

PRODUCT DISCLOSURE STATEMENT

The Australian Football National Risk
Protection Program Discretionary Trust
Arrangement

CONTENTS

1	What You Will Find Within This Document.....	1
	• Introduction	1
	• Definitions	1
	• General Information	3
2	PDS Section 1 – Member Information	4
	• What is the Australian Football Risk Protection Program Discretionary Trust Arrangement?	4
	• Brief Overview.....	4
	• Individual Member’s Deductible.....	5
	• Scheme Cover	6
	• Insurance Cover.....	6
	• Cancellation and Termination of Membership	6
	• How and When to Make a Claim	7
	• Information about the Service Providers.....	7
	• Fees and Charges	7
	• Reporting	7
	• Complaints Handling.....	7
	• Privacy.....	8
3	PDS Section 2 – Insurance Cover Information	9
	• The Insurance Cover provides cover for a Claim which is	9
	• Contact Details for Making an Enquiry	9
	• Summary	9
4	PDS Section 3 – Risks Under Scheme Cover and Insurance Cover	10
5	PDS Section 4 – Discretionary Trust Scheme Rules.....	12
	• The Scheme Rules.....	12

1. What You Will Find within This Document

Introduction

This Product Disclosure Statement (PDS) is designed to tell the Potential Member about the Discretionary Trust Arrangement and to help the Potential Member decide whether to become a Member of the Discretionary Trust 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 Discretionary Trust 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.

“Discretionary Trust Arrangement” means the Australian Football Risk Protection Program Discretionary Trust Discretionary Trust Arrangement.

“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 1st November 2021 to 1st November 2022.** 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 JLT Risk Solutions Pty Ltd.

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

“Insurer” means Tokio Marine & Nichido Fire Insurance Co Ltd through Accident & Health International Underwriting Pty Limited (AHI).

“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 Discretionary Trust 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 Discretionary Trust Arrangement.

“Promoter” means Australian Football League.

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

“Scheme Cover” means the discretionary cover component of the Discretionary Trust 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 \$7,500 (with the exception of Platinum coverage which is \$10,000 any one event and Quadriplegia/Paraplegia losses which are \$500,000) 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 Discretionary Trust 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 Discretionary Trust 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:

JLT Risk Solutions 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 Discretionary Trust Arrangement are:

Australian Football League

Telstra Dome, 140 Harbour Esplanade
DOCKLANDS VIC 3008

Telephone: (03) 9643 1914

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 Discretionary Trust Arrangement to the Members including issuing the Discretionary Trust Arrangement. The respective roles of the Trustee and the Broker are set out in detail in the FSG.

2. PDS Section 1 – Member Information

What is the Australian Football National Risk Protection Program Discretionary Trust Arrangement?

Below is a summary of the key information about the Discretionary Trust Arrangement.

Brief Overview

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

The Discretionary Trust Arrangement is a Managed Investment Scheme made up of two parts:

The Scheme Cover; and The Insurance Cover.

The Discretionary Trust Arrangement was established to help manage the Members' risk of Personal Accident and Loss of Income.

A Potential Member can become a Member of the Discretionary Trust 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 Discretionary Trust Arrangement.

Membership of the Discretionary Trust 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 14 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 Discretionary Trust 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 to 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 Discretionary Trust Scheme Cover will respond:

Before the application of the relevant Discretionary Trust Scheme Cover (as described in the Discretionary Trust Scheme Cover Limits) the Claimant bears the following deductible or period of time from the date of first medical treatment (“**Elimination Period**”) for each and every claim:

AFL National Risk Protection Program

1. Non-Medicare Medical Expenses	
Bronze Cover	\$100
Silver Cover	\$75
Gold Cover	\$50
Platinum Cover	\$50
AFLW (Elite Competition)	\$50
Umpires	\$100
2. Student Assistance Benefit	14 day elimination period
3. Home Help Expenses	14 day elimination period
4. Parents Inconvenience Allowance	14 day elimination period
5. Child Minding Benefit	14 day elimination period
6. Loss of income (elimination period for AFLW to be paid by Trust)	14 day elimination period

NAB Auskick

1. Non-Medicare Medical Expenses	\$50
2. Student Assistance Benefit	7 day elimination period
3. Home Help Expenses	7 day elimination period
4. Parents Inconvenience Allowance	7 day elimination period

AFL Recreational Football

1. Non-Medicare Medical Expenses	\$100
2. Student Assistance Benefit	14 day elimination period
3. Home Help Expenses	14 day elimination period
4. Parents Inconvenience Allowance	14 day elimination period
5. Temporary Disablement (Loss of Income)	14 day elimination period

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 Discretionary Trust 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 is 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. 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 obtained by contacting Echelon or on request from the Insurance Broker.

