

Product Disclosure Statement

The JLT (WA Construction Industry) Discretionary
Trust Arrangement

Distinctive. Choice.



JLT GROUP SERVICES PTY LTD

Distinctive Choice

JLT is an international group of Risk Specialists and Employee Benefits Consultants and one of the largest companies of its type in the world. We offer a distinctive choice to our clients and partners through our combination of independence, scale and specialism.

As an independent business, we are able to operate with autonomy and flexibility. We have the scale to provide solutions to the complex demands of the world's leading companies and to deliver global servicing whilst recognizing that the needs of each of our clients are unique. By developing highly specialised services, we provide our clients with a depth of expertise and experience.

The value we create is driven through the personal determination of our 5,000 highly motivated and skilled people.

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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:

“Affiliate” means – any person defined as a Participating Employer Member, Participating Employee Member or Additional Participating Member admitted to the Scheme from time to time pursuant to clause 25 of the Trust Deed;

“Additional Participating Member” means any natural person who at any relevant time satisfies the requirements of each of paragraphs (i), (ii) and (iii) of this definition by:

- (i) provision of his/her labour to or for:
 - (a) a participating Employer in any work or activity in Western Australia that requires the labour that, if provided by an employee of that Participating Employer, would be within the coverage of any Commonwealth or State Building Trades Award;
 - (b) a participating Organisation; or
 - (c) WA Construction Industry Redundancy Fund Ltd;
- (ii) being identified in the most current Additional Participating Member Notice last delivered to the Promoter by a Participating Organisation; and
- (iii) not otherwise being a Participating Employee Member.

“Additional Participating Member Notice” means a written notice or list identifying those natural persons who, from the time of service of that notice upon the Trustee, will be entitled to the same rights and benefits as those to which a Participating Employee Member is entitled under the provisions of this Deed (which notice may, but need not, identify persons who are also Participating Employee Members).

“APRA” means the Australian Prudential Regulation Authority

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

“Broker” means Jardine Lloyd Thompson Pty Ltd (JLT)

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

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

“Contribution Agreement” means an agreement between a Participating Employer and the Trustee (as per the Contribution Agreement Form) providing for the Participating Employer to be an Affiliate of the Scheme and includes any amendment(s) made on a Contribution Return;

“Contribution Agreement and Acceptance Form” means the form (as per the sample provided in Section 5 of this PDS) which must be completed and returned to the Promoter in order for a Potential Member to become a Member.

“Contribution Return” means each Contribution Return required by a Contribution Agreement to be lodged by a Participating Employer Member with the Promoter (as collection agent of contributions for the Trustee);

“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 (Cth) 2001.

“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 31st August 2009 to 31st August 2010.**

“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 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 QBE Insurance (Australia) Limited

“JDT Arrangement” means the JLT (WA Construction Industry) Discretionary Trust Arrangement.

“JGS” means JLT Group Services Pty Limited

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

“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 Contribution Agreement and Acceptance Form.

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

“Participating Employee” means, in relation to a Participating Employer Member, any natural person who provides his/her labour to or for that Participating Employer Member:

- (i) pursuant to an Industrial Agreement; or
- (ii) pursuant to any other contract, agreement or arrangement; and who has been nominated by the Participating Employer Member as a person for whom Mutual Benefit Fund Contributions will be made by that Participating Employer Member into the Scheme.

“Participating Employee Member” means any Participating Employee for whom a Participating Employer has a current obligation to pay or pays a current Mutual Benefit Fund Contribution into the Scheme.

“Participating Employer” means any person or entity that is engaged in any work or activity in Western Australia that requires the labour of another natural person whose work or activity, if an employee of that Participating Employer, would be within the coverage of any Commonwealth or State Building Trades Award.

“Participating Employer Member” means:

- (i) any Participating Employer who has a current obligation to pay or pays a current Mutual Benefit Fund Contribution into the Scheme;
- (ii) a Participating Organisation; or
- (iii) WA Construction Industry Redundancy Fund Ltd.

“Participating Organisation” means any industrial association, organisation or union, representing Participating Employees or Participating Employers, which the Promoter accepts, in writing, as a participant in the WA Construction Industry Mutual Benefit Fund.

“Period of Cover” means the period shown on the Contribution Agreement and Acceptance Form which reflects the period during which a Member is covered

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

“Promoter” means WA Construction Industry Redundancy Fund Ltd

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

“Scheme Cover” means the discretionary part 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 \$10,000 (Emergency Transport cover only) 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 complete the Contribution Agreement and Acceptance Form and return it to the Broker at the address shown on the Contribution Agreement and Acceptance Form.

The Contribution Agreement Form in this PDS is a sample only. The individual Contribution Agreement Form will be sent separately.

Should the Member decide that the JDT Arrangement does not suit their needs, they have fourteen (14) days from the date of payment to cancel their cover and receive a full refund of their Membership Contributions.

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

Jardine Lloyd Thompson Pty Ltd, ("the Broker")
6th Floor, 256 St Georges Tce
Perth WA 6000

Telephone: (08) 9426 0444
Facsimile: (08) 9426 0999

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

The details of the Promoter of this JDT Arrangement are:

W A Construction Industry Redundancy Fund Limited ("WACIRF")
ABN 98 009 404 273
Unit 2, 1st Floor, 44 Parliament Place , West Perth WA 6872
PO Box 432, West Perth WA 6872
Telephone: (08) 9481 0259
Fax: (08) 9321 1441

The Promoter is also an Authorised Representative (Rep. No. 332248) of the Broker and authorised to assist in performing certain services including distribution of this PDS.

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
16 Hutt Street, Adelaide SA 5000
Phone: +61 (0)8 8235 6477
Fax: +61 (0)8 8235 6489.

The Trustee is a wholly owned subsidiary of the Broker and is also an Authorised Representative of the Broker and is authorised 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.

The JLT (WA Construction Industry) Discretionary Trust Arrangement

PDS Section 1 – Member Information

What is the JLT (WA Construction Industry) 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 element of the 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 funeral costs, events occurring whilst on the usual journey between home and work (excluding workers compensation claims) and incidents occurring whilst Members are travelling. There is also cover provided for **Emergency Transport, however, applies under the Scheme Cover component of the JDT Arrangement only, not under the Insurance Cover.**

A Potential Member can become a Member of the JDT Arrangement by signing the individual Contribution Agreement and Acceptance Form provided separately and returning it to the Broker together with payment of the Membership Contributions shown on the Contribution Agreement and Acceptance Form and Tax Invoice within 30 days of receipt of this PDS and individual Contribution Agreement and Acceptance Form, whichever is later. The Broker will forward the Contribution Agreement and Acceptance Form and Membership Contribution to the Trustee.

