

# Muval Cover Warranty Terms and Conditions (WTCs)

By requesting Muval Cover Pty Ltd (“the Company”) to provide the cover it offers in respect of loss or damage to goods defined hereunder, the Customer agrees to these warranty terms and conditions (WTCs) which are supplementary to the Customer terms and conditions (Terms) of the Company. Accordingly, the Customer agrees that it has received and read the Terms which are deemed incorporated herein (see – <https://www.muval.com.au/customer-terms-conditions>). To the extent of any inconsistency between the interpretation, meaning or application of these WTCs and the Terms, the WTCs shall prevail.

## 1. Definitions & Interpretation

Words and terms used in these WTCs will have the same meanings as defined in the Terms. The following words and terms used in these WTCs have the following meanings except where the context of application clearly indicates otherwise:

- a. **Claim Payment** means the amount of A\$500 payable for shipments subject of the Company’s Warranty by the Customer in respect of each Claim brought by the Customer for loss or damage to the Goods covered by the Warranty arising from each separate incident or occurrence not otherwise excluded by these WTCs.
- b. **Declared Value** means the value of the Goods declared by the Customer when choosing the Warranty service during the booking process and shown in the Cover Confirmation;
- c. **Depreciation** means the reduction in value of an item over time, calculated at 20% per annum from the date of original purchase;
- d. **Detailed Inventory** means the item list of Goods declared by the customer on the provided form to have cover under the Warranty;
- e. **Warranty Limit** means the maximum amount the Company will be liable to pay in respect of warranty cover per shipment as agreed between the parties from A\$1-100,000.
- f. **Loss or Damage** means actual physical loss or damage to the Customer’s Goods subject of the Warranty and these WTCs and does not include any other loss or damage of any kind including but not limited to indirect or consequential losses.
- g. **Period of Cover** means the period for which your warranty is in force. It starts when the Service commences packing or moving the Declared Inventory and ceases when the Declared Inventory has arrived at the address you specified and it has been unpacked by the removalist. If you decide to move your property to a storage facility with your removalist, the warranty remains in force for up to 30 days in store and ceases after the 30th day. You will find your period of cover set out in your confirmation of cover document.
- h. **Cover** means the warranty that the Company agrees to provide in respect of Loss or Damage to the Goods subject and pursuant to these WTCs.
- i. **Warranty Confirmation** means the written confirmation of the particulars relevant to the Warranty provided by the Company and these WTCs.
- j. **Warranty Payment** is the amount that the Customer pays to the Company for the Warranty which will depend on the Warranty Limit requested by the Company from A\$1-100,000 per shipment as offered by the Company in its rate schedule at the time of booking.

## 2. Warranty not Insurance

The parties agree that these WTCs are not provisions which amount to an undertaking or liability in respect of insurance but provisions that warrant that the Company will indemnify the Customer for Loss or Damage even in circumstances where the Company has less or no liability to the Customer at law.

## 3. Warranty

In consideration of the Warranty Payment, the Claim Payment and subject to these WTCs, the Company warrants to pay the Customer for Loss or Damage that occurs during the performance of the Services by the Company, its employees or other parties during the Period of Cover.

## 4. The Warranty Cover

- a. If the Customer submits a claim for Warranty in respect of Loss or Damage to Goods which are subject to these WTCs, the Company agrees to pay the lesser of either:
  - i. the cost of repair to the Goods; or,
  - ii. the cost of replacement of like goods to the Goods in the market not exceeding the original price that the Customer paid for the Goods less any reasonable salvage value obtained in respect of the Goods up to and not exceeding the Warranty Limit.
- b. If there is no market for like goods, then the cost of replacement referred in Clause 4(b) above shall be the original price the Customer paid for the Goods less Depreciation since the date of their original purchase as best can be determined.
- c. If the Customer fails to reasonably salvage the Goods, the parties agree that the Company will deduct a value that reasonably reflects the market value of the Goods following damage.

## 5. Warranty Cancellation

- a. The Customer has the right to cancel the Warranty provided it notifies the Company in writing prior to the commencement of the Services upon which the Company will refund the Customer the Warranty Payment in full.
- b. The Company may also cancel the Warranty in any of the circumstances permitted by law (for example, failure to pay the premium by the due date or if you told us something that you knew to be incorrect or untrue during your application for cover) by informing you in writing. The Company will provide you this notice in writing to your email address.

