

# PRODUCT DISCLOSURE STATEMENT

The JLT (CSI) Discretionary Trust  
Arrangement

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# 1 What You Will Find Within This Document

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## Introduction

This Product Disclosure Statement (PDS) is designed to tell the Potential Member about the JDT Arrangement and to help the Potential Member decide whether to become a Member of the JDT Arrangement. The Potential Member should read this PDS carefully before making their decision.

## Definitions

Reference throughout this document to:

“Acceptance Form” means the form which details the amount payable in order for a Potential Member to become a Member.

“Authorised Representative” (of a financial services licensee) means a person authorised under the Corporations Act 2001 (Cth) to provide a financial service or financial services on behalf of the licensee.

“Claim” means any claim made by a person or entity on the JDT Arrangement.

“Claimant” means the person or entity who lodges a Claim.

“Cooling Off Period” means the period of fourteen (14) days after the date of payment of Membership Contributions during which a Member may cancel their cover and receive a full refund or their Membership Contribution.

“Echelon” means Echelon Australia Pty Ltd, the provider of claims and risk management services to the Trust.

“FSG” means Financial Services Guide as defined in the Corporations Act 2001 (Cth).

“Fund” means the bank account created by the Trustee in which all of the Membership Contributions are held.

“Fund Period” means the period under the Scheme Cover during which Claims will be considered by the Trustee which follows the period of insurance under the Insurance Cover. **In the case of this Scheme the Fund Period is the period 31<sup>st</sup> May 2020 to 31<sup>st</sup> May, 2021.** Individual Members cover is always subject to the Period of Cover (as defined below).

“Individual Member’s Deductible” means the amount of any Claim payable by a Member before the Scheme Cover or Insurance Cover will respond.

“Insurance Broker” means Marsh Pty Ltd.

“Insurance Cover” means the insurance cover which is purchased by the Trustee for the JDT Arrangement and its Members.

“Insurance Policy” means the document issued by the Insurer which contains all of the terms and conditions of the Insurance Cover (and includes the Insurer’s PDS, where relevant) purchased by the Trustee for the JDT Arrangement and its Members.

“Insurer” means CGU Insurance Limited through Accident & Health International Underwriting Pty Limited (AHI) “JDT Arrangement” means the JLT **(CSI)** Discretionary Trust Arrangement.

“JGS” means JLT Group Services Pty Limited.

“Managed Investment Scheme” means a managed investment scheme as defined in the *Corporations Act 2001* (Cth).

“Member” means an incorporated body, person, company, trust or other legal entity which has been admitted to the JDT Arrangement.

“Membership Contributions” means the contributions payable by Members as detailed in the Acceptance Form.

“PDS” means Product Disclosure Statement as defined in the *Corporations Act 2001* (Cth).

“Period of Cover” means the period shown on the Tax Invoice (issued after the membership offer is accepted) which reflects the period during which a Member is covered.

“Potential Member” means an incorporated body, person, company, trust or other legal entity who is entitled to be, but has not yet been, admitted as a Member of the JDT Arrangement.

“Promoter” means Construction Employment Training and Welfare Ltd as Trustee for the Creative Safety Initiatives Trust.

“Scheme” or “Trust” means the trust established under the Trust Deed.

“Scheme Cover” means the discretionary cover component of the JDT Arrangement which is not insurance.

“Scheme Cover Aggregate Limit” means the amount of money in the Fund available to meet Claims and Claims costs under the Scheme Cover. This amount is subject to variation depending on actual membership levels.

“Scheme Cover Any One Event Limit” means the limit of **\$100,000** which applies to Claims under the Scheme.

“Trust” or “Scheme” means the trust established under the Trust Deed.

“Trust Deed” means the deed establishing the Scheme and by which JGS declares itself as Trustee and Manager thereof (as amended from time to time).

“Trustee” means JGS as the trustee and scheme manager of the Trust.

## General Information

If the Potential Member decides that the cover provided under the JDT Arrangement is suitable, they should pay the amount as detailed on the Acceptance Form and Tax Invoice.

The individual Acceptance Form will be sent separately.

This JDT Arrangement is subject to the Cooling Off Period.