Note: A Potential Member does not become a Member until the Trustee has received the signed Contribution Agreement and Acceptance Form and 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 of the Fund 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 individual Contribution Agreement and Acceptance Form. 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 or 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) whether they will pay the claim.

Note: If you become a Member, you will be subject to the Rules at Section 3 of this PDS.

The JDT Arrangement is not authorised under nor subject to the Insurance Act 1973 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 will determine and advise the Promoter in writing not later than 10 days prior to the end of the Fund Period whether Members will be offered renewed Membership for the next Fund Period and if so, the Membership Contribution payable.

The Trustee can dissolve the Trust after the Fund Period expires. Upon dissolution of the Trust, any Fund balance remaining after payment of all liabilities of the Trust must be paid to the Australian Red Cross Society Western Australian Division) or in the event that this Charity ceases to operate another charity at the Trustee's discretion.

Individual Member's Deductible

On any Claim accepted by the Trustee, the Member will have to bear the following \$ excess, or period of time from the date of first 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:

Death Benefits (Incurred Funeral Expenses) – Nil

Journey Personal Accident - Nil

Leisure Travel – Weekly Benefits: 14 day excluded period of claim

Leisure Travel - \$100 each and every claim/date of incident. All indemnifiable liability attributable to one source or original cause shall be deemed one Occurrence for the purpose of the application of this deductible.

Emergency Transport - Nil

Scheme Cover

For any loss above the Individual Member's Deductible, a Claim can be notified to the Trustee.

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.

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

Insurance Cover

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

- 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
- covered by the Insurance Policy terms and conditions.

Details of the Insurance Cover including the Insurance Cover limits are at Section 2 of this PDS. A copy of the Insurance Policy can be viewed on the Internet at www.jlta.com.au/jdt/wacrif or available on request from the 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 14 days notice in writing to the Trustee. Cancellation does not entitle the Member to a refund of Membership Contribution paid in respect of the Scheme Cover, but they are entitled to a refund of the Membership Contribution paid in respect of the unexpired portion of the Insurance Cover.

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 <http://www.jlta.com.au/jdt/wacrif>, or by contacting either Echelon, the Promoter or the Broker.

A Claim or potential Claim must be notified by the Claimant as soon as possible but at the latest within the four (4) month period after the expiry of the Fund Period (i.e. 31st December 2010), otherwise it cannot be considered by the Trustee. Claims notified after 31st December 2010 will automatically be referred to the Insurer by Echelon for consideration.

The 4 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

- **Claims Management and Risk Management Services:** Echelon Australia Pty Limited, ABN 96 085 720 056 (a wholly owned subsidiary of Jardine Lloyd Thompson Australia Pty Limited)
Telephone (08) 8235 6415: Fax (08) 8235 6448
- **Broking Services:** Jardine Lloyd Thompson Pty Limited, ABN 69 009 098 864 AFSL 226827 Telephone: (08) 9426 0444 (08) 9426 0999
- **Actuary:** Cumpston Sarjeant Pty Ltd, Level 13, 160 Queen St Melbourne VIC 3000
- **Auditor:** PKF Chartered Accountants & Business Advisers, Level 2, 139 Frome Street, Adelaide SA 5000
- **Taxation Agent:** PKF Chartered Accountants & Business Advisers, Level 2, 139 Frome Street, Adelaide SA 5000
- **Bank:** National Australia Bank
- **Legal Advisers:** Thompson Playford Cutler, Solicitors, 19 Gouger St Adelaide SA 5000
- **Contribution Collection Agent:** WA Construction Industry Redundancy Fund Ltd, Unit 2, 1st Floor, 44 Parliament Place, West Perth WA 6872. Telephone (089) 481 0259

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 Broker or the Promoter (to be immediately forwarded to the Trustee or the Broker) in the first instance. Alternatively, they can refer it to the Broker's Complaints Manager. The 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 and free assistance to the complainant:-

- The Financial Ombudsman Service (FOS) Limited (Ph: 1300 78 08 08)

They will refer the matter to the JLT Complaints Manager for further investigation.

Privacy

The Broker and the Trustee are committed to protecting Member's privacy and are bound by the National Privacy Principles for the handling of information.

The Broker's Privacy Policy can be viewed on the Internet at www.jlta.com.au or available on request from the 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 "Information about the Service Providers" above.

The JLT (WA Construction Industry) Discretionary Trust Arrangement

PDS Section 2 – Insurance Cover Information

Below is a summary of the Insurance Cover purchased by the Trustee for the JDT Arrangement and its Members. The summary does not fully represent all covers, limitations, exclusions or conditions. For all such terms and conditions, refer to the Insurance Policy available at www.jlta.com.au/jdt/wacirf or on request from the Broker. If there is any ambiguity between this information and the Insurance Policy, the Insurance Policy prevails.

The Insurance Cover provides cover for a Claim which is

- in excess of the Individual Member's Deductible and the Scheme Cover; and
- 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 Broker whose details are given in Section 1 of this PDS under General Information.-

Summary

Insured

The (WA Construction Industry) Discretionary Trust and its Members are the Insured. 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 (also referred to throughout this Section 2 as We/Us)

QBE Insurance (Australia) Limited
200 St George's Terrace, Perth, WA, 6000
ABN 78 003 191 035
AFS Licence No. 239545

Period of Insurance

From: 31st August 2009 at 4 pm Local Standard Time
To: 31st August 2010 at 4 pm Local Standard Time

Classes of Insurance

1. Death Benefits (Incurred Funeral Expenses)
2. Journey Personal Accident
3. Leisure Travel

Limit of Liability

Insured Aggregate Liability is limited to \$10,000,000 in the Annual Aggregate for all claims arising during the period of insurance in respect of any and all the following policies: Death Benefits (Incurred Funeral Expenses), Journey Personal Accident and Leisure Travel

Cost of the Insurance Cover

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

1. Death Benefits (Incurred Funeral Expenses)

Insured Person(s)

All participating employee members of The JLT (WA Construction Industry) Discretionary Trust (JDT), including Spouse and/or Dependant Children.

Scope of Cover

Funeral benefits payable as a result of death (as a result of injury or illness, excluding suicide).

Geographical Scope

Worldwide

Policy Wording

QBE Insurance (Australia) Limited Death Benefits Policy (Incurred Funeral Expenses) – (Death Benefits Policy Wording ((8-09) and JLT Discretionary Trust Arrangement Clauses.