## 6. Warranty Cover Exclusions

- a. The following Goods are excluded from Warranty cover:
  - i. perishable goods including but not limited to meat, seafood, vegetables, fruits, beverages, confectionary, foodstuff, flowers, dry ice or other temperature controlled goods;
  - ii. live goods, including but not limited to living plants, animals, animal products, animal skins, fish, reptiles or birds;
  - iii. money (which means anything having the value of money), bullion (of any precious metal), cheques, credit or other card sales vouchers, securities, shares, bonds,

deed, bills of exchange, negotiable instruments in bearer form or any documents that represent money, property or title;

- iv. loose precious and semi-precious stones;
  - v. dangerous, illegal or prohibited items, firearms, air guns, toy guns, ammunition, weapons, weapon parts, explosives, nuclear and radioactive or explosive goods/devices/energy/fuel, hazardous or combustible materials including chemicals and paints;
  - vi. aerosols and perfumes;
  - vii. flammable liquids, petrol, lighter fluid, flammable solids, non-safety matches, gases, mace, camping gas, oxidizers, bleach, poisons, pesticides, fertilisers, insecticides, corrosives, mercury;
  - viii. cigarettes, e-cigarettes or tobacco products;
  - ix. commercial goods not part of a domestic household move, example, items being purchased and relocated for a business, business stock, items purchased or sold in a private sale;
  - x. furs, ivory endangered animal products;
  - xi. jewellery, watches, precious metals, cash or any form of currency;
  - xii. antiques, fine art, oriental rugs, silverware and collectibles unless specified and valued on the inventory and provided the amount covered does not exceed A\$5,000 any one individual item;
  - xiii. motor vehicles including motor bikes/trikes/quad bikes and any other road/offroad vehicles;
  - xiv. waterborne vessels, jet skis, boats or similar (whether trailed or not);
  - xv. items with existing damage or in poor condition;
  - xvi. items coming out of a storage facility.
- b. Loss or Damage to the Goods arising from the following risks are excluded from Warranty cover:
- i. rust, oxidization, discolouration;
  - ii. consequential losses of any kind or loss of market;
  - iii. any losses of any kind due to delay;
  - iv. rejection, detention, condemnation or confiscation of the Goods by any government or their agencies or departments or by any public or local authority;
  - v. dismantling, assembly, testing or fabrication of the Goods other than as required during ordinary course of provision of the Services;
  - vi. any damage or losses due to vermin and/or insects
- c. The Company is not liable to pay Warranty cover when Loss or Damage to the Goods results from:
- i. ordinary wear and tear of the Customer's Goods;
  - ii. faulty manufacture or inherent defects of the Customer's Goods;
  - iii. wars or strikes, actions of government or customs authorities (including rejection or refusal of importation permission for the Goods), nuclear or radioactive contamination;
  - iv. mould or mildew due climatic or atmospheric conditions or extremes in temperature
  - v. insufficiency, deficiency or unsuitability of packing of the Goods particularly when not packed at or above the standard set by original manufacturers for the type or mode of transit(s) used;
  - vi. mechanical or electrical breakdown or malfunction where no external evidence of damage can be shown;
  - vii. loss of data;

## 7. Claims Processing

- a. Any claim by the Customer for Warranty in respect of damage to Goods must be lodged in writing to the Company at support@muval.com.au within 14 business days of delivery of the Goods or the date Services are completed, whichever date occurs first.
- b. Any claim by the Customer for Warranty loss/non-delivery of Goods must be notified in writing to the Company within 14 business days from the date the Goods should have been delivered or the Services should have been completed, whichever date occurs first;
- c. In respect of all Warranty claims, the Customer in addition to completing a claim form with particulars regarding the Goods and circumstances of the Loss or Damage must supply all relevant supporting documentation or other evidence and information as may be reasonably required by the Company to assess the claim.
- d. The Customer agrees that they will:
  - i. take all reasonable measures to avoid or minimise the extent of loss or damage to the Goods or any further loss, damage, liability or expense;
  - ii. note any relevant details regarding loss or damage on the consignment note, inventory or other document(s) used in the respect of the Service and provide same to the Company;
  - iii. preserve any damaged or defective items which may be required as evidence for the Company's assessment;
  - iv. not authorise the repair or replacement of the lost or damaged Goods without the Company's express written consent;
  - v. in the case of loss or damage due to theft or malicious act, the Customer must inform the police immediately and take all practicable steps to discover any guilty person and to trace and recover the missing property
  - vi. not make any settlement, admission of liability, payment, or promise of payment to a third party without written consent of the Company.
- e. The Company may reduce the amount paid under the Warranty by the amount equal to the prejudice caused to it as a result of the failure to comply with one or more of the subclauses of the above provision.
- f. Only the Customer may claim under the Warranty.
- g. A claim for Warranty will not be accepted unless it is made in accordance with Clauses 7. (a), (b) and (c) above. This provision does not apply if the unfair terms provisions of the Australian Consumer Law applies.