

AFRA may be contacted at:

Unit 6/7 Packard Avenue,  
BAULKHAM HILLS NSW 2153  
T: 1800 671 806

If you have a concern, complaint or dispute about the policy which involves a claim, contact the Manager at Cowden (Vic) Pty Ltd on (03) 9686 6500. They will try to resolve your problem immediately. If they are unable to do so, you can request that your problem be considered by their internal dispute resolution process. If you are not happy with their decision, you may take your complaint to the Australian Financial Complaints Authority (AFCA), an external dispute resolution. AFCA can be contacted on 1800 931 678.

## Professional Indemnity Insurance

Intermove Australia Pty Ltd T/as Chess Moving Adelaide has a professional indemnity insurance policy in place which covers us and our employees for any errors or mistakes relating to our insurance services. Cowden (VIC) Pty Ltd also carries their own professional indemnity insurance policy which covers Cowden (Vic) Pty Ltd their employees for any errors or mistakes relating to the insurance services they provide. This insurance meets the requirements of the Corporations Act and meets claims relating to us, our employees or Cowden's or their employees even after they cease to act for us or Cowden (VIC) Pty Ltd, provided that the insurer is notified immediately as soon as we or Cowden are aware of a claim or potential claim arising.

## Privacy Statement

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

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

This FSG was prepared on 01/10/19. Distribution of this FSG has been authorized by Cowden (Vic) Pty Ltd

# INTERNATIONAL TERMS AND CONDITIONS OF CONTRACT

## 1. Definitions

In these conditions:

- 1.1 **"We"** means Intermove Australia Pty Ltd ABN 62 008 030 788, and **"Us"** and **"Our"** have corresponding meanings;
- 1.2 **"You"** means the party entering into the agreement for Services with Us, and includes the party to whom Our quotation is addressed and the party by whom the acceptance is signed, and **"Your"** has a corresponding meaning;
- 1.3 **"Ancillary Services"** means Services which We do not offer or provide but which We arrange on Your behalf to be undertaken, including transportation by sea, rail or air, and transportation of vehicles, trailers, caravans, boats and animals;
- 1.4 **"Goods"** means all furniture and other effects which are to be the subject of the Services;
- 1.5 **"Nominated Agent"** means a removal contractor selected or nominated by Us who We have arranged, or will arrange, to undertake the whole or any part of the overseas portion of the removal of the Goods, to the extent that that removal is by road;
- 1.6 **"Services"** means the whole of the work to be undertaken or arranged by Us, including any Ancillary Services, in connection with the Goods including removal and (if applicable) storage;
- 1.7 **"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, but does not include any Third Party Provider, nor any overseas removal contractor who is not a Nominated Agent;
- 1.8 **"Third Party Provider"** means any person who We have arranged to carry out any Ancillary Services;
- 1.9 Words in the singular include the plural, and words in one or more genders include all genders.

## 2. We are not Common Carriers

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

## 3. Your Obligations and Warranties

- 3.1 **Information supplied by You.** You warrant that any information which You have provided to Us and on which We have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work is accurate.
- 3.2 **Owner or Authorised Agent.** You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorised agent of the owner.
- 3.3 **Packaging of the Goods.** Except where We have packed the Goods, You warrant that You have complied with all laws and regulations relating to the packaging, labelling or carriage of the Goods, and that the Goods are packed in a manner adequate, having regard to their nature, to withstand the ordinary risks of removal, carriage and storage.
- 3.4 **Presence at Loading/Unloading.** You will ensure that You or some person on your behalf is present when the Goods are loaded or unloaded, except if they are being unloaded into or loaded from store.
- 3.5 **Authority to Import.** You warrant that the consignee of the Goods (whether You or some other person) is the holder of such entry documentation (passport, visa etc) for, or has such residency status in, the country of destination of the Goods as may be necessary to authorise the importation of the Goods to that country.
- 3.6 **Dangerous Goods.** You warrant that the Goods do not include any firearms or plants or goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest or to cause infection unless You have disclosed to Us in writing the presence and nature of any such items prior to them being made available to Us for loading or storage. We may refuse to remove or store such items. If We discover any article or substance of this nature after the Goods have been received by Us, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any liability to You.
- 3.7 **Fragile Goods and Valuable items.** You will, prior to the commencement of the removal or storage, give to Us written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewellery, precious stones, other precious objects, works of art, money, collections of items, deeds, securities or precision equipment in any case having a value in excess of AU\$2,000. We may either refuse to carry any such goods or require them to be carried, at Your cost, by a higher security mode of transport if We consider it is inappropriate for them to be the subject of a general personal effects shipment.