A Claim or potential Claim must be notified by the Claimant as soon as possible. Late notification may result in prejudice to the Scheme and/or the Insurer which could result in a claim being denied in full or in part.

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 JLT Risk Solutions Pty Ltd) Telephone (08) 8235 6455: Fax (08) 8235 6448
2. **Broking Services:** JLT Risk Solutions Pty Ltd, ABN 69 009 098 864 AFSL 226827
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 Discretionary Trust Arrangement.

1. **Insurance Broker:** \$50 fee per transaction as detailed on your individual 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 Discretionary Trust 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, you can refer your complaint to AFCA.

The matter will then be referred by AFCA to the Insurance Broker 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 or is available on request from the Insurance Broker.

The Trustee further advises that as part of the Discretionary Trust 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

For full details of all covers, limitations, exclusions or conditions, refer to the Insurance Policy 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 general advice and information, simply phone the Insurance Broker whose details are given in Section 1 of this PDS under General Information.

Summary

Insured

The Australian Football National Risk Protection Program 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.

Insured Persons/Beneficiaries

AFL National Club Program

Each State and Territory Association directly affiliated to the Australian Football League and their Affiliations, Associations/Leagues and Clubs (excluding the 18 National Clubs forming the National AFL competition) including all players, prospective players, officials, volunteers, trainers, runners, club and league appointed umpires, coaches, directors, officers, committees, sub-committees, regional boards and work experience students. Including subsidiary or controlled companies now or previously existing or hereafter formed or acquired.

AFL Recreational Football

Registered AFL Recreational Football competition participants of each State and Territory including players, volunteers, officials, trainers, runners, umpires, coaches, committees and sub-committees.

NAB Auskick

Registered NAB AFL Auskick competition participants of each State and Territory including players and appointed volunteers.

Insurer

Tokio Marine & Nichido Fire Insurance Co Ltd through
Accident & Health International Underwriting Pty Limited (AHI)
Level 4, 33 York Street Sydney, NSW, 2000
ABN 26 053 335 952
AFS Licence No. 238261

Period of Insurance

From: 1st November 2021 at 4 pm Local Standard Time
To: 1st November 2022 at 4 pm Local Standard Time

Classes of Insurance

Personal Accident 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

There are a number of risks a Potential Member should be aware of under the Discretionary Trust 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 Discretionary Trust 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 Discretionary Trust 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 1st November 2022) 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 – Discretionary Trust Scheme Rules

The Scheme Rules sets out a Member's rights and obligations under the Australian Football National Risk Protection Program Discretionary Trust.

Below is the table of contents of the Scheme Rules. A full version of the Scheme Rules is available from the Insurance Broker on request, at no charge.

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

Part 5 – Loss Protection

- Coverage
- Change to scope of protection

- Recourse to scheme assets only
- Payment of Claims
- Reimbursable deductible

Part 6 – Claims Procedures and Scheme Membership

- How to Make a Claim
- 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
- Additional contribution for additional risks
- Set off against monies due to a Member
- Dissolution

The Product Issuer of the Australian Football
National Risk Protection Program
Discretionary Trust ABN: 37 378 340 834 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

Preparation Date 2 December 2020

The information contained in this document and any attachments is confidential, may be privileged, and is intended for the use of the individual or entity named above. If you, the reader of this message, are not the intended recipient, the agent, or employee responsible for delivering this document and any attachments to the intended recipient, you are expressly prohibited from copying, disseminating, distributing or in any other way using any of the information in this document and any attachments.

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.



SCHEME RULES

The Australian Football Risk Protection
Program Discretionary Trust
Arrangement

The Australian Football Risk Protection Program Discretionary Trust Arrangement

Discretionary Trust Scheme Rules

This sets out a Member's rights and obligations under the Australian Football Risk Protection Program Discretionary Trust.

The Trust was established solely for the benefit of its Members and in some instances provides an alternative to conventional insurance.