Insurance Cover Limits

Any one member	\$10,000
Any one spouse or dependant child	\$ 7,500

Deductible/Excess

In the event that either the Scheme Cover Any One Event Limit is reached or the Scheme Cover Aggregate Limit is eroded, this Policy shall be liable for all losses, subject to the Policy Limits, Conditions and Exclusions. Losses in excess of the Scheme Cover Aggregate Limit are subject to the Individual Member's Deductible. No further deductible or excess shall be applied.

Important Notes about this Policy

Insurance Policy Conditions

In the Insurance Policy the Insurer sets out important information, including information about making a claim. These are the general obligations which apply under the Insurance Policy before the Insurer will pay any Claim.

Insurance Cover Limitations and Exclusions

The Insurer has limited the cover as noted in the Insurance Cover Limits above.

To ascertain all of the limitations and exclusions and those which are important to Members, they should refer to the Policy and read it carefully. If any queries arise, contact the Broker for advice.

Things that are Not Covered

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1 or 2 above.

We will not pay for any claim under any section of the policy if the claim arises directly or indirectly out of any of the following:

1. Intentional self injury or suicide or any attempt at suicide
2. Flying or other aerial activity unless as a passenger in a properly licensed aircraft
3. The insured person's criminal or illegal act
4. Alcoholism or drug addiction
5. Participating in or training for any professional sport
6. Being under the influence of intoxicating liquor. (We will regard having a blood alcohol reading in excess of the area's legal driving limit as being under the influence of intoxicating liquor.)
7. Being under the influence of drugs unless a registered medical practitioner has prescribed them

We will not pay for any claim under this policy if

The insured person is over 70 years of age.

PDS Section 2 – Insurance Cover Information

2. Journey Personal Accident

Insured Person(s)

All participating employee members of the JLT (WA Construction Industry) Discretionary Trust (JDT)

Scope of Cover

Western Australian Members:

The cover afforded by this Policy shall apply to injury whilst the Insured Person is travelling directly between their place of residence and their place of employment as described in the 'Workers Compensation and Injury Management Act 1981' (WA).

Northern Territory Members:

The cover afforded by this Policy shall apply to injury whilst the Insured Person is travelling directly between their place of residence and their place of employment as described in the 'Workers Rehabilitation and Compensation Act' (NT) not otherwise covered by Worker's Compensation, Third Party Bodily Injury or any other Insurance.

Geographical Scope

Anywhere in Australia

Policy Wording

QBE Insurance (Australia) Limited Journey Personal Accident Policy (Journey Personal Accident Wording (8-09) and JLT Discretionary Trust Arrangement Clauses.

Insurance Cover Limits

Death and Capital Sum Insured	Up to \$100,000 each insured person, as per the Compensation Table
Weekly benefit (Maximum 104 weeks)	Up to 100% of Pre-Disability Earnings to a maximum \$1,000 per week

Refer to Page 11 (below) for Compensation Table

Compensation Table

Injury Resulting in: Payable condition		% of capital sum insured
1.	Death	100%
2.	Permanent Total Disablement	100%
3.	Permanent Disability not otherwise provided will be paid at a percentage determined by us as consistent with the compensation provide in this table	
4.	Permanent paraplegia	100%
5.	Permanent quadriplegia	100%
6.	Permanent unsound mind to the extent of legal incapacity	100%
7.	Permanent and incurable paralysis of all limbs	100%
8.	Permanent total loss of the entire sight in one or both eyes	100%
9.	Permanent total loss of hearing in both ears	100%
10.	Permanent total loss of the use of both hands	100%
11.	Permanent total loss of the use of both arms	100%
12.	Permanent total loss of the use of both feet	100%
13.	Permanent total loss of the use of both legs	100%
14.	Permanent total loss of the use of one hand and one foot	100%
15.	Permanent total loss of the use of one hand and one arm	100%
16.	Permanent total loss of the lens of one eye	60%
17.	Permanent total loss of the hearing in one ear	50%
18.	Permanent total loss of the use of one foot or one leg	50%
19.	Permanent total loss of the use of four fingers and thumb of either hand	75%
20.	Permanent total loss of the use of four fingers of either hand	50%
21.	Permanent total loss of the use of one thumb, both joints	30%
22.	Permanent total loss of the use of one thumb, one joint	15%
23.	Permanent total loss of the use of a finger, three joints	10%
24.	Permanent total loss of the use of a finger, two joints	8%
25.	Permanent total loss of the use of a finger, one joint	5%
26.	Permanent total loss of the use of all the toes of one foot	15%
27.	Permanent total loss of the use of great toe – both joints	5%
28.	Permanent total loss of the use of great toe – one joint	3%
29.	Permanent total loss of the use of other toe (each toe)	1%
30.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%
31.	Fractured leg or patella with established non-union	10%
32.	Shortening of leg by at least 5cm	7.5%

Important Notes about the Insurance Cover

Disappearance Capital Benefit

If an insured person is travelling on a conveyance and

- their means of transportation disappears, sinks or is wrecked; and
- their body has not been found within one year

we will presume that they have died as a result of injury and will pay the death benefit accordingly.

If we have paid a disappearance capital benefit we will not pay for any other capital benefits as well.

If an insured person is later found to be alive then the amount we have paid is to be refunded.

Insurance Policy Conditions

In the Insurance Policy the Insurer sets out important information, including information about making a claim. These are the general obligations which apply under the Insurance Policy before the Insurer will pay any Claim.

Insurance Cover Limitations and Exclusions

The Insurer has limited the cover as noted in the Insurance Cover Limits above.

To ascertain all of the limitations and exclusions and those which are important to Members, they should refer to the Policy and read it carefully. If any queries arise, contact the Broker for advice.

Things that are not covered

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1 or 2 above.

We will not pay for any claim under any section of the policy if the claim arises directly or indirectly out of any of the following:

- Illness
- Any medical condition for which the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 6 months before the commencement date of their cover, unless the insured person was covered by a policy for Journey Cover for the 12 months prior to the inception date of this policy
- Intentional self injury or suicide or any attempt at suicide
- Flying or other aerial activity unless as a passenger in a properly licensed aircraft
- The insured person's criminal or illegal act provided this exclusion does not apply to incidents such as speeding or failure to stop and/or traffic offences
- Sexually Transmitted Disease (STD), Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) Infection
- Being under the influence of intoxicating liquor. (We will regard having a blood alcohol reading in excess of the area's legal driving limit as being under the influence of intoxicating liquor.)
- Being under the influence of drugs unless a registered medical practitioner has prescribed them
- Participating in or training for any professional sport
- Pregnancy, childbirth or miscarriage or any complications thereof

We will not pay any claim under this policy

If the insured person is over 70 years of age.

3. Leisure Travel

Insured Person(s)

All participating employee members of the JLT (WA Construction Industry) Discretionary Trust (JDT), including accompanying spouse and/or dependant children.

