

# HITCHENS REMOVALS

Established 1957

ABN: 34 062 273 965

**Phone: 4735 7000**



1) Contract - Removals Conditions

2) Insurance Documentations

## INSURERS

*The Insurance arranged by us is provided by the following Insurers.*

- **CGU INSURANCE LTD** (ABN 27004478371 AFSL 238291)
- **ASSOCIATED MARINE INSURERS AGENTS PTY LTD** (ABN 41 006 104 007 AFSL 235383)

as agent for and owned by ZURICH AUSTRALIAN INSURANCE LTD (ABN 13 000 296 640)



**MEMBER**



Australian  
Furniture  
Removers  
Association

**AUSTRALIAN FURNITURE REMOVERS ASSOCIATION  
CONTRACT FOR REMOVAL AND STORAGE 2013**

**1. Definitions**

In these conditions:

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

**2. We are not Common Carriers**

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

**3. Your Obligations and Warranties**

- 3.1 **Information supplied by You.** You warrant that any information which You have provided to Us and on which We have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work is accurate.
- 3.2 **Owner or Authorised Agent.** You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorised agent of the owner.
- 3.3 **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 **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.
- 3.6 **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 \$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.
- 3.7 **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 **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.
- 4.4 **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. We will also be entitled to reimbursement from You of any amount which We have been required to pay to a third party (other than a Subcontractor) to obtain or effect delivery of the Goods.
- 7.2 **Alteration of Dates.** If a date for the performance by Us of any Services is agreed upon in the quotation and acceptance or subsequently, and You require that date to be altered or the Goods are not available on that date, We will be entitled to make a reasonable additional charge for any loss or additional expense occasioned by such alteration or unavailability.
- 7.3 **Payment by Third Party.** If You arrange with Us or instruct Us that Our charges are to be paid by a third party, and if that party does not pay the charges within 14 days of the date set for payment or, if no date is set for payment, within 14 days of the date of invoice, You agree to thereupon pay the charges.
- 7.4 **Default Charges.** If amounts are outstanding from You to Us for more than 30 days, We will be entitled to charge interest at the Commonwealth Bank maximum personal overdraft interest rate for amounts not exceeding \$100,000 from time to time, calculated on monthly rests.
- 7.5 **Contractual Liens.** All Goods received by Us will be subject to a general lien for any moneys due by You to Us relating to any Services provided under this or any other agreement. Without prejudice to any other rights which We may have under this contract or otherwise at law, if any amounts have been outstanding for a period of 26 weeks, We may give 28 days' written notice to You of intention to sell, and if the outstanding amount is not paid within that period, We may SELL ALL OR ANY OF THE GOODS 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 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.
- 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 in any event that liability will be limited to \$100 per item or package, or \$1,000 in respect of all Goods moved or stored under this agreement (whichever is the lesser), and \$200 in respect of any other property.
- 9.3 **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 3.6, even if of a value less than \$2000; nor electrical, electronic or mechanical derangement of Goods.
- 9.4 **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.
- 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 02 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**
- The law which governs this agreement will be the law applicable in the place in which the agreement is made.

## Financial Services Guide (FSG)

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

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

### How we can help with your insurance

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

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

Cowden (VIC) Pty Ltd is an insurance broker and is licensed to advise on and deal in General Insurance.

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

### How we are paid

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

Our staff who arrange your insurance are paid a salary. 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 about our services

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

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

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

If you are not happy with their decision, you may take your complaint to the Financial Ombudsman Service Limited (FOS), an external dispute resolution. FOS can be contacted on 1300 780 808.

### Professional Indemnity Insurance

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

### Privacy Statement

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

## Customer Goods in Transit and Storage

### Product Disclosure Statement (PDS)

#### Part 1 – About Your Insurance

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

#### Why should I take out insurance?

Regardless of any contractual rights you may have against your Removal Company, there are many circumstances where they will not be liable to make good any loss or damage to your goods, for example where the goods are damaged as a result of an accident that is not the Company's fault.

Customer Goods in Transit and Storage insurance can assist to fill this gap

#### Who to contact about your policy

Your first point of contact about the policy should be your Removal Company. If they cannot answer your enquiry, you can contact our broker for whom we are an authorised representative. Cowden (VIC) Pty Ltd can be contacted on 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.