This PDS is distributed by the Insurance Broker who is appointed by the Trustee and whose contact details are as follows:

Marsh Pty Ltd (“the Insurance Broker”)

One International Towers Sydney  
100 Barangaroo Avenue  
SYDNEY NSW 2000

as detailed in the FSG distributed by the Insurance Broker on behalf of the Trustee and the Insurance Broker.

The details of the Promoter of this JDT Arrangement are:

Construction Employment Training and Welfare Ltd as trustee for the Creative Safety Initiatives Trust  
ABN 16 827 621 177  
2 Badham Street  
DICKSON ACT 2602

If you have not received all of this PDS or if you have any questions, please contact the Trustee, whose details are as follows:

JLT Group Services Pty Ltd  
ABN 26 004 485 214  
Level 3, 148 Frome Street  
ADELAIDE SA 5000

Telephone: (08) 8100 3000  
Facsimile: (08) 8100 3099

The Trustee is a wholly owned subsidiary of the Broker and is authorised under its own Australian Financial Services Licence (AFSL) No 417964 to provide certain financial services in relation to this JDT Arrangement to the Members including issuing the JDT Arrangement. The respective roles of the Trustee and the Broker are set out in detail in the FSG.

## 2 PDS Section 1 – Member Information

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### What is the JLT (CSI) Discretionary Trust (JDT) Arrangement?

Below is a summary of the key information about the JDT Arrangement.

#### Brief Overview

The JDT Arrangement is **not insurance** because one component of the JDT Arrangement involves the Trustee's absolute discretion whether or not to pay a Claim and how much to pay.

**The JDT Arrangement is a Managed Investment Scheme made up of two parts:**

**The Scheme Cover; and**

**The Insurance Cover.**

The JDT Arrangement was established to help manage the Members' risk of personal accident and sickness, which occur outside of working hours and for which Statutory Worker's Compensation benefits are not payable.

A Potential Member can become a Member of the JDT Arrangement by making the payment of the Membership Contributions shown on the Acceptance Form/Tax Invoice within 30 days of receipt of this PDS and individual Acceptance Form, whichever is later. The Insurance Broker will forward the Membership Contribution to the Trustee.

**Note:** A Potential Member does not become a Member until the Trustee has received the Membership Contribution.

The Trustee pools the Membership Contributions of all Members and holds them in the Fund. The Fund is used to meet Claims under the Scheme Cover, purchase the Insurance Cover and meet the costs of establishing and running the JDT Arrangement.

Membership of the JDT Arrangement is for the Period of Cover, unless cancelled earlier. A Claimant is entitled to lodge a Claim for events which occur after the Potential Member becomes a Member and during the Fund Period.

At the end of the Fund Period the membership of each Member under the Fund ceases and they cease to be covered. The Trustee will determine and advise the Member and the Promoter in writing (by means of a PDS or supplementary PDS) not later than 10 days prior to the end of the Fund Period whether the Member will be offered renewed membership for the next Fund Period and if so, the terms of cover and the Membership Contribution payable.

All Claims under the Scheme Cover are decided by the Trustee in its absolute discretion. If the Claim is accepted by the Trustee, the Claimant must pay the Individual Member's Deductible as shown below or on the schedule/tax invoice. At the Trustee's discretion, the Trustee may pay expenses under the Scheme Cover up to the Scheme Cover Any One Event Limit. The most the Trustee can pay in the Fund Period is the Scheme Cover Aggregate Limit.

Once the Scheme Cover Aggregate Limit or Scheme Cover Any One Event Limit is exceeded or the time for lodging a Claim under the Scheme Cover has expired, the Trustee will refer the

Claim to the Insurer for the Insurer to decide in accordance with the Insurance Cover (see below).

Note: If you become a Member, you will be subject to the Scheme Rules at Section 4 of this PDS.

The JDT Arrangement is neither authorised under nor subject to the Insurance Act 1973 (Cth) nor is it regulated by the Australian Prudential Regulation Authority (“APRA”).

Upon the closing of the Fund, any surplus in the Fund will be disbursed at the Trustee’s discretion.

The Trustee can dissolve the Trust after the expiry of the Fund Period. Upon dissolution of the Trust, any Fund balance remaining after payment of all liabilities of the Trust must be paid a charity at the Trustee’s discretion.