- 3.8 **Customs, Quarantine and Related Requirements.** You will, prior to the commencement of the removal or storage, give to Us written notice of any Goods which may be liable for duties or subject to quarantine restrictions.
- 3.9 **Goods Left Behind or Moved in Error.** You will ensure, to the best of Your ability, that all Goods to be removed (other than Goods being removed from store) or stored are uplifted by Us and that none is taken in error.

## 4. Method of Carriage, Subcontractors and Ancillary Services

- 4.1 **Mode of Carriage.** We shall be entitled to carry, or arrange for the carriage of, the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other goods being carried on or in the conveying vehicle or container) and by any reasonable means, including, where We consider it necessary or desirable, by sea, rail or air, and for that purpose, as Your agent, to arrange for a Third Party Provider effect such carriage by sea, rail or air.
- 4.2 **Ancillary Services.** Where We engage any Third Party Providers, We do so on Your behalf, and as Your agent, and subject to the terms and conditions of that party. We accept no liability, including liability for any loss or damage, arising out of the provision of Ancillary Services. However, if We arrange for a Third Party Provider to undertake carriage of the Goods by sea, rail or air, and the Goods suffer loss or damage at some time when they are either in Our possession or the possession of the Third Party Provider, and if We cannot establish, on the balance of probabilities, that the Goods were in the possession of the Third Party Provider when that loss or damage occurred, the Goods will be deemed to have been in Our possession at that time.
- 4.3 **Sea and Air Carriers.** You should note that the liability of air and sea carriers for loss of, damage to and delay in the delivery of goods is limited by international treaties, rules and regulations, and that if a sea carrier in an emergency, and to save such of the ship's cargo as it can, fails to deliver the Goods, or diverts them to a place other than the intended destination, You have limited rights against that carrier, and You may be liable for general average contribution (a contribution to the costs incurred by the carrier to preserve the vessel and its cargo) and salvage charges, and/or the additional cost of onward carriage to the intended destination. These are insurable risks, and You should arrange adequate marine transit insurance cover, which may be arranged through Us - see sub-clause 10.1.
- 4.4 **Overseas Removal by Road.** Unless otherwise instructed by You in writing, We will arrange for one or more Nominated Agents to undertake the overseas removal to the extent that that removal is by road. If You instruct Us to arrange for any part of the overseas removal of the Goods by road to be undertaken by a removal contractor nominated by You, We will do so as Your agent, and subject to the terms and conditions of that contractor.
- 4.5 **Subcontractors.** We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.
- 4.6 **Liability of Subcontractors and Employees.** Any provisions in these conditions which limit Our liability also apply to Our Subcontractors and to Our employees and to the employees of Our Subcontractors. For the purposes of this subclause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

## 5. Delivery

We shall not be bound to deliver the Goods except to You or a person authorised in writing by You to receive the Goods. If We cannot deliver the Goods either because there is no authorised person there to receive them on Our arrival, or because We cannot gain access to the premises, or for any other reason beyond Our control, We will be entitled to unload the Goods into a warehouse, and will be entitled to charge an additional amount for storage and for the subsequent re-delivery of the Goods. If this happens, We will endeavour to contact You to ascertain whether You have any alternative instructions, and if so We will carry out those instructions if reasonably practicable. We will be entitled to make a reasonable additional charge for any additional work or costs thereby required or entailed.

## 6. Storage Conditions

- 6.1 **Inventory.** We will prepare an inventory of Goods received for storage and will ask You to sign that inventory. You will be provided with a copy of the inventory. If You sign the inventory, or do not do so and fail to object to its accuracy within 7 days of receiving it from Us, the inventory will be conclusive evidence of the Goods received by Us. The inventory will disclose only visible items and not any contents unless You ask for the contents to be listed, in which case We will be entitled to make a reasonable additional charge.
- 6.2 **Contact Address.** You agree to advise Us of an address to which We can forward any notice or correspondence, and to promptly notify Us of any change of address.
- 6.3 **Price Changes.** Our storage charges will be as quoted to You for the first 26 weeks of storage. After 26 weeks, We may change the storage charges from time to time on giving 28 days' written notice to You.

