



**CHESS MOVING AUSTRALIA  
PROTECTION PLAN  
INSURANCE APPLICATION**

**FOR HOUSEHOLD & PERSONAL EFFECTS IN TRANSIT / STORAGE**

*the art of moving*



# Chess Moving Australia Protection Plan



**Mode of Transport: Land / Sea / Air** (Please Circle)

**NAME:** ..... **DATE:** ..... **REMOVAL No.:** .....

**Origin Address:** ..... **Destination Address:** .....

Detailed below, on the following pages & overleaf, is important information to assist you to effectively insure your consignment. Please read the steps 1 through 3 and then **make your selection of Options A B or C.**

**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 and Storage -** Insurance while in our care during removal and Storage.
- Storage Only (Aust.)-** We offer insurance from fire, lightning, aircraft, earthquake, storm and tempest, flood, water from fixed pipes or systems, riots, strikes and civil commotion, explosion and impact damage by vehicles or trees.

**Step 2** Risks Covered - Select the risks to be covered.

**A Easy Cover - Nominate estimated value based on volume - Option A**

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

- Premium Cover -** Providing full cover as outlined under "Risks Cover", "Full Cover" in Insurance Policy Wording, with Pairs and Sets, Electrical and Mechanical Derangement & Atmospheric Conditions. Please complete Option C "Optional Extension of Cover".
- Full Cover -** Covers loss of damage to the insured Goods during transit as outlined in our Insurance Policy Wording under "Risks Covered", "Full Cover". Excludes Pairs and Sets, Electrical and Mechanical Derangement & Atmospheric Conditions. Extension can be made for these items for an additional Premium. Please complete "Option C", Optional extension of Cover.
- Restricted Cover -** Insures loss or damage to your goods in transit as outlined under "Risks Covered", "Restricted Cover" in our Insurance Policy Wording.

**Step 3** Basis of Settlement - please tick one only

- Replacement Cost -** Provides for the replacement cost of any item, provided that such items are less than 7 years old, or have been specifically declared and valued on the Insurance Declaration – see "Replacement Cost" definition under "Basis of Settlement in our "Insurance Policy Wording".
- Market Value** Replacement cost less an allowance for age, condition, wear & tear and depreciation.

The cost of packing and moving your goods can also be covered in the event of total loss of your consignment. A certificate of Insurance will be issued upon signed receipt of form.

## \*OPTION A - Chess Moving Protection Plan - Easy Cover.

The simple and easy choice if you prefer not to nominate the value of your specific items under Option B – Easy Cover 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). Easy Cover 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 Packing and Moving Costs = A\$ ..... as per quotation
- TOTAL VALUE TO BE INSURED = A\$ .....**

**Valuables:** This table MUST be completed. Please list/certify the value of any antique, curio, plate, precious object, work of art, collection of items, piece of precious equipment or professionally packed carton by the removal company whose value exceeds A\$2000 in the table below. Attach a detailed inventory if you need more space.

| Specified Item | Value | Specified Item | Value |
|----------------|-------|----------------|-------|
|                |       |                |       |
|                |       |                |       |
|                |       |                |       |
|                |       |                |       |

**Declaration:** I declare that the nominated values are correct to the best of my knowledge and that I have informed Price's Removals & Storage Pty Ltd T/as Chess Price's Removals about anything which could affect the risk. I have received a copy of the Financial Services Guide and the Product Disclosure Statement contained with this proposal.

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

**SIGNATURE OF PROPOSER:** ..... **DATE:** ..... / ..... / .....

# OPTION B: Chess Moving Protection Plan - Specific Cover

This is not a confirmation of insurance.

**Mode of Transport:**  
Land / Sea / Air (Please Circle)

NAME: \_\_\_\_\_

Origin Address: \_\_\_\_\_

Select required Cover:      **Periods Covered**      **Risks Covered**      **Basis of Settlement**

Transit       Premium Cover       Replacement Cost

Storage       Full Cover       Market Value

Restricted Cover

Itemise and value your goods using the list below

**When estimating the value of your goods:** If you have selected **Replacement Cost** Basis of Cover, ensure you estimate the cost of the new goods of similar type at the point of destination. If you have selected **Market Value** Basis of settlement, estimate the value of your goods, less any amount for depreciation. **Important; Items not declared and valued are not insured.** Remember that if you underestimate the value by less than 80%, the amount of your claim may be reduced.