Scope of Cover

All leisure travel for a period not exceeding 120 days from the date of your departure to the date of your return, undertaken by the Insured, including accompanying Spouses and/or Dependent children, provided such travel commences from your normal place of residence or workplace located in Australia and involves a destination outside a radius of 100km and is of no less than 48 hours. Provided such travel excludes every day travel to and from work.

Geographical Scope

Worldwide

Policy Wording

QBE Insurance (Australia) Limited Leisure Travel Policy (Leisure Travel Policy Wording 8-09) and JLT Discretionary Trust Arrangement Clauses.

Insurance Cover Limits are all per Insured Person

Section A

Personal accident / Capital benefit	Up to \$50,000, as per the Compensation Table
Spouse Personal accident / Capital benefit	Up to \$20,000, as per the Compensation Table
Dependant child Personal accident / Capital benefit	Up to \$ 5,000, as per the Compensation Table
Additional Capital benefits – Broken bones	Up to \$ 3,000, as per the Compensation Table – Additional Capital Benefits (<i>refer below and page 14</i>)

Compensation Table

Injury Resulting in: Payable Condition		% of capital benefit limit
1.	Death	100%
2.	Permanent Total Disablement (Benefit is subject to a maximum of 10 times annual net taxable salary)	100%
3.	Permanent Disability not otherwise provided will be paid at a percentage determined by us as consistent with the compensation provide in this table, but not exceeding 75%	
4.	Permanent paraplegia	100%
5.	Permanent quadriplegia	100%
6.	Permanent unsound mind to the extent of legal incapacity	100%
7.	Permanent and incurable paralysis of all limbs	100%
8.	Permanent total loss of the entire sight in one or both eyes	100%
9.	Permanent total loss of hearing in both ears	100%
10.	Permanent total loss of the use of both hands	100%
11.	Permanent total loss of the use of both arms	100%
12.	Permanent total loss of the use of both feet	100%
13.	Permanent total loss of the use of both legs	100%
14.	Permanent total loss of the use of one hand and one foot	100%
15.	Permanent total loss of the use of one hand and one arm	100%
16.	Permanent total loss of the lens of one eye	50%
17.	Permanent total loss of the hearing in one ear	50%
18.	Permanent total loss of the use of one foot or one leg	50%
19.	Permanent total loss of the use of four fingers and thumb of either hand	75%
20.	Permanent total loss of the use of four fingers of either hand	40%
21.	Permanent total loss of the use of one thumb, both joints	30%
22.	Permanent total loss of the use of one thumb, one joint	15%
23.	Permanent total loss of the use of a finger, three joints	10%
24.	Permanent total loss of the use of a finger, two joints	8%
25.	Permanent total loss of the use of a finger, one joint	5%
26.	Permanent total loss of the use of all the toes of one foot	15%
27.	Permanent total loss of the use of great toe – both joints	5%
28.	Permanent total loss of the use of great toe – one joint	3%
29.	Permanent total loss of the use of other toe (each toe)	1%
30.	Third degree burns and/or resultant disfigurement which covers more than 40% of the entire body	50%

Compensation Table - Additional Capital Benefits

Injury resulting in the following broken bone		% of capital benefit limit
1.	Neck, skull or spine	100%
2.	Hip	75%
3.	Jaw, pelvis, leg, ankle or knee	50%
4.	Cheekbone or shoulder	30%
5.	Arm, elbow or wrist	10%
6.	Nose or collarbone	20%
7.	Foot or hand	5%
8.	Established non-union of any of the above breaks – an additional	5%

Section A does not cover

- Illness
- Suicide or attempted suicide
- Payable conditions occurring beyond 12 months of the date of injury

See also - **Important Notes about this Policy, Cover Limitations and Exclusions**

Section B

Weekly benefits – Injury

Net taxable salary up to \$1,000 per week for up to 3 months

(Excluded period of claim - 14 days)

Benefit is not applicable to accompanying spouse or dependent children.

Section B does not cover

- Any medical condition for which the Insured Person has required treatment of advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 30 days before each journey
- Illness
- Payable conditions occurring beyond 12 months of the date of injury
- The first 14 days after medical treatment by a registered medical practitioner was first sought (Excluded period of claim)
- See also - **Important Notes about this Policy, Cover Limitations and Exclusions**

Section F

Overseas Medical and Additional Expenses \$500,000

Section F does not cover

- When a journey is undertaken against medical advice
- When a journey is undertaken for the purpose of obtaining medical treatment
- Any medical condition for which you have required treatment of advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 30 days before each journey
- Payable conditions occurring beyond 12 months of the date of injury or illness

See also - **Important Notes about this Policy, Cover Limitations and Exclusions**

Section G

Emergency Travel Assistance \$200,000

Expenses must be incurred during the period of insurance and must be as a result of injury or illness which occurs **while on a journey outside Australia**.

Section G does not cover

When a journey is undertaken against medical advice

- When a journey is undertaken for the purpose of obtaining medical treatment
- Any medical condition for which you have required treatment of advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 30 days before each journey
- Payable conditions occurring beyond 12 months of the date of injury or illness

See also - **Important Notes about this Policy, Cover Limitations and Exclusions**

Section H

Baggage & Personal Effects	\$10,000 / Limited to \$5,000 any one item or set of items
Camera or video camera	\$10,000 any one item
Laptop Computer	\$ 4,000 any one item
Electronic Business Equipment	\$ 3,500 any one item
Mobile Telephone	\$ 1,500 any one item
Each other item	up to 50% of the limit shown in the policy schedule

(The aggregate limit of liability under Section H is \$25,000)

Section H does not cover

- Luggage that is left unattended unless stored inside a securely locked building or securely locked motor vehicle
- Luggage sent somewhere and not travelling with the insured person
- Sporting equipment while it is being used
- Furniture
- Brittle or fragile items except loss or damage caused by fire or by accident to the transport carrying them
- Money (refer to Section I for Money Cover)
- Precious unset or uncut gemstones
- Normal wear and tear
- Items intended to be sold or dealt with for trade
- Items stolen unless reported to the police or other authority and a written statement obtained

See also – **Important Notes about this Policy, Cover Limitations and Exclusions**

Section I

Money, Personal Travellers Cheques and Credit Cards	\$7,500
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Section I does not cover

- Cash unless carried by the insured person
- Loss of property from suitcases that have been left in accommodation rooms or motor vehicles or transported as checked baggage or forwarded as unaccompanied baggage
- Property stolen unless reported to police or other authority and a written statement obtained
- Confiscation by customs or other officials
- Losses due to devaluation in currency