The Scheme Rules

Part 1 - Interpretation

Structure of Scheme Rules

Purpose of Scheme Rules

Definitions

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

Use of Surplus Funds

Part 4 – Membership Contributions

Relevant factors in determination

Time for payment

Part 5 – Loss Protection

Coverage

Change to scope of protection

Recourse to scheme assets only

Payment of Claims

Reimbursable deductible

Part 6 – Claims Procedures and Scheme Membership

How to Make a Claim

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

Additional contribution for additional risks

Set off against monies due to Member

Dissolution

Part 1 - Interpretation

1. Structure of Scheme Rules

These Scheme Rules are divided into parts as follows

Part 1 Interpretation

Part 2 Scheme Membership Offer

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

Part 4 Membership Contributions

Part 5 Loss Protection

Part 6 Claims Procedures and Scheme Membership

Part 7 Member Default and Cancellation of Membership

2. Purpose of Scheme Rules

These Scheme Rules Form one of the three principal constituent documents of the Scheme. The other two are:

2.1. The Trust Deed which constitutes the Scheme and sets out its purpose and intent as well as its underlying legal structure and controls. Available on request.

2.2. The Product Disclosure Statement (PDS) made available at each renewal

The purpose of these Scheme Rules is to set out the administrative mechanisms by which the Scheme is administered so as to put the purpose and intent of the Trust Deed into effect.

3. 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.

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

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

“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. Please refer to your PDS for dates. 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 Cover” means the insurance cover which is purchased by the Trustee for the Discretionary Trust Arrangement and its Members.

“Insurance Policy” means the document issued by an 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 Discretionary Trust Arrangement and its Members.

“Insurer” means the insurer providing the Insurance Cover.

“JGS” means JLT Group Services Pty Limited.

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

“Promoter” means the party responsible for promoting the Scheme to Members and Potential Members.

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

“Scheme Cover” means the discretionary cover component of the Discretionary Trust 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 which applies to individual Claims under the Scheme.

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

“Trust Deed” means the deed between JGS and the Promoter 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.

Part 2 - Scheme Membership Offer

4. Offer of the Scheme Membership

An offer of membership of the Scheme may be made to any Potential Member.

5. Details of Offer

An offer of membership must include:

- 5.1. a disclosure that the Fund is not insurance or a contract of indemnity;
- 5.2. details of the Scheme Cover and Insurance Cover offered by the Scheme to the Potential Member;
- 5.3. a copy of these Scheme Rules; and
- 5.4. advice as to the contribution payable for the Fund Period of Scheme membership.

6. Acceptance of Offer

A Potential Member becomes a Member when the Potential Member pays the Membership Contributions.

This must be completed within 30 days of the date of the offer (or such longer period as is determined by the Trustee) failing which, unless otherwise determined by the Trustee, the offer of membership lapses

7. Subsequent Fund Periods

The Trustee must determine in respect of each Member and advise the Member and the Promoter (by means of a PDS or supplementary PDS) at least 14 days prior to renewal:

- 7.1. whether that Member will be offered renewed membership of the Scheme for the next Fund Period; and
- 7.2. if so, the terms of Scheme Cover and to the extent possible, the Membership Contribution payable by that Member in respect of that Fund Period.

8. Manner of Renewal

A Member who wishes to accept an offer of renewed membership of the Scheme for the next Fund Period must pay the Membership Contribution for that Fund Period within 30 days of the offer. If not, unless otherwise determined by the Trustee, the offer of renewed membership lapses.

9. General Membership Obligations

- 9.1. By its acceptance of any offer of membership (or renewed membership) a Member agrees that, at all times while they remain a Member of the Scheme:
 - 9.1.1. subject to rule 9.3, these Scheme Rules as amended from time to time constitute a contract between the Trustee and the Member;
 - 9.1.2. they will be bound by the Scheme Rules and perform the obligations of a Member under the same accordingly;
 - 9.1.3. they will make available to the Trustee all information and data which is reasonably required in order to determine the claims and risk management experience of the Member for the purpose of assessing Membership Contributions;
 - 9.1.4. the Trustee shall be permitted (but not obligated) to carry out a risk management audit or otherwise inspect the Member's property and operations with one week's notice; and
 - 9.1.5. the Trustee may examine and audit the Member's books and records with one week's notice (but only so far as they relate to membership of the Scheme or risks covered by the Scheme).
- 9.2. For avoidance of doubt, the contract mentioned in clause 9.1.1 is a contract between a Member and the Trustee only and that contract does not create, as between any Member and any other Member or Potential Members, any joint rights or obligations or any mutual rights or duties.
- 9.3. To the extent, if any, to which a provision of these Scheme Rules :
 - 9.3.1. is in any way contrary to rule 9.2; or
 - 9.3.2. Implies that the Trustee is constituted a joint or mutual agent for Members or any of themthat provision is, to that extent, inoperative and does not form part of the legal relationship between a Member and the Trustee.