#### Insurer

A number of different insurers have combined together to provide the insurance in the Customer Goods in Transit and Storage Policy.

The first \$2,000 of any claim is paid by your Removal Company.

Above this amount, 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 are insured by CGU Insurance Limited (ABN 27 004 478 371 AFSL 238291) of 181 William Street Melbourne Vic 3000 and the rest of the transit and storage cover is insured by Zurich Australian Insurance Limited (ABN 13 000 296 640 AFSL 232507) of 505 Little Collins Street Melbourne Vic 3000.

#### Significant features and benefits of the policy

You may select from a number of alternative types of cover available under the policy for loss or damage to your goods.

**Type of Risks** - You have the option of 'Full' or 'Restricted' Cover'. Full Cover insures you for most risks of loss or damage to your goods. However, Restricted Cover only insures you for accidental loss or damage which occurs as a result of:

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

Alternatively, if you elect cover for storage only, this insures loss or damage to your goods during storage 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.

**Basis of Settlement** – You can choose to insure your goods on a “Replacement” basis or for “Market Value”. Under Replacement Cost cover, if your goods are lost or totally destroyed, you receive the new replacement cost provided the goods are less than 10 years old. Under Market Value cover, you only receive the current market value of the goods (i.e. the replacement cost less an allowance for age, condition wear, tear and depreciation). If the goods are damaged, both covers will cover the reasonable cost of repair.

### Limits and exclusions from cover

The table below summarises the limits on the covers provided.

Goods	Limitations/exclusions
Items more than 10 years old	Market value cover unless the item is listed and value declared on your Insurance Declaration.
Computers and computer accessories Clothing Motor vehicles, caravans, boats and trailers	Market value cover only.
Office and factory goods	The lesser of Market Value and Declared Value (the amount you nominate on the insurance declaration), plus insurance, packing and freight
Pairs and sets	Only the lost or damaged parts payable.
Antique(s) – Works of Art	Reasonable cost of repair. Loss of Value not covered.
Owner packed cartons	Restricted cover only. Maximum of \$500 for non delivery of a carton unless an itemized list of contents is provided before transit commences. Damage or loss to contents excluded unless evidence of external damage to carton caused by a risk covered.
Motor vehicles being driven under their own power	Not covered unless being loaded or unloaded by your authorised representative of the Removal Company.
Valuables worth more than \$1,000	Limited to a maximum of \$1,000 unless specifically listed and valued in your Insurance Declaration.
Flood - Storage	Not covered by the policy if caused by water from or action by the Sea, Tidal wave, Storm surge or High water.
Terrorism	Transit cover only
Various other risks	Refer policy wording – Other Excluded Risks.

These are the major exclusions and limitations in the policy; however, there may be others. You can check the policy wording in Part 2 of the PDS for full details.

### Cost of the policy

The amount you pay for the insurance depends on the value of the goods being removed or stored.

Other factors which determine the premium include:

- The type of insurance selected by you (market or replacement value, transit or storage)
- The distance the goods are transported or the period for which the goods are stored; and
- The insurance cover selected (Full Cover or Restricted Cover risks).

The amount you pay includes any stamp duty and GST.

Our quotation for your transit insurance is firm. Your Removal Company will give you one month’s notice of any change in the storage insurance rate.

### How do I select the amount to be insured?

It is important that you insure your goods for their full value. This means that you should tell us about:

- For Replacement Cost Cover – The Cost to you to purchase new replacement items of the same type and quality (with no allowance for depreciation).
- For Market Value Cover – Replacement cost less an allowance for age, condition, wear and tear, and depreciation.

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be reduced in the same proportion as the declared value bears to 80% of the actual value.

### **How you pay for the insurance**

The premium will be shown on the quotation for your Contract for Removal and Storage which your Removal Company will provide to you before your goods are removed. When you accept the quotation, your Removal Company will invoice you

You pay for transit insurance when you pay your removal charges. Your Removal Company will invoice you for storage insurance at the same time as the storage charges.

### **Excess**

The amount that you receive for a claim will be reduced by \$250.00. This is known as an excess.