- 6.4 Warehouse Change.** We are authorised to remove the Goods from one warehouse to another without cost to You. We will notify You of the removal and advise the address of the warehouse to which the Goods are being removed not less than 5 days before removal (except in emergency, when such notice will be given as soon as possible).
- 6.5 Inspection of Goods in Store.** You are entitled, upon giving Us reasonable notice, to inspect the Goods in store, but a reasonable charge may be made by Us for this service.
- 6.6 Removal from Storage.** Subject to payment for the balance of any fixed or minimum period of storage agreed, You may require the Goods to be removed from store at any time on giving Us not less than 5 working days' notice. If You give Us less notice, We will still use Our best endeavours to meet your requirement, but shall be entitled to make a reasonable additional charge for the short notice.
- 6.7 Compulsory Removal and Disposal.** You agree to remove the Goods from storage within 28 days of a written notice of requirement from Us to do so. In default, We may, after 14 days' notice to You, SELL ALL OR ANY OF THE GOODS by public auction or on Ebay or a similar online auction sale facility or, if that is not reasonably practicable, by private treaty and apply the net proceeds in or towards satisfaction of any amount owing by You to Us.
- 7. Charges and Payments**
- 7.1 Variation of Work Required and Delay.** If the work You ultimately require Us to do varies from the work for which a quotation or estimate has been given, or if We are prevented from or delayed in undertaking the Services or any part thereof (except where that prevention or delay results from a factor within Our control), we will also be entitled to make a reasonable additional charge.
- 7.2 Alteration of Dates.** If a date for the performance by Us of any Services is agreed upon in the quotation and acceptance or subsequently, and You require that date to be altered or the Goods are not available on that date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.
- 7.3 Payment to Third Parties, Taxes and Duties etc.** We will be entitled to reimbursement from You of any amount which we have been required to pay to a third party (other than to a Subcontractor) to obtain or effect delivery of the Goods. In addition, We will be entitled to reimbursement of any customs duties, sales tax, GST, and other similar Government costs and charges; for costs and charges associated with inspection, examination, seizure or destruction undertaken, required or authorised by any Government or other authority; and for unforeseen additional costs and charges for fumigation and steam cleaning, bonding, container demurrage and external storage.
- 7.4 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.
- 7.5 Default Charges.** If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts not exceeding AU\$100,000 from time to time, calculated on monthly rates.
- 7.6 Contractual Liens.** All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Services provided under this or any other agreement. Without prejudice to any other rights which We may have under this contract or otherwise at law, if any amounts have been outstanding for a period of 26 weeks, We may give 28 days' written notice to You of intention to sell, and if the outstanding amount is not paid within that period, We may SELL ALL OR ANY OF THE GOODS by public auction or on Ebay or a similar online auction sale facility or, if that is not reasonably practicable, by private treaty and apply the net proceeds in or towards satisfaction of the amount due.
- 8. Loss or Damage – Private Removals and Storage**
- 8.1 Australian Consumer Law.** Except where the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, this agreement will be subject to the guarantees set out in sections 60, 61 and 62 of the *Australian Consumer Law* (as enacted as Schedule 2 of the *Competition and Consumer Act 2010*) being, in particular, a guarantee that the Services to be undertaken by Us (that is, the Services other than any Ancillary Services) will be rendered with due care and skill, and the following conditions of this clause 8 will apply.
- 8.2 Exclusions.** We will not be liable for any loss or damage nor any delay which results from any cause beyond Our control, including any loss or damage occurring in the course of the provision of Ancillary Services by Third Party Providers or in the course the provision of any overseas removal by road which is not undertaken by a Nominated Agent.