Estimated replacement values have been printed next to the list of items, and these relate to the value of items of average size and quality in Australia and are simply provided to guide you only. Your insured values should reflect the true replacement cost or market value of the items. If you are uncertain of these values you should undertake your own investigation to establish the insured value.

| Bedrooms            | Ave. Local Value | QTY | Declare Value | Lounge             | Ave. Local Value | QTY | Declare Value | Kitchen           | Ave. Local Value | QTY | Declare Value | Dining             | Ave. Local Value | QTY | Declare Value   | Outside  | Ave. Local Value | QTY | Declare Value | Sundries <sup>(cont)</sup> | Ave. Local Value | QTY | Declare Value |        |     |
|---------------------|------------------|-----|---------------|--------------------|------------------|-----|---------------|-------------------|------------------|-----|---------------|--------------------|------------------|-----|-----------------|--|------------------|-----|---------------|----------------------------|------------------|-----|---------------|--------|-----|
| Baby Bath           |                  |     |               | Lamps              | 200              |     |               | Cabinet           | 1000             |     |               | Air Cooler/Fan     | 150              |     |                 | BBQ  | 1800             |     |               | Golf Bag/Buggy             | 1000             |     |               |        |     |
| Basinet & Stand     |                  |     |               | Bean Bag           |                  |     |               | Dishwasher        | 1500             |     |               | Bookshelf          | 500              |     |                 | Bicycle  | 400              |     |               | Timber                     |                  |     |               |        |     |
| Bed Double & M      | 1500             |     |               | Mirror             | 200              |     |               | Dresser           | 1200             |     |               | Buffet/Sideboard   | 1000             |     |                 | Compost Bin  |                  |     |               | Knit Machine               | 1000             |     |               |        |     |
| Bed Single & M      | 800              |     |               | Bookcase           | 1000             |     |               | Freezer           | 1000             |     |               | Carpet             |                  |     |                 | Garden Tools                                       |                  |     |               | Outboard Motor             |                  |     |               |        |     |
| Bed Folding         | 250              |     |               | Bookshelf          | 500              |     |               | Fridge            | 1500             |     |               | Crystal Cabinet    | 1000             |     |                 | Garden Hose  |                  |     |               | Polisher                   |                  |     |               |        |     |
| Bedside Table       | 300              |     |               | Carpet             |                  |     |               | High Chair        |                  |     |               | Dining Chairs      | 800ea            |     |                 | Kenel  |                  |     |               | Saw Horse                  |                  |     |               |        |     |
| Bookshelf           | 500              |     |               | Rugs               |                  |     |               | Kitchen Chairs    | 200ea            |     |               | Dining Table       | 1500             |     |                 | Ladder   |                  |     |               | Sewing Machine             | 1000             |     |               |        |     |
| Bouncinette         |                  |     |               | Chair Arm          | 800              |     |               | Kitchen Table     | 700              |     |               | Other Chairs       |                  |     |                 | Mower  | 600              |     |               | Sewing Table               |                  |     |               |        |     |
| Box or Chest        |                  |     |               | Chair Other        |                  |     |               | Microwave         | 600              |     |               | What Not           |                  |     |                 | Swing (Dism.)                                      |                  |     |               | Skis                       |                  |     |               |        |     |
| Carpet/Lino         |                  |     |               | China Cabinet      | 100              |     |               | Stool             |                  |     |               | Linen              |                  |     |                 | Playgym  |                  |     |               | Fishing Rods               |                  |     |               |        |     |
| Chairs/Stools       | 200              |     |               | Coffee Table       |                  |     |               | Utensils          |                  |     |               | China/Glasses      |                  |     |                 | Pool (Dism.)                                       |                  |     |               | Suitcase/Trunks            |                  |     |               |        |     |
| Change Table        |                  |     |               | Desk               | 1000             |     |               | Crockery/China    |                  |     |               | Cutlery            |                  |     |                 | Wheel Barrow                                       |                  |     |               | Surf Board                 |                  |     |               |        |     |
| Chest of Drawers    | 500              |     |               | Divan / Sofa       | 1500             |     |               | Pots/Pans         |                  |     |               | Spirits/Wine       |                  |     |                 | Trampoline   |                  |     |               | Table                      |                  |     |               |        |     |
| Cot                 |                  |     |               | Heater             | 400              |     |               | Electrical Appli. |                  |     |               | Picture/Paintings  |                  |     |                 | Workbench  |                  |     |               | Tent                       |                  |     |               |        |     |
| Cupboard            |                  |     |               | Lounge Suit        | 3000             |     |               | Crystal           |                  |     |               |                    |                  |     | Outdoor Setting | 1200   |                  |     |               | Camping Gear               |                  |     |               |        |     |
| Desk                | 750              |     |               | Occasional Table   | 500              |     |               | Plasticware       |                  |     |               | <b>Hall</b>        |                  |     |                 |  |                  |     |               | Vacuum Cleaner             | 500              |     |               |        |     |