## Individual Member’s Deductible

On any Claim accepted by the Trustee, the Member will have to pay the following Individual Member Deductible before the JDT Scheme Cover will respond:

On any Claim accepted by the Trustee, the Member will have to wait for 28 days of disablement after medical treatment from a registered medical practitioner (“Excluded period of claim”), for each and every loss or series of losses before the JDT Scheme Cover will respond.

**For any Claim in excess of the Individual Member’s Deductible and the Scheme Cover, the Insurance Cover may come into play.**

## Scheme Cover

**Note:** Due to the Trustee’s discretion, a Claim can be lodged under the Scheme Cover for any event, not only those events that would be covered under the Insurance Cover (see Section 2 of the PDS) and the Trustee will consider the Claim.

The benefit of the discretionary Scheme Cover is that Claims which would not be paid under the Insurance Policy wording of the Insurance Cover may be paid by the Trustee. The risk is that the Trustee may not exercise its discretion in favour of the Claimant. **For details of further risks associated with this product please refer to Section 3 of this PDS.**

In exercising its discretion, the Trustee cannot be influenced by anyone and is legally bound to conduct its duties and obligations in accordance with trust law and the Trust Deed between the Trustee and the Promoter. The Trustee must settle each Claim in accordance with the merits of the Claim.

## Insurance Cover

Insurance is purchased by the Trustee for the JDT Arrangement and its Members and provides cover for a Claim which is:

1. in excess of the Individual Member’s Deductible and the Scheme Cover Aggregate Limit or the Scheme Cover Any One Event Limit or where the time for lodging a Claim under the Scheme Cover has expired; and

2. covered by the Insurance Policy terms and conditions.

Details of the Insurance Cover are in Section 2 of this PDS. A copy of the Insurance Policy can be viewed on the Internet at [www.jlta.com.au/jdt/csi](http://www.jlta.com.au/jdt/csi) or available on request from the Insurance Broker.

Any Claim not met by the Scheme Cover and/or the Insurance Cover will be borne by the Claimant.

## Cancellation and Termination of Membership

**Cancellation by a Member:-** A Member may cancel their membership at any time by giving 30 days' notice in writing to the Trustee. Cancellation does not entitle the Member to a refund of Membership Contributions paid in respect of the Scheme Cover, but they are entitled to a refund of the Membership Contributions paid in respect of the unexpired portion of the Insurance Cover. In the event that the Member has a business that they are selling, the membership and rights may form part of the settlement and membership may transfer from the Member to the purchaser of the business.

**Cancellation by the Trustee:-** The Trustee can cancel membership as permitted in the Scheme Rules (see Section 4).

Membership terminates automatically at the end of the Fund Period.

## How and When to Make a Claim

**Note:** All Claims or potential Claims are to be notified to Echelon as soon as possible. Echelon's details are set out below. A Claim form can be found on the Internet at [www.jlta.com.au/jdt/csi](http://www.jlta.com.au/jdt/csi), or by contacting Echelon.

A Claim or potential Claim must be notified by the Claimant as soon as possible but at the latest within the **six (6)** month period after the expiry of the Fund Period (i.e. **30<sup>th</sup> November, 2021**), otherwise it cannot be considered by the Trustee. Claims notified after **30<sup>th</sup> November, 2021** will be referred to the Insurer for consideration.

The **6** month limitation when notice must be given does not apply to Claims under the Insurance Cover. Such a Claim may be lodged within a reasonable time of and for an event which occurs while a Member and it will be subject to the Insurer's policy terms and conditions and relevant legislation.

## Information about the Service Providers

The Trustee uses various third parties to assist it in carrying out its functions

1. **Claims Management and Risk Management Services:** Echelon Australia Pty Limited, ABN 96 085 720 056 (a wholly owned subsidiary of Marsh Pty Limited) Telephone (08) 8235 6455: Fax (08) 8235 6448
2. **Broking Services:** Marsh Pty Ltd, ABN 86 004 651 512 AFSL 238983
3. **Actuary:** Cumpston Sarjeant Pty Ltd, Level 13, 160 Queen Street, Melbourne VIC 3000
4. **Auditor:** BDO Audit (SA) Pty Ltd, Level 7, 420 King William Street, Adelaide SA 5000



5. **Taxation Agent:** BDO Advisory (SA) Pty Ltd, Level 7, 420 King William Street, Adelaide SA 5000
6. **Bank:** National Australia Bank
7. **Legal Advisers:** Thomson Geer Lawyers, 19 Gouger Street, Adelaide SA 5000

## Fees and Charges

The following details the payments received by related parties to the JDT Arrangement.