- 8.3 Damage to Goods - Packaging.** If the Goods sustain damage by reason of defective or inadequate packing or unpacking, and the packing or unpacking (as the case may be) was not undertaken by Us or a Subcontractor, We will not be liable.
- 8.4 Damage to Goods - Inherent Risk.** Certain goods (including electrical and mechanical appliances, computer equipment, scientific instruments and certain musical instruments) are inherently susceptible to suffer damage or disorder upon removal. Unless that damage or disorder results from the want of due care and skill on Our part, We will not be liable.
- 8.5 Notification of Loss or Damage.** Any claim for loss or damage under this clause 8 is to be notified by You to Us in writing, or by telephone and later confirmed in writing, within a reasonable time after the date of delivery. We will have the best chance of locating any misplaced items, or ascertaining the cause of damage, if that notification is given to Us within 2 working days.
- 8.6 Maximum Value of Goods.** In any claim for loss or damage under this clause 8, any estimate of the value of the Goods which You have provided to Us, whether for the purposes of insurance or otherwise, will be prima facie evidence that the total value of the Goods, or the value of any item or group of items for which a value was specified, did not exceed that estimate at the time of loss or damage.
- 9. Loss or Damage – Commercial Removals and Storage**
- 9.1 Application.** If the Services are required by You for the purposes of a business, trade, profession or occupation in which You are engaged, the following conditions of this clause 9 will apply.
- 9.2 Negligence.** We will only be liable for loss or damage to the Goods or any other property resulting from Our negligence (including the negligence of any Subcontractor, but excluding the negligence of any Third Party Provider and of any removal contractor who performs any part of the overseas removal of the Goods by road unless that removal contractor is a Nominated Agent), and in any event that liability will be limited to AU\$100 per item or package, or AU\$1,000 in respect of all Goods moved or stored under this agreement (whichever is the lesser), and AU\$200 in respect of any other property.
- 9.3 Claims.** In circumstances where We are liable under subclause 9.2, notice of the claim must be given by You to Us as soon as possible, and written notice must be given within 14 days of the date of delivery or, in the case of loss, the date upon which the Goods would ordinarily have been delivered, failing which We will have no further liability.
- 9.4 Exclusions.** We will not be liable for any loss, damage or delay which results from any cause beyond Our control, including weather or industrial disputes; any loss or damage resulting from inadequate or improper packing or unpacking unless the Goods damaged or causing damage were both packed and unpacked by Us; loss or damage to any fragile goods or valuable items as referred to in sub-clause 3.7, even if of a value less than AU\$2000; nor electrical, electronic or mechanical derangement of Goods.
- 10. Insurance**
- 10.1 Our Insurance.** We offer to arrange for the Goods to be insured during transit and storage, and details of the type of insurance and the rates are set out in Our quotation and/or will be provided on request. This insurance will only be arranged if You request Us in writing to do so (including by so indicating in Your written acceptance of Our quotation).
- 10.2 Other Insurance.** You may, of course, arrange insurance with an insurer of Your choice.
- 11. Disputes**
- 11.1 Notification of Dispute.** If You or We consider that a dispute has arisen in relation to this agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, You and We must continue to perform any obligations outstanding by Us under the agreement.
- 11.2 Dispute Resolution.** If You and We cannot resolve the dispute between Us, You are entitled to refer the dispute to the Australian Furniture Removers Association (telephone +612 9659 5300) which has procedures for dispute resolution, and We, but not You, will be bound by the outcome of that referral.
- 12. Variation and Notice**
- 12.1 Variation.** The terms of these conditions cannot be varied other than by Your and Our mutual consent. Our consent can only be given by a proprietor, director, secretary or manager, and must be evidenced in writing.
- 12.2 Notice.** Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address last known to Us, or by facsimile to a facsimile number at that address, or by electronic mail.
- 13. Applicable Law**
- 13.1** The law which governs this agreement will be the law applicable in the place in which the agreement is made.