| Sofa Bed            | 1500             |     |               | Organ              | 2000             |     |               | Bowls/Trays       |                  |     |               | Dropside Table     | 900              |     |                 | <b>Sundries</b>                                    |                  |     |               |                            |                  |     |               | Welder | 500 |
| Dressing Table      | 800              |     |               | Piano              | 5000             |     |               | Cutlery           |                  |     |               | Glory Box          |                  |     |                 | Beach Umbrella                                     | 250              |     |               | Typewriter                 | 500              |     |               |        |     |
| Headboard           |                  |     |               | Stand Lamp         | 250              |     |               |                   |                  |     |               | Grandfather Clock  | 1200             |     |                 | Cupboard   |                  |     |               | Clocks                     | 500              |     |               |        |     |
| Lowboy              | 700              |     |               | Stereo System      |                  |     |               | <b>Family</b>     |                  |     |               | Stand              | 500              |     |                 | Dolls House  |                  |     |               | Computer Equip.            | 3000             |     |               |        |     |
| Mirrors/Lamps       | 200              |     |               | Stereo Cabinet     | 500              |     |               | Billiard Table    | 5000             |     |               | Hall Table         | 800              |     |                 | Filling Cabinet                                    | 300              |     |               | Musical Inst.              |                  |     |               |        |     |
| Lowchair            |                  |     |               | Stereo Speakers    | 800              |     |               | Bar               | 1000             |     |               | Phone Table        | 500              |     |                 | Fish Tank/Stand                                    |                  |     |               | Photo Equipment            | 1000             |     |               |        |     |
| Pram/Stroller       | 1000             |     |               | Stool              |                  |     |               | Bookcase/Shelf    | 750              |     |               | Pictures/Paintings |                  |     |                 | <b>Containers Packed By Owners<br/>Please List</b> |                  |     |               | Film/Video Tapes           | 20ea             |     |               |        |     |
| Wardrobe            |                  |     |               | TV                 | 1500             |     |               | Carpet            |                  |     |               |                    |                  |     |                 |  |                  |     |               | Audio/Tapes                | 15ea             |     |               |        |     |
| Blanket/Linen       |                  |     |               | TV Cabinet         | 500              |     |               | Rugs              |                  |     |               | <b>Laundry</b>     |                  |     |                 |  |                  |     |               | Sports Equip.              |                  |     |               |        |     |
| Pictures/Paintings  |                  |     |               | Wall Unit          | 1200             |     |               | Chair             | 200              |     |               | Brooms etc.        |                  |     |                 |  |                  |     |               | Toys/Games                 |                  |     |               |        |     |
| Clothes - Mens      |                  |     |               | Wine Rack          |                  |     |               | Desk              | 1000             |     |               | Clothes Drier      | 600              |     |                 |  |                  |     |               | Tools - Hand               |                  |     |               |        |     |
| Clothes - Womens    |                  |     |               | Pictures/Paintings |                  |     |               | Divan             | 1000             |     |               | Cupboard           | 300              |     |                 |  |                  |     |               | Tools - Power              |                  |     |               |        |     |
| Clothes - Childrens |                  |     |               | Crockery/China     |                  |     |               | Table             |                  |     |               | Ironing Board      | 200              |     |                 |  |                  |     |               | Tools - Chest              |                  |     |               |        |     |
| TV                  | 900              |     |               | Clocks             | 500              |     |               | Standard Lamp     | 250              |     |               | Table              |                  |     |                 |  |                  |     |               | Power Edger                | 200              |     |               |        |     |
| Toys/Books          |                  |     |               | Books              |                  |     |               | Computer          | 3000             |     |               | Washing Machine    | 1300             |     |                 |  |                  |     |               | T/Tennis Table             |                  |     |               |        |     |
| Clock Radio         | 200              |     |               | DVD/VCR            | 1000             |     |               | DVD/VCR           | 1000             |     |               | Iron               | 150              |     |                 |  |                  |     |               | Video Game Unit            | 100              |     |               |        |     |
|                     |                  |     |               | Records/CD's       | 30ea             |     |               | TV                | 1500             |     |               |                    |                  |     |                 |  |                  |     |               | Packing & Removal          |                  |     |               |        |     |
|                     |                  |     |               | DVD's              | 30ea             |     |               | Picture/Paintings |                  |     |               |                    |                  |     |                 |  |                  |     |               |                            |                  |     |               |        |     |
|                     |                  |     |               |                    |                  |     |               | Ent. Unit         | 1800             |     |               |                    |                  |     |                 |  |                  |     |               |                            |                  |     |               |        |     |
| <b>Sub Total</b>    |                  |     | \$            | <b>Sub Total</b>   | \$               |     |               | <b>Sub Total</b>  | \$               |     |               | <b>Sub Total</b>   | \$               |     |                 | <b>Sub Total</b>                                   | \$               |     |               | <b>Sub Total</b>           | \$               |     |               |        |     |