1. **Echelon Australia Pty Limited:** \$625 per claim
2. **Legal:** 1% of the Administration component detailed on your individual Acceptance Form
3. **Auditor:** 8% of the Administration component detailed on your individual Acceptance Form
4. **Actuary:** 7% of the Administration component detailed on your individual Acceptance Form
5. **Trustee:** 84% of the Administration Contribution detailed on your individual Acceptance Form
6. **Insurance Broker:** The Broking Fee is an upfront component as set out in the Acceptance Form

## Reporting

The accounts of the Trust are audited annually by an external auditor. A Member can request the accounting and other records of the Trust.

A copy of the quarterly financial report and the annual audited report will be provided to the Member upon request.

## Complaints Handling

If a Member or Claimant has a complaint about this JDT Arrangement, including but not limited to a complaint about any non-payment of a Claim by the Trustee, they can communicate it to the Trustee or the Insurance Broker in the first instance. Alternatively, they can refer it to the Insurance Broker's Complaints Manager. The Insurance Broker's contact details are shown in the Introduction to this PDS.

The complainant will be asked to provide comprehensive details to help investigate their complaint. All information will be treated in the strictest confidence.

The Trustee belongs to an approved external dispute resolution scheme designed to provide independent assistance to the complainant, namely The Australian Financial Complaints Authority (AFCA) - Ph: 1800 931 678 – a free service for consumers with complaints concerning the financial services industry. If you are dissatisfied with the way in which your complaint is handled by the Trustee (JGS) or the Insurance Broker (Marsh), you can refer your complaint to AFCA.

The matter will then be referred by AFCA to the Marsh Complaints Manager for further investigation.

## Privacy

The Insurance Broker and the Trustee are committed to protecting Members' privacy and are bound by the Australian Privacy Principles for the handling of information.

The Insurance Broker's Privacy Policy can be viewed on the Internet at [www.marsh.com.au/privacy-policy](http://www.marsh.com.au/privacy-policy) or is available on request from the Insurance Broker.

The Trustee further advises that as part of the JDT Arrangement's annual financial report, the Trustee will declare Members' detailed Claims data to all Members and to the service providers referred to in Section 1 under "Information about the Service Providers".

## 3 PDS Section 2 – Insurance Cover Information

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For full details of all covers, limitations, exclusions or conditions, refer to the Insurance Policy available at [www.jlta.com.au/jdt/csi](http://www.jlta.com.au/jdt/csi) or on request from the Insurance Broker.

### The Insurance Cover provides cover for a Claim which is

1. in excess of the Individual Member's Deductible and the Scheme Cover; and
2. covered by the Insurance Policy terms and conditions.

Any Claim against the Insurance Cover is not subject to the Trustee's discretion.

### Contact Details for Making an Enquiry

For all advice, simply phone the Insurance Broker whose details are given in Section 1 of this PDS under General Information.

## Summary

### Insured

The JLT **(CSI)** Discretionary Trust and its Members are the Insured under the Insurance Policy. A statutory right to make a claim under the Insurance Policy may also arise pursuant to section 48 of the Insurance Contracts Act 1984 (Cth), where the claimant is specified or referred to in the Insurance Policy as a person to whom the insurance cover extends.

### Insurer

CGU Insurance Limited through  
Accident & Health International Underwriting Pty Limited (AHI)  
Suite 1507 Exchange Tower, 530 Lt Collins Street, Melbourne, VIC, 3000  
ABN 26 053 335 952  
AFS Licence No. 238261

### Period of Insurance

From: **31<sup>st</sup> May, 2020** at 4 pm Local Standard Time  
To: **31<sup>st</sup> May, 2021** at 4 pm Local Standard Time

### Classes of Insurance

Personal Accident & Sickness Insurance

### Cost of the Insurance Cover

See the individual Acceptance Form for details of the Membership Contribution for this Insurance Cover.