10. Scheme Does Not Warrant Scheme Levels

Each Member acknowledges that neither the Trustee's rights to make inspections nor the making thereof nor any report subsequently produced constitutes an agreement or the assumption of an obligation, on behalf of or for the benefit of the Member or others, to determine or warrant that such property or operations are safe.

Part 3 - Commencement of cover and closure of accounts for Fund Periods

11. Fund Period

The Fund Period is specified in the Definitions section of the PDS.

12. Subsequent Fund Periods

Subsequent Fund Periods are advised to Members in a PDS issued at each anniversary.

13. Commencement of Cover

In respect of any Fund Period, cover for any Claim under the Scheme Cover commences:

- 13.1. upon payment of the Potential Member's contribution for that Fund Period; or
- 13.2. at the Trustee's absolute discretion, at the start of the Fund Period.

14. Closure of Accounts for Fund Period

The Trustee must determine when the accounts for a Fund Period will be closed and the final results for the Fund Period determined and declared.

15. Use of Surplus Funds

Upon the closing of each Fund Year any surplus remaining in the Fund for that Fund Year shall be allocated for the benefit of the majority of the current and/or prior year's Members of the Fund, at the discretion of the Trustee. This could be applied in the following ways:

- 15.1. as a rebate on contributions for subsequent years; or
- 15.2. for expenditure on administrative or operational issues relevant to the Fund; or
- 15.3. on issues which are relevant to Members and/or Member's businesses or which advance the purposes of the Fund generally.

Part 4 – Membership Contributions

16. Relevant Factors in Determination

The Membership Contributions determined for any Member and/or Potential Member in respect of any Fund Period will be determined having regard to such matters as the Trustee considers relevant to the Member's and/or Potential Member's level of risk including, without limitation:

- 16.1. the location, nature and scale of the Member's and/or Potential Member's activities (including changes from time to time in those activities).
- 16.2. the Member's and/or Potential Member's Claims history (both during and prior to its membership of the Scheme);
- 16.3. any other matters relating to any aspect of the Member's and/or Potential Member's business which create increased or reduced risks of Claims; and
- 16.4. matters relevant to the Member's and/or Potential Member's risk management practices which are known to the Trustee.

17. Time for Payment

All Membership Contributions (including any additional contribution mentioned in Part 7 of the Scheme Rules (Member's Default and Cancellation of Membership)) must be paid within 30 days of the date of the offer to the Members and/or Potential Members.

Part 5 - Loss Protection

18. Coverage

The Trustee is obliged to consider all Claims referred, whether or not the event would be covered under the Insurance Cover. If the Trustee's discretion is applied in favour of the Claimant, the Trustee will pay for expenses claimed up to the Scheme Cover Any One Event Limit, subject at all times to the Scheme Cover Aggregate Limit. Any expenses claimed which are greater than the Scheme Cover Aggregate Limit will be referred to the Insurer. Claims against the Insurer are subject to the Insurance Policy terms and conditions.

19. Change to Scope of Protection

- 19.1. The Trustee may from Fund Period to Fund Period alter, add to, reduce or otherwise vary the scope of protection under the Scheme Cover and Insurance Cover.
- 19.2. Where the Trustee makes a change mentioned in rule 19.1, it must include a copy of the supplementary PDS or details of the change with every offer of renewed membership for the Fund Period in which the change takes effect.