(Attach a separate list if more space is required)

**Packing and Removal cost (inclusive of GST) \$**  
**Specified Valuables (inclusive of GST) \$**  
**TOTAL (inclusive of GST) \$**

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

**Valuables:** The table MUST be completed. Please list/certify the value of any antique, curio, plate, precious object, work of art, collection of items, piece of precision equipment or professionally packed carton by the removal company whose value exceeds \$2000.00 in the table below. Attach a detailed inventory if you need more space.

| Specified Item | Value | Specified Item | Value |
|----------------|-------|----------------|-------|
|                |       |                |       |
|                |       |                |       |
|                |       |                |       |
|                |       |                |       |

**Declaration -** I declare that the above values are correct to the best of my knowledge and that I have informed Price's Removals & Storage Pty Ltd T/as Chess Price's Removals about anything which could affect the risk. I have received a copy of the Financial Service Guide and the Product Disclosure Statement.

SIGNATURE OF PROPOSER : \_\_\_\_\_ DATE:      /      /

# OPTION C: Chess Moving Protection Plan Optional Extension of Cover

**Mode of Transport:**  
Land / Sea / Air (Please Circle)

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

- Cover for Pairs and Sets
- Electrical, Electronic & Mechanical Derangement
- Atmospheric Conditions

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 Electrical, Electronic and Mechanical Derangement extension - where items have been packed or wrapped by moving company. e.g. Refrigerators, freezers, TV sets, video equipment, kitchen appliances, sound systems.

| EXTENSION OF COVER  | Items | Model No. / Serial No. | Age | Value |
|---|-------|------------------------|-----|-------|
| Pairs & Sets: electrical, electronic & mechanical derangement   |       |                        |     |       |
| Cover may be extended to include these exclusions. To extend cover for specific items, list those items above together with their value.<br><br><b>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, Cover can only be arranged for items less than 7 years old.</b> |       |                        |     |       |
|   |       |                        |     |       |
|   |       |                        |     |       |
|   |       |                        |     |       |
|   |       |                        |     |       |
|   |       |                        |     |       |
|   |       |                        |     |       |
|   |       |                        |     |       |
|   |       |                        |     |       |
|   |       |                        |     |       |