### **Conditions**

Some conditions apply to your policy. Full details are set out in the policy wording in Part 2 of this PDS. The significant conditions are summarized below:

**Duty of disclosure** - When you apply for insurance we rely upon the information you provide to decide whether to insure you, and anyone else to be covered, and on what terms. You must answer the specific questions we ask relevant to our decision to insure you. When answering our questions you must be honest. If you do not answer all questions honestly we may reduce or refuse a claim, or cancel the policy.

If you answer our questions fraudulently, we may refuse to pay a claim and treat the policy as never having existed.

You do not have to tell us about any matter that diminishes the risk that is common knowledge, that we should know or should know in the ordinary course of our business or which we indicate we do not want to know.

**Cooling off** – You may return the insurance contract up 20 days after the date of the invoice for the removal, storage and insurance (the cooling off period). However you may not return the insurance contract after the commencement of the work.

To return the contract, notify the removal company within the cooling off period. Any premium paid will be returned. The notification can be made by telephone or posted to the address detailed on the removal contract or invoice.

### **What do I do if I need to make a claim?**

The policy wording in Part 2 of this PDS has detailed instructions about how to make a claim.

### **Financial claims scheme**

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited or Zurich Australian Insurance Limited become insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 13 10 60.

### **Complaints and disputes about the policy**

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 Financial Ombudsman Service Limited (FOS), an external dispute resolution body. FOS can be contacted on 1300 780 808.

This PDS was prepared on 01/12/14



## Part 2 - CUSTOMERS' GOODS IN TRANSIT AND STORAGE INSURANCE POLICY WORDING

This insurance will be arranged on your behalf by Hitchens Removals Pty Ltd as an authorised representative of insurance brokers, Cowden (VIC) Pty Ltd (AFSL 245658)

### DEFINITIONS

In this policy the following words have the meaning set out below:

**Removal Company** – Hitchens Removals Pty Ltd

**Customer** - Persons or entities who contract with the removal company to remove and/or store their goods.

**Customers' Goods** - Physical property which a customer has asked the removal company to move and/or store including household goods and personal effects of every description including antiques, works of art, jewellery, vehicles, caravans, boats, and trailers; and office and factory contents of every description including computers and all ancillary equipment, plant and machinery.

**Transit** - All conveyances by 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 goods are first moved and/or uplifted within the house, office or factory by the removal company for the purpose of transit and ceases when the 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 goods by the removal company at uplift or delivery and any storage which is incidental to the transit.

**Storage** - Any storage of customers' goods at the customer's request in an authorized warehouse or compound by the removal company prior to, during or after transit.

### INSURERS

This insurance is provided by the following insurers:  
CGU Insurance Limited (ABN 27 004 478 371 AFSL 238291)-insures Australia wide perils storage of fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage. Zurich Australian Insurance Limited (ABN 13 000 296 640 AFSL 232507) – insures all other transit and storage risks

### 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 and shown in the certificate of insurance, this policy insures the customer's goods as set out below:

**Full Cover** insures loss or damage to the insured goods during transit from any external cause including accidental damage during packing, loading and unloading by the removal company or its representatives. However, regardless of which cover the customer selects, goods packed by the customer are insured only for restricted cover.

**Restricted Cover** insures loss or damage to the customer's goods during transit resulting from:

- fire and explosion;
- lightning, flood;
- overturning and/or derailment of conveyance;
- collision of vessel, aircraft or conveyance;
- crashing or forced landing of 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;
- theft, pilferage or non delivery of an entire package or item.

**Storage Only Cover** insures loss or damage to the customer's goods during storage 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.

### Additional Risks Covered

In addition to the risks set out above, this policy insures the customer's goods for loss or damage caused by or as a result of:

- war (sea and air transit risks) and strikes, riots and civil commotions in the terms of Institute of London Underwriters' Clauses current at the time of shipment; and
- General Average and 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.

### BASIS OF SETTLEMENT

Depending on the Basis of Settlement selected by the customer and shown in the certificate of insurance, if loss or damage occurs as a result of an insured risk, the insurer will pay, up to the declared value of any item (and subject to the restrictions set out below):

#### Replacement Cost

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, full replacement cost provided that such items are no more than 10 years old or have been specifically declared and valued on the insurance declaration or removal contract. Regardless of which Basis of Settlement is selected, the insurer will only pay market value for the following items: goods more than 10 years old or which have not been declared; computers and computer accessories; clothing; motor vehicles, caravans, boats and trailers.