See also – **Important Notes about this Policy, Cover Limitations and Exclusions**

Section J (as detailed in this section of the Policy Wording)

Personal liability - Aggregate limit of liability per occurrence \$2,000,000

Section J does not cover

- Bodily injury to any employee of yours arising out of or in the course of employment
- Bodily injury to the insured person or any member of the insured person's family
- Loss of or damage to property belonging to or in the control of the insured person
- Loss of or damage to property belonging to any member of the insured person's family
- Loss of or damage to property or bodily injury arising out of the insured person's business or trade, or out of professional advice given by you or the insured person
- Loss of or damage to property or bodily injury arising out of ownership, use or possession of any mechanically propelled vehicle, aircraft or waterborne craft
- Aggravated, exemplary or punitive damages or any fine or penalty

See also – **Important Notes about this Policy, Cover Limitations and Exclusions**

Section K

Hijacking	Pre-paid travel plus accommodation not used
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Section L

Cancellation costs / Loss of deposit and Additional Expenses	\$10,000 or as otherwise stated in the Policy Wording.
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Section L does not cover

- Disinclination to travel
- Travel plans made after a warning in the mass media of strike, riot or bad weather
- Travel plans made after an Australian Government travel advice or warning is reported in the mass media in relation to any of your intended destinations
- Any medical condition for which you have required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 30 days before arrangements for each journey have been made

See also - **Important Notes about this Policy, Cover Limitations and Exclusions**

Section M

Refund of excess following collision, damage or theft of hired vehicle \$2,500

Section M does not cover

- If the insured does not hold a valid driving licence
- If the insured person uses the vehicle illegally
- If the insured person is under the influence of intoxicating liquor. (We will regard a blood alcohol reading in excess of the area's legal limit as being under the influence of intoxicating liquor.)
- If the insured person is under the influence of drugs unless a registered medical practitioner has prescribed them
- If the vehicle is not rented from a licensed rental agency

See also - **Important Notes about this Policy, Cover Limitations and Exclusions**

Deductible/Excess

In the event that either the Scheme Cover Any One Event Limit is reached or the Scheme Cover Aggregate Limit is eroded, this Policy shall be liable for all losses, subject to the Policy Limits, Conditions and Exclusions. Losses in excess of the Scheme Cover Aggregate Limit are subject to the Individual Member's Deductible. No further deductible or excess shall be applied.

Important Notes about the Insurance Cover

Disappearance Capital Benefit

If an insured person is travelling on a conveyance and

- their means of transportation disappears, sinks or is wrecked; and
- their body has not been found within one year

we will presume that they have died as a result of injury and will pay the death benefit accordingly.

If we have paid a disappearance capital benefit we will not pay for any other capital benefits as well.

If the insured person is later found to be alive then the amount we have paid is to be refunded.

Insurance Policy Conditions

In the Insurance Policy the Insurer sets out important information, including information about making a claim. These are the general obligations which apply under the Insurance Policy before the Insurer will pay any Claim.

Insurance Cover Limitations and Exclusions

The Insurer has limited the cover as noted in the Insurance Cover Limits above.

To ascertain all of the limitations and exclusions and those which are important to Members, they should refer to the Policy and read it carefully. If any queries arise, contact the Broker for advice.

Things that are not covered

This Policy excludes loss, damage, destruction, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
2. Radioactivity or the use, existence or escape of any nuclear fuel, nuclear material, or nuclear waste or action of nuclear fission or fusion.

This Policy also excludes any loss, destruction, damage, death, injury, illness, liability, cost or expense of any nature directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any action taken in controlling, preventing, suppressing, retaliating against, or responding to or in any way relating to 1 or 2 above.

We will not pay for any claim under any section of the policy if the claim arises directly or indirectly out of any of the following:

- Intentional self injury or suicide or any attempt at suicide
- Flying or other aerial activity unless as a passenger in a properly licensed aircraft
- The insured person's criminal or illegal act
- Alcoholism, drug addiction
- Childbirth or pregnancy where the term of the pregnancy exceeds 26 weeks
- Participating in or training for any professional sport
- Expenses recoverable by you or the insured person from any other source such as Workers Compensation or any other statutory scheme or Medicare or private health insurance

We will not pay any claim under this policy

- If the insured person is over 70 years of age.
- For dependant children under 18 not attending full-time school, dependant children 18 to under 24 not attending full-time tertiary or university or children who are financially independent from the Insured.

Please also refer to individual sections above for limits of cover.

The JLT (WA Construction Industry) Discretionary Trust Arrangement

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 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 31st August 2010**) 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.

The JLT (WA Construction Industry) Discretionary Trust Arrangement

PDS Section 4 – JLT Discretionary Trust Scheme Rules

This PDS Section 4 sets out a Member’s rights and obligations under the JLT (WA Construction Industry) Discretionary Trust.

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

The 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
- Clause deleted

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
- Additional contribution for additional risks
- Set off against monies due to Member

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	Scheme Membership
Part 7	Member Default and Cancellation of Membership

2. Purpose of Scheme Rules

- 2.1. These Scheme Rules form one of the three principal constituent documents of the Scheme. The other two are:
 - 2.1.1. The Trust Deed which constitutes the Scheme and sets out its purpose and intent as well as its underlying legal structure and controls; and
 - 2.1.2. The rest of this PDS.

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.

Part 2 - Scheme Membership Offer

3. Offer of the Scheme Membership (The PDS)

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

4. Details of Offer

An offer of membership must include:

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

5. Acceptance of Offer

A Potential Member becomes a Member when;

- 5.1 a Participating Employer accepting the offer in writing (by completing, signing and lodging with the Promoter (as collection of contribution agent for the Trustee) a Contribution Agreement and thereafter lodging the Contribution Returns required by that Contribution Agreement, identifying those Participating Employees who will be Participating Employee Members of the Scheme) and;
- 5.2 that Participating Employer thereafter paying the Fund membership contribution, by monthly contributions within the prescribed timeframe (within 14 days of the close of each calendar month as stated within the relevant Contribution Agreement) failing which, unless otherwise determined by the Trustee, the offer of membership lapses. OR
- 5.3 a Participating Organisation accepting the offer (which can only be made by or on behalf of the Trustee if the Trustee is satisfied that contributions to the WA Construction Industry Mutual Benefit Fund, by Participating Employer Members or by any other person, will be sufficient to provide Scheme benefits for all Members) by serving an Additional Participating Member Notice upon the Promoter (identifying those Additional Participating Members who will be Members of the Scheme during the currency of that notice – which will be for the calendar month following service); and
- 5.4 that Participating Organisation (with the prior agreement of the Trustee) thereafter serving Additional Participating Member Notices upon the Promoter (identifying those Additional Participating Members who will be Members of the Scheme during the currency of that notice – which will be for the calendar month following service); failing which, unless otherwise determined by the Trustee, the offer of membership lapses.