20. Recourse to Scheme Assets Only

For the payment of any Claim against the Scheme Cover or the performance of any obligation of the Scheme hereunder, resort may be had solely to the Fund and any other assets and property of the Scheme and no Claim may be made or enforced by a Member against:

- 20.1. JGS in any capacity other than as trustee of the Scheme;
- 20.2. the Promoter; or
- 20.3. any other Member

21. Payment of Claims

The amount of any Claim settlement approved by the Trustee during a Fund Period in respect of Claims made during the Fund Period will be met, subject to the Individual Member's Deductible (and subject always to the discretion of the Trustee):

- 21.1. to the extent that the amount does not exceed the amount payable from Scheme Cover, from the Fund;
- 21.2. to the extent that the amount exceeds the amount of the Scheme Cover:
 - 21.2.1. to the limit of the Scheme Cover, from the Fund; and
 - 21.2.2. thereafter from the Insurance Cover, to the extent of that cover
- 21.3. to the extent that the amount exceeds the amount of the Scheme Cover and the Insurance Cover:
 - 21.3.1. to the limit of the Scheme Cover, from the Fund; and
 - 21.3.2. to the limit of the Insurance Cover, to the extent of that cover; and
 - 21.3.3. the balance shall be payable by the Claimant.

22. Reimbursable Deductible

If the Fund pays any Individual Member's Deductible, the Member must reimburse the Fund within 14 days of written notice from the Trustee.

Part 6 - Claims Procedures and Scheme Membership

23. To Make a Claim on the Scheme Cover

Details of how to make a claim are set out in Section 1 of the PDS.

When a Claimant calls, the claims manager will,

1. Advise if a Claim form is required;
2. Provide instructions to proceed or appoint an assessor, if required;
3. Advise of any additional information requirements or instructions;.
4. Refer the Claim to the broker if it relates to any conventional insurance placements.

24. Notice of Claims

A Member must give notice in writing as soon as possible to the Trustee:

- 24.1. of any occurrence, circumstance, Claim, or inquest, or knowledge of any occurrence or circumstance which may subsequently give rise to a Claim covered by the Scheme Cover, irrespective of the amount of such Claim; and
- 24.2. of any change materially varying any of the facts or circumstances existing at the commencement of cover by the Scheme Cover that shall come to the knowledge of the Member.

Such notice shall be given by the entity whose knowledge shall be deemed to include the knowledge of any person whose knowledge would in law be that of the Member.

25. Information to be Provided

A Member must provide to the Trustee and/or its representatives or other agent appointed by the Trustee with respect to a Claim or potential Claim all reasonable information requested by such party in the manner and format requested by such party.

26. Corporations Act/Privacy Act Notice

Due to the provisions of the Corporations Act (Cth) 2001 and/ or the Privacy Act (Cth) 1988, the Trustee has included a statement within the Acceptance Form whereby the Member acknowledges the Trustee's practice of declaring detailed Claims data of all the current Members of the Fund in its regular financial reports issued to all Members.

27. Grant or Refusal of Indemnity

The Trustee and/or its representatives must advise the Claimant as soon as practicable after receipt of a Claim as to whether the Trustee will accept the Claim.

28. Claim May be Refused

Without limiting the discretion of the Trustee, it will not cover the Claimant against any Claim (and may withdraw cover previously granted from the commencement of the Fund Period) where:

- 28.1. the Member has:
 - 28.1.1. breached or failed to comply with any condition or obligation in these Scheme Rules; or
 - 28.1.2. committed any other act or omission which entitles the Trustee to cancel the membership of the Member under rule 38; and
- 28.2. the Scheme is prejudiced by that breach, failure, act or omission.

29. Subrogation

The Member agrees that in the event of payment of any Claim under the Scheme Cover, the Trustee will be subrogated to the extent of such payment to all the rights of the Member against any person or other entity legally responsible for the Claim, and in such event, the Member must render to the Trustee or other agent appointed by the Trustee, all assistance, other than pecuniary, as is reasonably necessary to effect recovery.

30. Settlement of Claims

- 30.1. The Member must promptly take, at its own expense, all reasonable steps to prevent other Claims from arising out of the same or similar conditions or circumstances which have given rise to a Claim, but such expense shall not be recoverable from the Scheme.
- 30.2. The Member must use its best endeavours to preserve any damaged or defective property which might prove necessary or useful by way of evidence in connection with any Claim and, except where some other course is required by rule 30.1 but only to the extent reasonably practicable, the Member must not make an alteration or repair to any premises, machinery, fittings, appliances or plant without the consent of the Trustee and/or its representatives until the Trustee has had an opportunity of inspection.

The Trustee has full discretion in the conduct of any proceedings in connection with any Claim.