#### Market Value

In the event of damage, the reasonable cost of repairs or restoration. For any items totally lost or destroyed, their replacement cost less a reasonable allowance for age, condition, wear and tear and depreciation.

#### Office or Factory Goods, including Plant and Machinery

For office and factory goods, including plant and machinery, the insurers will only pay: the lesser of the market value and the declared value of the goods at the time of loss; and agreed charges for insurance, packing and freight.

#### Pairs and Sets

Where one or more articles in a pair or set (including lounge suites) are lost or damaged, 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.

#### Antique(s) – Works of Art

For antique(s) and works of art, the insurers will only pay the reasonable costs of repair/restoration and will not pay any depreciation or loss of value caused by the loss or damage.

### **Co-insurance**

If the declared value of the goods is less than 80% of their actual value at the time of the loss or damage, the amount of the claim will be adjusted in the same proportion as the declared value bears to 80% of the actual value.

### **Excess**

The removal company must pay the first **\$2,000** in respect of any one claim under this policy. The customer must contribute the Customer Excess shown in the removal contract/certificate or Product Disclosure Statement.

### **EXCLUSIONS FROM AND LIMITATIONS ON COVER**

#### **Motor Vehicles**

This policy does not cover motor vehicles 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.

#### **Valuables**

In the event of loss or damage, this policy does not cover any value in excess of \$1,000 for each item or collection of items for any antique, curio, jewellery, plate, precious object, work of art, medal, money, coin, stamp, collection of items, fur, piece of precision equipment or professionally packed carton by the removal company unless specifically declared and valued on the list of items to be insured on the insurance declaration or removal contract.

#### **Owner Packed Cartons**

Non-delivery of an owner packed carton is limited to \$500 unless an itemized valued list of contents is supplied prior to the commencement of the transit.

#### **Other Excluded Risks**

This policy does not cover loss or damage or expense caused by:

- delay, loss of use of property or any other form of consequential loss of any description;
- loss of data of any description from computer hardware or software;
- confiscation or detention by customs or other official or authorities;
- wear and tear, moths, vermin, infestation, normal atmospheric or climatic conditions, corrosion, contamination or deterioration;
- inherent vice or nature of the subject matter or vibration;
- mechanical, electrical or electronic breakdown or derangement of goods where there is no external evidence that an insured event has occurred;
- 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.

#### **Terrorism Exclusion**

This 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 subject matter insured caused by any terrorist or any person acting from a political motive, from when the subject matter insured is first moved for the purpose of being conveyed to a destination outside the premises at which loading takes place and ends when the interest insured is last moved in being

delivered at the destination, or at any earlier point where the ordinary course of transit is interrupted by the insured.

### **CLAIMS PROCEDURES**

As soon as possible after the happening of any event which may give rise to a claim under the policy, the customer(s) must:

- Take all reasonable steps to prevent any further loss or damage;
- Note details of any loss or damage on the removal company's inventory and/or condition report;
- Contact Hitchens Removals Pty Ltd (02) 4735 7000 or via email: sales@hitchens.com.au
- Within 3 days of receipt of the goods, lodge a written claim with the removal company (using any form provided by the removal company).

The customer must not authorise the repair or replacement of the lost or damaged goods without the consent of the removal company or the insurer.

The removal company or the insurer, at their expense, may appoint a loss assessor to inspect damaged goods.

The removal company may settle claims under this policy under instructions from the insurer. If the claim is for more than the amount detailed in the excess, the removal company must send to the insurer the inventory and/or condition report, removal contract and full details of the items lost or damaged.

### **REASONABLE CARE**

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

### **SUBROGATION**

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

### **SALVAGE IN THE EVENT OF A CONSTRUCTIVE OR TOTAL LOSS**

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

### **SPECIAL CONDITIONS**

#### **Premium**

The amount payable by the customer for this insurance may be varied provided the customer receives one month's prior notice of any change.

#### **Duty of Disclosure**

Before entering into a contract of general insurance with an insurer, the insured has a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that the insured knows, or could reasonably be expected to know, is relevant to the insurer's decision whether to accept the risk of the insurance and, if so, on what terms.