Please attach a separate sheet if you need more space

Signed by Proposer: .....

|  |      |       |
|--|------|-------|
| <b>Motor Vehicles</b><br>SEPARATE CERTIFICATE WILL BE ISSUED<br><i>Subject to issue of pre-shipment vehicle condition report</i> | MAKE | MODEL |
|  | YEAR | VALUE |

### DECLARATION OF THE PROPOSER

I wish to take out insurance cover. I declare that to the best of my knowledge and belief all information provided is correct. I declare that I have disclosed all material facts and I understand that failure to do so could make the insurance invalid. I declare that the amounts shown represent the full value of the goods and I have listed all individual items and sets over A\$2000 in value. I confirm that I have declared all items that I wish to insure with all details requested and I have listed separately all specified items in accordance with the Valuables Declaration.

**Declaration:** I declare that the nominated values are correct to the best of my knowledge and that I have informed Price's Removals & Storage Pty Ltd T/as Chess Price's Removals about anything which could affect the risk. I have received a copy of the Financial Services Guide, and the Product Disclosure Statement, contained with this proposal.

Date: ..... / ..... / .....      Signature of Proposer: .....

**Please complete option required and return the white copy with the signed acceptance of quotation.**



**Chess**  
*moving*

# **Terms and Conditions of Contract**





CHESS MOVING TASMANIA

## CONTRACT FOR REMOVAL AND STORAGE

### 1. Definitions

#### In these conditions:

- 1.1 **"We"** means Prices Removals & Storage Pty Ltd ABN 18 894 623 387 trading as Chess Moving Tasmania, 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 **"Goods"** means all furniture and other effects which are to be the subject of the Services;
  - 1.4 **"Services"** means the whole of the work to be undertaken by Us in connection with the Goods including removal and (if applicable) storage;
  - 1.5 **"Subcontractor"** means any person other than one of Our employees who, under any agreement or arrangement with Us (whether directly or indirectly) performs or agrees to perform the whole or any part of the Services;
  - 1.6 Words in the singular include the plural, and words in one or more genders include all genders.
- 2. We are not Common Carriers**  
**WE ARE NOT COMMON CARRIERS AND ACCEPT NO LIABILITY AS SUCH. We reserve the right to refuse to quote for the carriage of goods for any particular person and for carriage of any goods or classes of goods at Our discretion.**
- 3. Your Obligations and Warranties**
- 3.1 **Information supplied by You.** You warrant that any information which You have provided to Us and on which We have reasonably relied in assessing any quotation or estimate of the resources necessary to carry out the work is accurate.
  - 3.2 **Owner or Authorised Agent.** You warrant that, in entering into this agreement, You are either the owner of the Goods, or the authorised agent of the owner.
  - 3.3 **Presence at Loading/Unloading.** You will ensure that You or some person on your behalf is present when the Goods are loaded or unloaded, except if they are being unloaded into or loaded from store.
  - 3.4 **Dangerous Goods.** You warrant that the Goods do not include any goods which are or may become of a dangerous, corrosive, highly combustible, explosive, damaging or noxious nature nor likely to encourage any vermin or pest unless You have disclosed to Us in writing the presence and nature of any such items prior to them being made available to Us for loading or storage. We may refuse to remove or store such items. If We discover any article or substance of this nature after the Goods have been received by Us, We may take any reasonable action, including destruction or disposal, as We may think fit without incurring any liability to You.
  - 3.5 **Fragile Goods and Valuable Items.** You will, prior to the commencement of the removal or storage, give to Us written notice of any Goods which are of a fragile or brittle nature and which are not readily apparent as such, or which comprise jewellery, precious objects, works of art, money, collections of items or precision equipment in any case having a value in excess of \$1,000.
  - 3.6 **Goods Left Behind or Moved in Error.** You will ensure, to the best of Your ability, that all Goods to be removed (other than Goods being removed from store) or stored are uplifted by Us and that none is taken in error.