31. Member's Litigation Responsibilities

In connection with any litigation conducted by the Trustee in the name of the Member, or any action taken by the Trustee in exercise of the Trustee's rights of subrogation:

- 31.1. if a personal appearance by a director, partner, employee, officer or agent of the Member is necessary at any conference, in any Court or elsewhere, the expense of such appearance (not including legal fees) must be paid by the Member; and
- 31.2. the Member must fully co-operate by supplying any information and assistance requested by the Trustee or an agent appointed by the Trustee with respect to the litigation or Claim.

32. Relinquish Control

The Trustee may at any time pay to the Claimant an amount not exceeding the Scheme Cover Any One Event and/or the Scheme Cover Aggregate Limit and shall then be under no further liability in connection with such Claim. A Claimant may lodge more than one Claim arising from any one event or cause. A Claimant is entitled to submit invoices or receipts in respect of the Claim and the Trustee shall consider the Claim provided that the total amount of such receipts or invoices does not exceed the Scheme Cover Any One Event and/or the Scheme Cover Aggregate Limit.

33. Reasonable Care

A Member must as far as reasonably practicable:

- 33.1. exercise reasonable care that only competent employees are employed and take reasonable measures to maintain all premises, fittings and plant in safe and sound condition; and
- 33.2. take all reasonable precautions to:

- 33.2.1. prevent economic or financial loss from occurring in the course of carrying on a Member's business; and
- 33.2.2. comply with all statutory obligations, by laws or regulations imposed by any public authority for the safety of persons or property.
- 33.2.3. If a Member has employees, servants or agents, the Member must ensure that regular and routine training is provided to such employees, servants or agents to ensure they have appropriate knowledge of statutory obligations and risk management practices.

34. Contribution

When a loss paid under the Schedule is also recoverable under an insurance policy and the Scheme has paid more than its rateable share, the Trustee reserves its rights to seek contribution from the other party or insurer.

Part 7 – Member's withdrawal, default and cancellation of membership

35. Withdrawal

A Member may withdraw from membership of the Scheme at any time by giving 30 days' notice in writing to the Trustee.

36. Effect of Withdrawal

Unless otherwise determined by the Trustee, withdrawal by a Member does not:

- 36.1. vary or waive the obligations of the withdrawing Member to comply with the provisions of the Scheme Rules; or
- 36.2. affect the withdrawing Member's current or subsequent obligation to make further Membership Contributions for any Fund Period whilst the Member was a Member of the Scheme.

37. Notice to Show Cause why Membership Should Not be Cancelled

In the event that any Member (in these Scheme Rules referred to as "the Defaulting Member"):

- 37.1. fails to comply with the reasonable directions of the Trustee as to the conduct of its operations so as to minimise risks;
- 37.2. fails to:
 - 37.2.1. make available to the Trustee all information and data which it reasonably requires in order to assess Membership Contributions;
 - 37.2.2. permit the Trustee to carry out a risk management audit or otherwise inspect the Member's property and operations; or
 - 37.2.3. permit the Trustee to examine and audit the Member's books and records (but only so far as they relate to membership of the Scheme or risks covered by the Scheme Cover;
- 37.3. fails to pay Membership Contributions due to the Scheme within 30 days of the offer; or
- 37.4. commits any other breach of the Scheme Rules which is not remedied within the time specified in a notice to the Member in that regard;

The Trustee may by notice in writing to the Defaulting Member require that Member to show cause within 14 days why its membership of the Scheme should not be cancelled.

38. Cancellation of Membership

The Trustee, after consulting with The Promoter, may cancel the membership of any Member by giving the Member written notice to that effect, where the Member:

- 38.1. fails to comply with the duty to the Trustee at clause 9.1.3,
- 38.2. has made a misrepresentation to the Trustee during negotiations for and before the commencement date of its membership (or subsequent renewal);
- 38.3. had made a fraudulent Claim to the Scheme or under any concurrent policy of insurance; or
- 38.4. fails to show sufficient cause to the contrary in response to a notice under rule 37.

39. Effective Date of Cancellation

A notice of cancellation takes effect at:

- 39.1. the time when a Policy of Insurance between the Member and an insurer, being a Policy of Insurance that is intended by the Member to replace its cover under the Scheme, is entered into; or
- 39.2. 4pm on the 30th business day after the day on which notice was given to the Member (or such later time as is specified in the notice)

whichever first occurs.