The insured has the same duty to disclose those matters to the insurer before any renewal, extension, variation or reinstatement of a contract of general insurance.

The duty however does not require disclosure of matters:

- That diminish the risk to be undertaken by the insurer;
- That are common knowledge;
- That the insurer knows or, in the ordinary course of his business ought to know;
- As to which compliance with the duty is waived by the insurer.

### **Non Disclosure**

If the insured fails to comply with the duty of disclosure, the insurer may be entitled to reduce its liability under the contract in respect of a claim or may cancel the contract. If the non-disclosure is fraudulent, the insurer may also have the option of avoiding the contract from its beginning.

### **Goods and Services Tax**

If the insured 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 insured for that GST liability. However

Where the insurers make a payment under this 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 insured is or will be or would have been entitled under the Goods and Services Tax Act 1999 in relation to that acquisition whether or not the acquisition is actually made.

Where the insurers make a payment under this 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 insured would have been entitled to under the Goods and Services tax Act 1999 had the payment been applied to acquire such goods, services or supply.

### **Privacy**

CGU Insurance Limited and Zurich Australian Insurance Limited are bound by the Privacy Act 1988 (Cth). Before providing us with any Personal or Sensitive Information ('Information') you should know that:

We collect, use, process and store Personal Information and, in some cases, Sensitive Information about you in order to comply with our legal obligations, assess your application and, if your application is successful, to administer the products or services provided to you, to enhance customer service and/or product options or manage a claim ('purposes').

If you do not agree to provide us with the Information, we may not be able to process your application, administer your policy or assess your claims.

By providing us or your intermediary with your information, you consent to our use of this information which includes us disclosing your information where relevant for the purposes, to your intermediary, affiliates of CGU Insurance Limited and Zurich Australian Insurance Limited, other insurers and reinsurers, our services providers, our business partners or as required by law within Australia or overseas. CGU Insurance Limited and Zurich Australian Insurance Limited may obtain information from Government offices, and third parties to assess a claim in the event of loss or damage.

For further information about the CGU Insurance Limited or Zurich Australian Insurance Limited Privacy Policies, a list of service providers and business partners that we may disclose your information to, a list of countries in which recipients of your information are likely to be located, details of how you can access or correct the information we hold about you or make a complaint or concerns about our privacy policies please refer to the privacy links on our web site.

CGU Insurance Limited - [www.cgu.com.au/privacy](http://www.cgu.com.au/privacy) or contact us by telephone on 13 15 32 or email us at [privacy@cgu.com.au](mailto:privacy@cgu.com.au)

Zurich Australian Insurance Limited – [www.zurich.com.au](http://www.zurich.com.au) or contact us by telephone on 13 26 87 or email us at [privacy.officer@zurich.com.au](mailto:privacy.officer@zurich.com.au)

### **Financial claims scheme**

You may be entitled to payment under the financial claims scheme in the event that CGU Insurance Limited or Zurich Australian Insurance Limited becomes insolvent. Access to the scheme is subject to eligibility criteria. Information about the scheme can be obtained from the Australian Prudential Regulation Authority (APRA) website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 13 10 60.

# MOVING TIPS

- If you are packing, organise cartons, paper and tape.
- Dismantle furniture that was not designed to be moved.
- Dismantle sheds, greenhouses and children's play equipment.
- Drain fuel from motorised lawn mowers and motorcycles.
- Ensure all electrical equipment (e.g. computers and stereo components) are prepared for transit as per manufacturers instructions.

## ***ONE DAY AHEAD:***

- Confirm with the removal company, insurance and times.
- Defrost and clean freezers and refrigerators, eat or dispose of any food and seal any jars or packets to be packed – do not store or transport perishable items.
- Complete any packing and labelling; chest of drawers may be left full depending on the type of furniture and the goods within them.
- Finish dismantling any remaining furniture and collect any light fitting you wish to keep.

## ***MOVING DAY:***

- Make a list of things you will need on the day of the removal and set these aside from everything that is to be packed or taken by the removalists. We will not unload or retrieve once the truck or container has been loaded.
- If appropriate, make arrangements for young children to be looked after on the day of the move by family.

## ***ON THE COMPLETION OF THE UPLIFT***

- It is your responsibility to take a final walk around the house to ensure nothing has been left behind.