### 4. Method of Carriage and Subcontractors

- 4.1 **Mode of Carriage.** We shall be entitled to carry the Goods by any reasonable route (having regard to all the circumstances including the nature and destination of any other Goods being carried on the vehicle) and by any reasonable means.
- 4.2 **Subcontractors.** We may use a Subcontractor or Subcontractors to undertake the whole or any part of the Services, but if We do so, We will continue to be responsible to You for the performance of the Services.
- 4.3 **Liability of Subcontractors and Employees.** Any provisions in these conditions which limit Our liability also apply to Our Subcontractors and to Our employees and to the employees of Our Subcontractors. For the purposes of this subclause, We are, or are deemed to be, acting as agent or trustee on behalf of each of the persons referred to, and each of them shall to that extent be deemed to be parties to this agreement.

### 5. Delivery

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

### 6. Storage Conditions

- 6.1 **Inventory.** We will prepare an inventory of Goods received for storage and will ask You to sign that inventory. You will be provided with a copy of the inventory. If You sign the Inventory, or do not do so and fail to object to its accuracy within 7 days of receiving it from Us, the inventory will be conclusive evidence of the Goods received by Us. The inventory will disclose only visible items and not any contents unless You ask for the contents to be listed, in which case We will be entitled to make a reasonable additional charge.
- 6.2 **Contact Address.** You agree to advise Us of an address to which We can forward any notice or correspondence, and to promptly notify Us of any change of address.
- 6.3 **Price Changes.** Our storage charges will be as quoted to You for the first 26 weeks of storage. After 26 weeks, We may change the storage charges from time to time on giving 28 days' written notice to You.
- 6.4 **Warehouse Change.** We are authorised to remove the Goods from one warehouse to another without cost to You. Not less than 5 days beforehand, We will notify You of the removal and advise the address of the warehouse to which the Goods are being removed.
- 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, if that is not reasonably practicable, by private treaty and apply the net proceeds in 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 daily 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. 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, if that is not reasonably practicable, by private treaty and apply the net proceeds in satisfaction of the amount due.

## 8. Loss or Damage - Private Removals and Storage

8.1 **Trade Practices Act.** 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 warranties implied by section 74 of the Trade Practices Act 1974 being, in particular, a warranty by Us 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.

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 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 resulting from Our negligence, and in any event that liability will be limited to \$100 per item or package, or \$1,000 in respect of all Goods moved or stored under this agreement (whichever is the lesser).

9.3 **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.

## 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.

10.3 **Assignment of Insurance.** If We, in discharge of any liability, make payment of any amount to You in respect of loss of, damage to or delay in delivery of the Goods, You hereby assign to Us all rights which You have under any policy of insurance to recover that amount and You hereby irrevocably appoint Us as your attorney with full power in Your name to claim and recover that amount and You will execute all documents and provide all information as may be necessary to enable Us to obtain the full benefit of this clause.

## 11. Disputes

11.1 **Notification of Dispute.** If You or We consider that a dispute has arisen in relation to this agreement (either during the Services, or after they have been completed), written notice of the dispute will be given to the other party. Even if that notice is given, You and We must continue to perform any obligations outstanding by Us under the agreement.

11.2 **Dispute Resolution.** If You and We cannot resolve the dispute between Us, You are entitled to refer the dispute to the Australian Furniture Removers Association (telephone 1800 671 806) which has procedures for dispute resolution, and We, but not You, will be bound by the outcome of that referral.

## 12. Variation and Notice

12.1 **Variation.** The terms of these conditions cannot be varied other than by Your and Our mutual consent. Our consent can only be given by a proprietor, director, secretary or manager, and must be evidenced in writing.

12.2 **Notice.** Any notice to be given by Us to You may be given personally or by prepaid post addressed to Your address last known to Us, or by facsimile to a facsimile number at that address, or by electronic mail.