## DANGEROUS GOODS.

In line with our quality procedures, Chess Moving Adelaide **IS NOT** permitted to carry the items listed below due to the fact that they may cause damage or serious injury.

- Cleaning Solvents
- Gas of any Kind
- Aerosol Cans
- Cooking Oils
- Pool Chemicals
- Matches
- Paint
- Liquid Chlorine
- Kerosene
- Bleach
- Methylated Spirits
- Poisonous, Toxic,
- Turpentine Flammable or Corrosive Liquids
- Firelighters
- Paint Strippers
- Weedkiller
- Petrol
- Photographic Chemicals

## FIREARMS:

Chess Moving Adelaide will move and store firearms for which the client holds current and appropriate licences, conditional on these weapons being rendered inoperable and unloaded.

Ammunition and its components **CANNOT** be moved or stored under **ANY** circumstances.



# PROTECTION PLAN INSURANCE

NAME	DATE
ORIGIN ADDRESS	
DESTINATION ADDRESS	
PHONE	REMOVAL PLAN NUMBER

## 1 SELECT YOUR REQUIRED COVER

PLEASE TICK

<input type="radio"/>  <b>TRANSIT FOR</b> <input type="checkbox"/> Intrastate <input type="checkbox"/> Interstate <input type="checkbox"/> Overseas	<b>OR</b>	<input type="radio"/>  <b>TRANSIT &amp; STORAGE FOR</b> <input type="checkbox"/> Intrastate <input type="checkbox"/> Interstate <input type="checkbox"/> Overseas	<b>OR</b>	<input type="radio"/>  <b>AUSTRALIA WIDE STORAGE ONLY</b>
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## 2 SELECT THE RISKS TO BE INSURED

<input type="radio"/>  <b>Chess Moving Premium Cover</b> Full Cover Risks <b>Insures your valuable belongings against loss or damage from an external cause, including accidental damage, as well as:</b> <input checked="" type="checkbox"/> <b>General Average &amp; Salvage charges</b> <b>Automatic additional policy extensions:</b> <ul style="list-style-type: none"> <li>• Pairs and Sets</li> <li>• Mechanical, Electrical or Electronic Breakdown or Derangement (not covered for motor vehicles, motor bikes, caravans, boats and trailers)</li> </ul>	<b>OR</b>	<input type="radio"/>  <b>Chess Moving Full Cover</b> Full Cover Risks <b>Insures your valuable belongings against loss or damage from an external cause, including accidental damage, as well as:</b> <input checked="" type="checkbox"/> <b>General Average &amp; Salvage charges</b> <input checked="" type="checkbox"/> <b>Does not cover</b> automatic additional policy extensions included in Premium Cover, (e.g. Pairs and Sets, Mechanical, Electrical or Electronic Breakdown or Derangement.)	<b>OR</b>	<input type="radio"/>  <b>Chess Moving Restricted Cover</b> Restricted Cover Risks <b>Insures your valuable belongings against loss or damage resulting from:</b> <ul style="list-style-type: none"> <li>• Fire, explosion, lightning or flood;</li> <li>• Overturning, jackknifing and /or derailment of conveyance;</li> <li>• Collision of vessel, aircraft or conveyance;</li> <li>• Crashing or forced landing of any aircraft;</li> <li>• Stranding, sinking or contact of vessel with an external object other than water;</li> <li>• Entry of water into any vessel, hold, container liftvan or place of storage;</li> <li>• Discharge of goods at a port of distress;</li> <li>• Jettison of goods from a vessel; or</li> <li>• Theft, Pilferage or Non delivery of an entire package or item.</li> </ul>
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**OR**

- Chess Moving Australia Wide Storage Only** Insures your valuable belongings Australia wide for storage risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion, impact damage and burglary (burglary limited to \$25,000).

Note: Please refer to the Product Disclosure Statement for the full terms and conditions of cover.

## 3 BASIS OF SETTLEMENT

- |  |           |  |
|--|-----------|--|
| <input type="radio"/> <b>Replacement Cost</b> ('new for old'). You're covered for the full replacement cost for any items totally lost or destroyed, or reasonable cost of repairs or restoration if damaged. (Computers and computer accessories, clothing, motor vehicles, motor bikes, caravans, boats and trailers can only be insured for their Market Value.) For items declared in the 'Valuables' clause and items declared under 'Option B: Specified Items Method', the sum insured is limited to the declared value nominated by you on your Insurance Declaration. | <b>OR</b> | <input type="radio"/> <b>Market Value</b> Replacement Cost less an allowance for age, condition, wear & tear and depreciation. |
|--|-----------|--|

## 4 DECIDE ON YOUR INSURED VALUE

### OPTION Valuation: Volume Method

- A** **Volume Method** derives a declared value of your belongings by multiplying a per cubic metre (m<sup>3</sup>) valuation rate by the total cubic metre volume of your consignment.
- To arrive at your insured value, simply multiply the volume of your consignment (per your removals expert), by the minimum value of A\$2,500/m<sup>3</sup> within Australia, or A\$3,500/m<sup>3</sup> for overseas.