40. Effect of Cancellation

From the date a notice of cancellation takes effect the Defaulting Member shall have no right to claim against the Scheme Cover.

Such cancellation does not however affect any entitlement to cover for any Claim already covered by the Trustee nor does it have the effect of varying or waiving the obligations of the Defaulting Member to comply with the provisions of the Scheme Rules in respect of any Fund Period during which the Defaulting Member was a Member of the Scheme.

41. Additional Membership Contribution to Cover Cost of Default

In the event that a Member is in default in payment of a Membership contribution or is responsible in any other way for the Fund suffering any financial loss or incurring any additional expense, the Trustee may, as an alternative to cancellation, require the Defaulting Member to pay to the Fund an additional contribution in an amount to be determined by the Trustee to reimburse the Fund for the loss or additional expense.

42. Additional Membership Contribution for Additional Risks

In the event that a Member fails to comply with a reasonable direction of the Trustee and, in doing so, in the opinion of the Trustee (acting at all times reasonably), exposes the Scheme to an increased, additional or readily avoidable risk, the Trustee may, as an alternative to cancellation:

- 42.1. require the Member to pay an additional contribution to cover that risk;
- 42.2. exclude that risk from the Scheme Cover and the Insurance Cover applicable to that Member or Members associated with that Member; or
- 42.3. otherwise do whatever it considers necessary to limit the exposure of the Scheme and the Insurer to such risk.

43. Set off Against Monies Due to a Member

In the event that a Member is otherwise entitled to a refund of Membership Contributions made to the Fund, any amount due to a Defaulting Member will be set off against:

- 43.1. any Membership Contributions or other monies due but unpaid by the Defaulting Member to the Scheme; and
- 43.2. any loss or expense incurred by the Scheme by through or in connection with the default by that Defaulting Member or Members associated with that Member.

44. Dissolution

JGS may dissolve the Scheme if it forms a view that the Scheme can no longer be viably operated. Upon dissolution, any balance remaining after payment of all liabilities of the Scheme must be transferred to a fund, authority or institution that comply as an appropriate charity or benevolent institution under the Income Tax Assessment Act 1997.

Proprietary Nature of Proposal

These Scheme Rules are prepared for the sole and exclusive use of the party or organisation to which they are addressed. Therefore, this document is considered proprietary to Marsh and may not be made available to anyone other than the addressee or person within the addressee's organisation who are designated to evaluate or implement the proposal. Marsh Scheme Rules may be made available to other persons or organisations only with written permission of Marsh.

© Copyright 2020

All rights reserved. No part of this document may be reproduced or transmitted in any form by any means, electronic or mechanical, including photocopying and recording, or by an information storage or retrieval system, except as may be permitted, in writing, by Marsh.

The value we create is driven through the personal determination of our highly motivated and skilled people



About Marsh: [Marsh](#) is the world's leading insurance broker and risk advisor. With around 40,000 colleagues operating in more than 130 countries, Marsh serves commercial and individual clients with data-driven risk solutions and advisory services. Marsh is a business of [Marsh McLennan](#) (NYSE: MMC), the world's leading professional services firm in the areas of risk, strategy and people. With annual revenue over \$17 billion, Marsh McLennan helps clients navigate an increasingly dynamic and complex environment through four market-leading businesses: [Marsh](#), [Guy Carpenter](#), [Mercer](#) and [Oliver Wyman](#). For more information, visit [mmc.com](#), follow us on [LinkedIn](#) and [Twitter](#) or subscribe to [BRINK](#).

Disclaimer: The information contained in this report is confidential, may be privileged, and is intended for the use of the individual or entity named. If you, the reader of this report, are not the intended recipient, the agent, or employee responsible for delivering this report to the intended recipient, you are expressly prohibited from copying, disseminating, distributing or in any other way using any of the information in this report.

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.

© Copyright 2021 Marsh Pty Ltd. All rights reserved.

JLT Group Services Pty Ltd

ABN 26 004 485 214 AFS Licence 417964

One International Towers Sydney

100 Barangaroo Avenue

SYDNEY NSW 2000

Telephone: 02 9290 8000

Facsimile 02 9299 7280

Preparation Date 2 December 2020

JLT Group Services Pty Ltd is a business of the Marsh & McLennan Companies (MMC) and is the Trustee of the Scheme.