- 5.5 The membership contribution of a Participating Employer Member can be paid:
 - 5.5.1 monthly if cover based on monthly Contribution Returns identifying Participating Employee Members;
 - 5.5.2 annually if not subject to 5.5.1 above.
- 5.6 if monthly, then benefits for Participating Employee Members can only be claimed for periods of financial membership. The period of financial membership of a Participating Employee Member is the period(s) of calendar month(s) in respect to which a Participating Employer Member has (pursuant to a current Contribution Agreement and current Contribution Return duly lodged with the Promoter) duly paid or agreed to pay the membership contribution for that Participating Employee Member;
- 5.7 The period of Membership of an Additional Participating Member is the period(s) of Calendar month(s) in respect to which an Additional Participating Member Notice (duly served upon the Promoter with the prior agreement of the Trustee) is current and identifies that Additional Participating Member as a Member of the Scheme;
- 5.8 The Trustee will not offer membership through a Participating Organisation nor will it concur in a Participating Organisation serving an Additional Participating Member Notice upon the Promoter unless the Trustee is satisfied that contributions to the Fund, by Participating Employer Members or by any other person, will be sufficient to provide Scheme benefits for all Members and any notice served without such prior agreement of the Trustee shall have no affect.

6. Subsequent Fund Periods

Not later than 10 days prior to the end of a Fund Period, The Trustee must determine in respect of each Member and advise the Member and the Promoter in writing (by means of a PDS or supplementary PDS):

- 6.1. Whether that Member will be offered renewed membership of the Scheme for the next Fund Period;
- 6.2. If so, the terms of cover and the Membership Contribution payable by that Member in respect of that Fund Period.

7. Manner of Renewal

- 7.1. A Participating Employer Member who wishes to accept an offer of renewed membership of the Scheme for the next Fund period must pay the contributions for that Fund period in accordance with Rule 5.5, failing which, unless otherwise determined by the Trustee, the offer of renewed membership lapses;
- 7.2. The provisions of Rules 5.2, 5.3, 5.4, 5.5, 5.6, 5.7 and 5.8 apply, as relevant to membership during each next Fund period.

8. General Membership Obligations

- 8.1 By its acceptance of any offer of membership (or renewed membership) or making any claim for a Scheme benefit a Participating Employer Member; a Participating Organisation; and each Participating Employee Member and Additional Participating Member: agrees that, at all times while he, she or it remains a member of the Scheme:
 - 8.1.1 subject to rule 8.3, the Trust Deed and these Scheme Rules as amended from time to time constitute a contract between the Trustee and the Member;
 - 8.1.2 they will be bound by the Trust Deed and Scheme Rules and perform the obligations of a Member under the same accordingly;
 - 8.1.3 they will make available to the Scheme all information and data which either of them reasonably require in order to determine the claims and risk management experience of the Member for the purpose of assessing Membership Contributions;
 - 8.1.4 the Scheme shall be permitted (but not obligated) to carry out a risk management audit or otherwise inspect the Member's property and operations at any time; and
 - 8.1.5 the Scheme may examine and audit the Member's books and records at any time (but only so far as they relate to membership of the Scheme or risks covered by the Scheme).
- 8.2 For avoidance of doubt, the contract mentioned in clause 8.1.1 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.
- 8.3 To the extent, if any, to which a provision of these Scheme Rules or the Trust Deed provides or implies:
 - 8.3.1 in any way contrary to rule 8.2; or
 - 8.3.2 that the Trustee is constituted a joint or mutual agent for Members or any of them,

that provision is, to that extent, inoperative and does not form part of the legal relationship between a Member and the Trustee.

9. Scheme Does Not Warrant Scheme Levels

Each Member acknowledges that neither the Scheme's rights to make inspections nor the making thereof nor any report thereon 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

10. Fund Period

The Fund Period is specified in Section 5 of the PDS (ie 31st August 2009 to 31st August 2010).

11. Subsequent Fund Periods

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

12. Commencement of Cover

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

- 12.1 at the start of the Fund period; or
- 12.2 for a Participating Employee Member upon payment of, or agreement to pay, the Potential Members and/or Members contribution in accordance with these Rules; or
- 12.3 for an Additional Participating Member at the commencement of the calendar month next following service (with the prior agreement of the Trustee) of a relevant Additional Participating Member Notice from the time of service of that notice upon the Trustee;

whichever is the later, at the Trustee's absolute discretion and ceases:

- 12.4 at the end of the Fund period; or
- 12.5 for a Participating Employee Member at the time when a Participating Employer Member has not duly paid or agreed to pay the relevant membership contribution for that Participating Employee Member; or
- 12.6 for an Additional Participating Member when that person ceases to be duly identified as an Additional Participating Member in a current and effective Additional Participating Member Notice;

whichever is the earlier and always at the **Trustee's** absolute discretion.

13. Closure of Accounts for Fund Period

- 13.1. 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.
- 13.2. No Member has any entitlement to be paid any amount from a surplus in a Fund Period and any surplus will be dealt with in accordance with the Trust Deed.

Part 4 – Membership Contributions

14. 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:

- 14.1. the location, nature and scale of the Member's and/or Potential Member's activities (including changes from time to time in those matters).
- 14.2. the Member's and/or Potential Member's Claims history (both during and prior to its membership of the Scheme);
- 14.3. 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
- 14.4. Matters relevant to the Member's and/or Potential Member's risk management practices which are known to the Trustee.

15. Time for Payment

All Membership Contributions (including any additional contribution mentioned in Part 7) payable by a Participating Employer Member, must be paid within 14 days of the close of the calendar month in which registered as a Participating Employer Member or of the calendar month for which a relevant Contribution Return is lodged.

16. Overdue Payments

Without affecting any other Rule, if the amount of any contribution (including any additional contribution mentioned in Part 7) is not paid by the due date:

- 16.1. interest thereon may, if the Trustee so determines, accrue at the Commonwealth Bank of Australia Corporate Loan Reference rate plus 2% from day to day and compounding monthly until the amount is paid; and
- 16.2. the amount (and interest) may be recovered against the Member by the Trustee on behalf of the Scheme as a debt payable by the defaulting Member.

Part 5 - Loss Protection

17. 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.

Claims may be made under the Scheme Coverage by an Additional Participating Member notwithstanding that there has been no membership contribution made in relation to that Additional Participating Member or a lesser membership contribution has been made for that Additional Participating Member than would have been payable if identified as a Participating Employee Member.