**OR**

### OPTION Valuation: Specified Items Method

- B** **Specified Items Method** derives a declared value of your belongings by the sum total of your specified value of each of your items.
- To arrive at your insured value, complete the detailed Specified Items Method form by nominating the actual Replacement Cost or Market Value of your items.

### IMPORTANT NOTES:

- Carefully consider the appropriate basis of valuation method ('Option A' or 'Option B'), as this will be used in the event of a claim, and the amount nominated by you is the maximum value payable under the policy.
- Carefully consider whether the minimum cubic metre values specified in 'Option A' are sufficient for your needs. If the nominated amounts are insufficient, please amend with the value that suits your needs and then calculate the declared replacement cost of your consignment.
- When moving overseas, allow for any increase in the cost of goods at your country of destination, or any variances in the currency exchange rates.
- In both valuation methods ('Option A' or 'Option B'), you will also need to complete the Valuables Table nominating and valuing any antique, curio, plate, precious object, work of art, collection of items, fur, piece of precision equipment or similar, or professionally packed carton by Chess Moving where the value exceeds A\$2,000. This amount will then be added to the total insured value; otherwise, if not specified, the item will be limited to a maximum value of A\$2,000.
- In 'Option B', items that are not declared are not insured.

# A

## Valuation: Volume Method

### > STEP 1

#### PERIODS OF COVER

Select the required cover - please tick one only

- Transit** Insurance while your consignment is in our care for door to door moves.
- Transit with Storage Extension** Insurance while in our care during removal and Storage.

If Australia Wide Storage Only is selected skip step 2

- Australia Wide Storage Only (Aust.)** We offer insurance Australia wide for storage risks of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion, impact damage and burglary (burglary limited to \$25,000).

### > STEP 2

#### RISKS COVERED

Select the risks to be covered.

**A - Volume Method** Nominate the value of your goods based on volume - Option A

**B - Specified Cover** Nominate the value of each item to be insured - Option B

- Premium Cover** Providing full cover as outlined under "Risks Covered", "Full Cover" in Insurance the Policy Wording, with Pairs and Sets, Electrical and Mechanical Derangement. Please complete Option C "Optional Extensions of Cover".
- Full Cover** Covers loss or damage to the insured goods during transit as outlined in the Insurance Policy Wording under "Risks Covered", Full Cover". Excludes cover for Pairs and Sets, Electrical and Mechanical Derangement. Extension can be made for these items for an additional Premium. If you would like to elect cover for these optional extensions please also complete "Option C", Optional extensions of Cover.
- Restricted Cover** Insures loss or damage to your goods in transit as outlined under "Risks Covered", "Restricted Cover" in the Insurance Policy Wording.

### > STEP 3

#### BASIS OF SETTLEMENT

Please tick one only

- Replacement Cost** Provides for the replacement cost for any items totally lost or destroyed, or reasonable cost of repairs or restoration if damaged. (Computers and computer accessories, clothing, motor vehicles, motor bikes, caravans, boats and trailers can only be insured for their Market Value.) For items declared in the "Valuables" clause, the sum insured is limited to the declared value nominated by you.
- Market Value** Replacement Cost less an allowance for age, condition, wear & tear and depreciation.

## OPTION A CHESS MOVING PROTECTION PLAN - VOLUME METHOD PREMIUM COVER

The simple and easy choice if you prefer not to nominate the value of your specific items under Option B – Volume Method provides cover based on a minimum value of A\$2500 per cubic metre for domestic moves within Australia, or A\$3500 per cubic metre for overseas moves, (your Chess Moving consultant will provide you with a total volume of your move to assist you). Volume Method is not available for consignments under four (4) cubic metres in volume. **Please note**, the values of A\$2500, and A\$3500 per cubic metre have been assessed by us as the minimum value guide you should consider when insuring your goods. You should carefully consider if this amount is sufficient for your goods and we recommend you seek independent advice to value your goods if you are in any doubt.