## 13. Applicable Law

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 Tasmania is not permitted to carry the items listed below due to the fact that they may cause damage or serious injury.

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

**NOTE: Chess Moving Tasmania recommends that you have your LPG gas cylinder emptied at a qualified outlet for your safety. Check in the Yellow Pages for your nearest specialist.**

### **Firearms:**

Chess Moving Tasmania 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 move or stored under any circumstances.



# Customer Goods in Transit and Storage Product Disclosure Statement

## Part 1 – About Your Insurance

This Product Disclosure Statement (PDS) provides information about the main features of the 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 the Manager, Cowden (Vic) Pty Ltd – Aldridge and Street Division Telephone (03) 9867 7663 or by, email, facsimile or letter.

### Insurer

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

A \$2,000 Transit policy excess and \$5,000 Storage policy excess is payable 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 by vehicles or trees 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 Associated Marine Insurers Agents Pty Ltd (ABN 41 006 104 007 AFSL235383) as agent for and owned by Zurich Australian Insurance Limited (ABN 13 000 296 640 AFSL 232507) of 495 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; and
- Entry of water into any vessel, hold, container lift van or place of storage.

**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 7 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 7 years old  | Market value cover unless the item is listed and value declared on your Insurance Declaration   |
| Computers and computer accessories<br>Clothing<br>Motor vehicles, 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   | Will pay Only the lost or damaged part or parts   |
| Antique Furniture, Works or Art  | Reasonable cost of repair. Loss of value not covered.   |
| Owner packed cartons   | Restricted cover only<br>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 caused by a risk covered. |
| Motor vehicles being driven under their own power                                    | Not covered unless being loaded or unloaded by your Removal Company   |
| Valuables worth more than \$2000   | Limited to a maximum of \$2,000 unless specifically listed and valued in your Insurance Declaration   |
| Jewellery, Watch(s), Medal(s), Money, Coin(s), Stamp(s), and Fur(s)                  | Not covered by the policy   |
| Terrorism  | Transit cover only  |
| Other excluded risks   | Refer policy wording – Other Excluded Risks   |

## **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 \$150.00. 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 existing.

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 to 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.

## **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) 9867 7663. 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.

## Part 2: Customer Goods in Transit and Storage

# Insurance Policy Wording

This insurance will be arranged on your behalf by Price's Removals & Storage 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** – Price's Removals & Storage Pty Ltd T/as Chess Price's Removals

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

### Customer Goods in Transit and Storage

**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, vehicles, 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 storage 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 by vehicles or trees. Associated Marine Insurers Agents Pty Ltd (ABN 41 006 104 007 AFSL 235383) as agent for and owned by 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.

### 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 7 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 7 years old or which have not been declared; computers and computer accessories; clothing; motor vehicles, 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 Furniture – Works of Art

For antique furniture 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 (i) \$2,000 transit Australia or (ii) \$5,000 storage in respect of any one claim under this policy. The customer must contribute the Customer Excess shown in the removal contract 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 \$2,000 for each item or collection of items for any antique, curio, plate, precious object, work of art, collection of items, 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.

### Valuables Not Covered by this policy

This policy does not cover; Jewellery, Watch(s), Medal(s), Money, Coin(s), Stamp(s) and Fur(s).

### Owner Packed Cartons

Non-delivery of a owner packed carton is limited to \$500.00 unless an itemized valued list of contents is supplied to the Removal Company 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;
- 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 Chess Moving Price's Removals on (03) 6343 1133.
- 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 its 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.

## 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

The insurer collects personal information for the purpose of providing insurance products, services, processing and assessing claims. The insured can choose not to provide this information, however the insurer may not be able to process its requests.

The insurer may disclose information it holds about the insured to other insurers, an insurance reference service or as required by law. In the event of a claim, the insurer may disclose information to and /or collect additional information about the insured from investigators or legal advisors.

The insured may contact the insurer if it wishes to update or access the information the insurer holds about it or if it does not wish to receive any marketing material directly from the insurer (such as special offers and discounts).