18. Change to Scope of Protection

- 18.1. 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.
- 18.2. Where the Trustee makes a change mentioned in rule 18.1, 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.

19. 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:

- 19.1. JGS in any capacity other than as Trustee of the Scheme;
- 19.2. The Promoter; or
- 19.3. Any other Member

20. 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):

- 20.1. to the extent that the amount does not exceed the amount payable from Scheme Cover, from the Fund;
- 20.2. to the extent that the amount exceeds the amount of the Scheme Cover;
 - 20.2.1. to the limit of the Scheme Cover, from the Fund;
 - 20.2.2. thereafter from the Insurance Cover, to the extent of that cover;
- 20.3. to the extent that the amount exceeds the amount of the Scheme Cover and the Insurance Cover:
 - 20.3.1. to the limit of the Scheme Cover, from the Fund;
 - 20.3.2. to the limit of the Insurance Cover, to the extent of that cover; and
 - 20.3.3. the balance by the Claimant.

21. ITEM 21

This item has been left intentionally blank

How to Make a Claim

To Make a Claim on the Scheme Cover

Contact Mr Murray Rzepecki at WA Construction Industry Redundancy Fund Ltd.

Telephone: (089) 481 0259

Address: Unit 2, 1st Floor, 44 Parliament Place, West Perth WA 6872

Postal Address: PO Box 432, West Perth WA 6872

who will in turn forward the Claim to Echelon.

For details regarding a registered claim, please contact any of the Claims Managers detailed below:

Contacts: Trish Sparke / Keith Turner/ Gill Gitsham at Echelon

Address: 16 Hutt Street, Adelaide SA 5000

Postal Address: PO Box 7170, Hutt Street, Adelaide SA 5000

Phone: Toll Free 1800 640 009 or (08) 8235 6455

Facsimile: (08) 8235 6450

E-Mail: jltcms@jlta.com.au

Part 6 - Scheme Membership

Claims Procedures

22. Notice of Claims

Notice in writing (by email, fax or post (refer to Section 1 of this PDS for details) must be given as soon as possible to the Trustee:

Important Notice - applicable to the Scheme Cover only - NOT the Insurance Cover. In order that Claims will not be prejudiced due to late notification, the Claimant must notify the Trustee of any potential Claim, within the time period specified in Section 1 of this PDS under How To Make A Claim, otherwise the Trustee will not be able to consider the Claim.

- 22.1. 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
- 22.2. 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.
- 22.3. in the event of death of a Member, a certified copy of the death certificate will need to be supplied to the Claims Manager before payment can be made. The beneficiary of the benefit will be to the member's Estate or their nominated person or persons.
- 22.4. For claims under the Emergency Transport or the Disability Programs (Quadriplegia/Paraplegia Benefits) one of the Adelaide based claims management personnel will advise what information/documents are required to process your claim.

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.

23. 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 information requested by such party in the manner and format requested by such party.

24. 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 Contribution Agreement and 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.

25. 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.

26. 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) where:

PDS Section 4 – Scheme Rules

26.1. the Member has:

- 26.1.1. breached or failed to comply with any condition or obligation in these Scheme Rules; or
- 26.1.2. committed any other act or made any other omission which entitles the Trustee to cancel the membership of the Member under rule 36; and

26.2. the Scheme is prejudiced by that failure, act or omission.

27. Subrogation

The Member agrees that in the event of payment of any Claim by the Scheme Cover, the Scheme 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.

28. Settlement of Claims

- 28.1. 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 which have given rise to a Claim, but such expense shall not be recoverable from the Scheme.
- 28.2. 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 29.1 but only so far as may be 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 his 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.

29. Members 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 Scheme's rights of subrogation:

- 29.1. 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 must be paid by the Member; and
- 29.2. 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.

30. Relinquish Control

The Trustee may at any time pay to the Claimant an amount not exceeding the Scheme Cover Any One Event / 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 at any stage within the four (4) month period of the expiry of the Fund Period 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 / Aggregate Limit.

31. Reasonable Care

A Member must as far as reasonably practicable:

- 31.1. 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.
- 31.2. take all reasonable precautions to:
 - 31.2.1. prevent economic or financial loss;
 - 31.2.2. comply and ensure that its employees, servants and agents comply with all statutory obligations, by laws or regulations imposed by any public authority for the safety of persons or property.

32. 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 Scheme reserves its rights to seek contribution from the other party or insurer.

Part 7 – Member's default and cancellation of membership

33. Withdrawal

A Member may withdraw from membership of the Scheme at any time by giving 14 days notice in writing to the Trustee.

34. Effect of Withdrawal

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

- 34.1. entitle the Member to a refund of contributions (in full or in part) in respect of the unexpired part of the Fund Period;
- 34.2. vary or waive the obligations of the continuing Member to comply with the provisions of the Scheme Rules; or
- 34.3. 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.

35. 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"):

- 35.1. fails to comply with the reasonable directions of the Trustee as to the conduct of its operations so as to minimise risks;
- 35.2. fails to:
 - 35.2.1. make available to the Trustee all information and data which it reasonably requires in order to assess Membership Contributions;
 - 35.2.2. permit the Trustee to carry out a risk management audit or otherwise inspect the Member's property and operations;
 - 35.2.3. 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;
- 35.3. fails to pay Membership Contributions due to the Scheme within 30 days of the due date for payment of those contributions; or
- 35.4. 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.

36. 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:

- 36.1. fails to comply with the duty to the Trustee at clause 8.1.3, or
- 36.2. has made a misrepresentation to the Scheme during negotiations for and before the commencement date of its membership (or subsequent renewal), or
- 36.3. had made a fraudulent Claim to the Scheme or under any concurrent policy of insurance; or
- 36.4. fails to show sufficient cause to the contrary in response to a notice under rule 35.

37. Effective Date of Cancellation

A notice of cancellation takes effect at;

- 37.1. 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
 - 37.2. pm 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.

38. Effect of Cancellation

Upon a notice of cancellation taking effect;

- 38.1 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
 - 38.2 4:00 pm on the 30th business day after the day on which notice was given to the Promoter (or such later time as is specified in the notice),
- whichever first occurs.

Upon a notice of cancellation taking effect:

- 38.3 from that date the Promoter or the defaulting Member shall have no right to claim against the Scheme cover or the insurance cover in respect of any claim in respect of an event occurring after that date;
- 38.4 such cancellation nevertheless does not otherwise affect entitlement to cover for any claim already indemnified by the Trustee nor vary or waive the obligations of the defaulting member to comply with the provisions of the Rules in respect of any Fund year during which the defaulting member was a Member of the Scheme

39. Additional Membership Contribution to Cover Cost of Default

In the event that a Member is in default in payment of a Membership contribution or in any other way whereby the Fund suffers any financial loss or incurs 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.