1	Within Australia	Volume	x	A\$2,500	= A\$	(or if greater, your own nominated value of goods) or
2	Overseas	Volume	x	A\$3,500	= A\$	(or if greater, your own nominated value of goods).
	Plus Valuables as specified below				= A\$	
	Plus Pre-paid Removal Costs/Deposits				= A\$	as per quotation
	<b>TOTAL VALUE TO BE INSURED</b>				= A\$	



**Valuables:** This table **MUST** be completed. Please list and the value of any antique, curio, piece of jewellery, plate, precious object, work of art, fine art, medal, money, coin, stamp, collection of items, piece of precious equipment or professionally packed carton by the removal company whose value exceeds A\$2000 in the table below.

Please attach a detailed inventory if you need more space.

**A Certificate of insurance will be issued upon receipt of signed form confirming insurance cover.**

SPECIFIED ITEM	VALUE	SPECIFIED ITEM	VALUE

**Declaration:** declare that the above values are correct to the best of my knowledge and that I have informed Chess Moving **Adelaide** about anything which could affect the risk. I have received a copy of the Financial Services Guide, Policy Wording and the Product Disclosure Statement.

Intermove Australia Pty Ltd T/as Chess Moving Adelaide is an authorised representative of Cowden (VIC) Pty Ltd which holds Australian Financial Services Licence No 245658.

Signature of Proposer

Date / /



OPTION



# Valuation: Extension of Cover

Subject to the age limitations set out in the Insurance Policy Wording, I select optional cover for:

MODE OF TRANSPORT  LAND  SEA  AIR

**OPTIONAL COVER FOR**  Covers for Pairs and Sets  Mechanical, Electrical or Electronic Breakdown or Derangement.

**PLEASE SPECIFY ITEMS TO BE COVERED UNDER PAIRS AND SETS EXTENSION.**

e.g. China ware, glass, crystal ware, cutlery, ornaments, lounge suites, dining suites.

DESCRIPTION OF ARTICLE	NO. IN SET	FULL VALUE

Please attach a separate sheet if you need more space

Please specify all items to be covered under Mechanical, Electrical or Electronic Breakdown or Derangement extension where items have been packed or wrapped by moving company. e.g. Refrigerators, freezers, TV sets, video equipment, kitchen appliances, sound systems (not covered for motor vehicles, motor bikes, caravans, boats and trailers).

ITEMS	MODEL / SERIAL NO.	AGE	VALUE

Please attach a separate sheet if you need more space



**EXTENSIONS OF COVER**

**'Pairs & Sets': electrical, electronic and mechanical derangement**

Cover may be extended to include these limitations & exclusions. To extend cover for specific items, list those items above together with their value. **Please note**, that for Electrical, Electronic and Mechanical Derangement exclusion to be waived, it is the insureds responsibility to ensure that the packing crew supervisor has seen each separate item in working order and that he/she has signed a declaration that he/she warrants that each item so specified was in working order at the time of packing.

Signature of Proposer

Date / /

<p><b>MOTOR VEHICLES</b> SEPARATE CERTIFICATE WILL BE ISSUED. Can only be insured at the market value. Subject to issue of pre-shipment vehicle condition report</p>	MAKE	MODEL
	YEAR	VALUE

**Declaration:** I declare that the above values are correct to the best of my knowledge and that I have informed Intermove Australia Pty Ltd T/as Chess Moving Adelaide about anything which could affect the risk. I have received a copy of the Financial Services Guide, Policy Wording and Product Disclosure Statement.

Signature of Proposer

Date / /

Intermove Australia Pty Ltd T/as Chess Moving Adelaide is an authorised representative of Cowden (VIC) Pty Ltd which holds Australian Financial Services Licence No 245658

PLEASE COMPLETE OPTION REQUIRED AND RETURN THE WHITE COPY WITH THE SIGNED ACCEPTANCE OF QUOTATION.

# Customer Goods In Transit and Storage Insurance

Product Disclosure Statement



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# About Your Customer Goods in Transit and Storage Insurance

## About the Insurers

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

## About Zurich

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

## About CGU

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

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

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

## About the Coverholder

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

## About this Product Disclosure Statement

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

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

This PDS will help You to:

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

Please keep this PDS in a safe place.

The information contained in this PDS is general information only.