## 4 PDS Section 3 – Risks Under Scheme Cover and Insurance Cover

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**There are a number of risks a Potential Member should be aware of under the JDT Arrangement including:**

The payment of benefits under the Scheme Cover is at the absolute discretion of the Trustee which means that the Trustee may exercise its discretion not to pay a Claim;

The Insurance Cover component of the JDT Arrangement only comes into effect for a Claim in excess of the Individual Member's Deductible and the Scheme Cover or when the time for lodging a Claim under the Scheme Cover has expired;

The Insurance Cover component has various conditions and exclusions. Therefore, if a Claim is in excess of the Individual Member's Deductible and the Scheme Cover or the time for lodging a Claim under the Scheme Cover has expired and the Insurance Cover component comes into effect, the Claim may not be covered under the Insurance Cover component as a result of the conditions and exclusions;

Renewed membership of the JDT Arrangement is at the discretion of the Trustee and a Member's cover will cease after the expiry of the Fund Period (**i.e. on 31<sup>st</sup> May, 2021**) if renewed membership is not offered. If this happens, a Claim cannot be made for an event occurring after the expiry of the Fund Period.

## 5 PDS Section 4 – JLT Discretionary Trust Scheme Rules

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The Scheme Rules sets out a Member's rights and obligations under the JLT (CSI) Discretionary Trust.

Below is the table of contents of the Scheme Rules. A full version of the Scheme Rules are available at [www.jlta.com.au/jdt/csi](http://www.jlta.com.au/jdt/csi).

### The Scheme Rules

#### Part 1 - Interpretation

- Structure of Scheme Rules
- Purpose of Scheme Rules

#### Part 2 – Scheme Membership Offer

- Offer of scheme membership (The PDS)
- Details of offer
- Acceptance of offer
- Subsequent fund periods
- Manner of renewal
- General membership obligations
- Scheme does not warrant risk levels

#### Part 3 – Commencement of Cover and Closure of Accounts for Fund Periods

- Fund period
- Subsequent fund periods
- Commencement of cover
- Closure of Accounts for Fund period

#### Part 4 – Membership Contributions

- Relevant factors in determination
- Time for payment
- Overdue payments
- Effective date of cancellation
- Effect of cancellation
- Additional contribution to cover cost of default
- Additional contribution for additional risks
- Set off against monies due to Member

#### Part 5 – Loss Protection

- Coverage
- Change to scope of protection
- Recourse to scheme assets only
- Payment of Claims
- Reimbursable deductible How to Make a Claim
- If a Claim needs to be made on the Scheme Cover

#### Part 6 – Scheme Membership

- Notice of Claims
- Information to be provided
- Corporations Act/Privacy Act notice
- Grant or refusal of cover for Claim
- Claim may be refused
- Subrogation
- Settlement of Claims
- Member's litigation responsibilities
- Relinquish control
- Reasonable care
- Contribution

#### Part 7 – Member's Default and Cancellation of Membership

- Withdrawal
- Effect of withdrawal
- Notice to show cause why Membership should not be cancelled
- Cancellation of membership
- Effective date of cancellation
- Effect of cancellation
- Additional contribution to cover cost of default



The Product Issuer of the JLT **(CSI)**  
Discretionary Trust ABN: 11 038 394 349 is:

JLT Group Services Pty Ltd  
ABN 26 004 485 214 AFSL 417964

One International Towers Sydney  
100 Barangaroo Avenue  
SYDNEY NSW 2000

Telephone: +61 2 8864 8888  
Facsimile +61 2 8864 8800

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If this communication contains personal information we expect you to treat that information in accordance with the Australian Privacy Act 1988 (Cth) or equivalent. You must advise us if you cannot comply.

The Discretionary Trust Arrangement has been arranged by JLT Group Services Pty Ltd (ABN 26 004 485 214 AFSL 417964) ("JGS"). JGS is a business of Marsh & McLennan Companies (MMC). Cover is subject to the Trustee's discretion and/or the relevant policy terms, conditions and exclusions.