## Who to contact

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

## Customer Goods in Transit and Storage Insurance

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

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

### **Full Cover**

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

### **Restricted Cover**

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

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

### **Australia Wide Storage Only Cover**

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

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

### **Significant issues to consider**

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

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

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

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

### **Make sure you have the cover you need**

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

Refer to "Basis of Settlement" below.

## Basis of Settlement

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

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

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

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

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

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

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

### Additional Benefits Covered

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

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

### Excesses can apply

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

### Exclusions

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

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

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

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

### Special Conditions

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

Special conditions include the following:

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

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

### Change of circumstances

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

## Duty of Disclosure

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

### Duty of Disclosure under the Insurance Contracts Act 1984

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

You have this duty until we agree to insure You.

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

You do not need to tell us anything that:

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

### If you do not tell us something

If you do not tell us anything You are required to, we may cancel Your contract or reduce the amount we will pay You if You make a claim, or both.

If Your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.

### Duty of Disclosure under the Marine Insurance Act 1909

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

## Our contract with the Coverholder

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

This policy is made up of:

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

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

## How we calculate premiums

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

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

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

## How you pay for the cover

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

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

## Goods and Services Tax

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

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

## Cooling-off Period

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

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

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

## How to make a claim

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

## Privacy

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

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

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

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

## General Insurance Code of Practice

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

The objectives of the Code are:

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

Further information about the Code and Your rights under it is available at [www.codeofpractice.com.au](http://www.codeofpractice.com.au) or by contacting us.

## Complaints and Disputes Resolution process

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

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

### Stage 1 – Handling your Complaint

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

### Stage 2 – Internal Dispute Resolution

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

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

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

### **Stage 3 – External Dispute Resolution**

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

AFCA is an independent external dispute resolution scheme. We are a member of this scheme and we agree to be bound by its determinations about a dispute. AFCA provides fair and independent financial services complaint resolution that is free to You.

Their contact details are:

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

Email: [info@afca.org.au](mailto:info@afca.org.au)

Freecall: 1800 931 678

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

If Your complaint or dispute falls outside the AFCA Rules, You can seek independent legal advice or access any other external dispute resolution options that may be available to You.

### **Financial Claims Scheme**

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

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

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

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

### **Headings**

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

### **Updating this PDS**

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

# Customer Goods In Transit and Storage Insurance Cover

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

## 1. Definitions

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

### 1.1 Accidental

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

### 1.2 Certificate of Insurance

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

### 1.3 Customer

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

### 1.4 Customer's Goods or Your Goods

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

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

### 1.5 Removal Company

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

### 1.6 Storage

Storage means:

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

### 1.7 Transit

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

### 1.8 You or Your

You or Your means the Customer.

## 2. Risks Covered

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

### 2.1 Full Cover

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

### 2.2 Restricted Cover

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

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

### 2.3 Australia Wide Storage Only Cover

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

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

### 2.4 Additional Benefits Covered

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

#### 2.4.1 General Average

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

#### 2.4.2 Temporary Accommodation

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

### 3. Basis of Settlement

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

#### 3.1 Replacement Cost

Replacement Cost means:

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

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

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

#### 3.2 Market Value

Market Value means:

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

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

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

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

#### 3.4 Pairs and sets

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

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

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

#### 3.6 Excess

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

## 4. Exclusions From and Limitations on Cover

### 4.1 Motor vehicles

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

### 4.2 Valuables

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

### 4.3 Owner packed cartons

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

### 4.4 Exclusions

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

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

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

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

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

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

For the purposes of this exclusion loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:

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

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

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

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

## 5. Claims Procedure

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

## 6. Special Conditions

### 6.1 Goods and Services Tax

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

However:

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

### 6.2 Termination of Authorised Representative Agreement

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

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

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

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

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

In the event that:

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

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

#### **6.4 Mitigating Actions**

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

#### **6.5 Reasonable Care**

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

#### **6.6 Subrogation**

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

#### **6.7 Salvage in the Event of a Constructive or Total Loss**

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

#### **6.8 Date of Loss Customer's Goods – Storage**

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

#### **6.9 Storage Insurance Cancellation**

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

#### **6.10 Proper law and jurisdiction**

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

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

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

#### **6.11 Sanctions regulation**

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

## **6.12 Applications for Cover**

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

## **6.13 Errors and Omissions**

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

**Zurich Australian Insurance Limited**

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