40. Additional Membership Contribution for Additional Risks

In the event that a Member fails to comply with a direction of the Trustee and, in doing so, in the opinion of the Trustee exposes the Scheme to an increased, additional or readily avoidable risk, the Trustee may as an alternative to cancellation;

- 40.1. require the Member to pay an additional contribution to cover that risk; or
- 40.2. exclude that risk from the Scheme Cover and the Insurance Cover applicable to that Member or Members associated with that Member; or
- 40.3. otherwise limit the exposure of the Scheme and the Insurer to such risk.

41. Set off Against Monies Due to a Member

In the event that the 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:

- 41.1. any Membership Contributions or other monies due but unpaid by the defaulting Member to the Scheme; and
- 41.2. 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.

THE JLT (WA CONSTRUCTION INDUSTRY) DISCRETIONARY TRUST ARRANGEMENT

Before completing this Contribution Agreement and Acceptance Form, be sure to read Sections 1, 2, 3, and 4 of this PDS. Our PDS will help a Potential Member decide whether to become a Member of the JDT Arrangement.

This Contribution Agreement and Acceptance Form relates to both the Scheme Cover and Insurance Cover components of the JDT Arrangement.

PDS Section 5 - Contribution Agreement and Acceptance Form

I/We
[Insert full name of Participating Employer]

of
[Insert full business address – do not use PO Box address]

and
[Postal Address for mailing – leave blank if same as business address]

hereby request that we become a party to the WA Construction Industry Mutual Benefit Fund established by Deed dated 26th May 2003. I/We hereby apply to be an Affiliate (Participating Employer Member) of the JLT (WA Construction Industry) Discretionary Trust and as a member of that Trust agree to be bound by the provisions of the Scheme Rules governing that Trust (as they are amended from time to time at the sole discretion of the Trustee in accordance with the Trust Deed).

1. List of Participating Employees (to be Participating Employee Members of the JLT (WA Construction Industry) Discretionary Trust and for whom contributions are to be made):

PLEASE SEE BACK PAGE TO LIST YOUR NOMINATED EMPLOYEES

Present rate of contributions \$XX + GST per week as per your agreed industrial agreement or part week (Saturday to Friday) for each nominated Participating Employee.

Cost Per Employee	%
Aggregate Contribution*. This is the proportion of the Total Membership Contribution payable by a Member to meet claims and costs attributable to claims management	%
Administration Contribution**. This is the proportion of the Total Membership Contribution payable by a Member which represents the administrative fees of the JDT Arrangement	%
Insurance Cover Contribution. This is the proportion of the Total Membership Contribution payable by a Member which represents the premium paid to the Insurer for the Insurance Cover	%
Insurance Cover premium stamp duty (GST Exempt)	%
Jardine Lloyd Thompson Pty Ltd (the Broker's) Broking Fee***	%
WACIRF (the Promoter's) Fee. This is an administrative fee paid for the distribution, contribution collection and other related services provided by the Promoter	%
Membership Contributions subtotal	%
GST allocation not 10% - Insurance Cover Stamp Duty does not attract GST	%
Total Membership Contribution payable	100%

* Includes Claims Management Service Fee \$110 per Ambulance claim and \$225 per claim for all others. 45.95% of Administration Contribution paid to Scheme Manager (JGS)

***In addition to its Broking Fee, the Broker receives commission from the insurer of 20% of the Insurance Cover Contribution

EACH \$XX CONTRIBUTION COVERS THE COST OF YOUR EMPLOYEE PLUS AN ADDITIONAL CONTRIBUTION TO COVER THE COSTS OF X.XX OF ANOTHER PARTICIPATING MEMBER.

2. I/We have voluntarily agreed with the Trustee to make these contributions, to a Mutual Benefit Fund to be held upon the trusts of the JLT (WA Construction Industry) Discretionary Trust, at the rate set out above.
3. The Trustee (by its collection of contribution agent, WA Construction Industry Redundancy Fund Ltd ACN 009 404 273) shall, by the last Friday of each calendar month, advise each Participating Employer Member of the Participating Employees registered with the JLT (WA Construction Industry) Discretionary Trust for whom the Participating Employer Member has agreed to make these contributions and also the aggregate contributions required from that Participating Employer Member (herein referred to as the "Contribution Statement") for that calendar month covered by that Contribution Statement.

4. If the amount to be paid by a Participating Employer Member is greater or less than the amount claimed in any Contribution Statement the Participating Employer Member shall, within 14 days of the close of the calendar month in which they are registered as a Participating Employee Member or thereafter within fourteen (14) days of the close of each calendar month, lodge a return (herein referred to as the "Contribution Return") with the Trustee (through its collection of contribution agent, WA Construction Industry Redundancy Fund Ltd ACN 009 404 273), nominating the amended contributions that will be paid for that calendar month for Participating Employees.
5. The contributions nominated in a Contribution Return or the contributions shown in the Contribution Statement (if there is no amendment shown in a Contribution Return) shall be paid within fourteen (14) days of the close of calendar month to which that Contribution Return/Contribution Statement relates.
6. The Participating Employer Member's Contribution Return may be a copy of the Contribution Statement, with appropriate amendments to show Participating Employees who have commenced or ceased to be Participating Employees for whom that participating Employer Member will make contributions.

I/we expressly authorize the Trustee to disclose to any officer or employee of the Trustee, WA Construction Industry Redundancy Fund Ltd (as collection of contribution agent for the Trustee) or of a Participating Organisation, any information provided by me/us to the Trustee or that is recorded in the accounts or records of the JLT (WA Construction Industry) Discretionary Trust, relating to me/us for the purpose of that officer or employee, in the reasonable course of the duties of their office or employment, ensuring that the Trustee, Participating Employers and Participating Employees fulfil their obligations under any of the Trust Deed and Rules and/or industrial award/agreement relevant to those obligations.

ACKNOWLEDGEMENT – I/We specifically acknowledge that the Trustee has no responsibility for any Commonwealth Fringe Benefits Tax or State Pay-roll Tax or any other Commonwealth or State Taxes that are payable by reference to my/us making contributions or by reference to the insurance coverage or other benefits provided for Participating Employee Members by the Trustee or pursuant to any Insurance Policy, effected or maintained pursuant to the Trust Deed/Rules AND that it is my/our sole responsibility to seek my/our own independent advice in relation to liability for any such taxes.

I have read the PDS and agree to be bound by the Rules. I am aware that the withdrawal from the JDT Arrangement as a Member does not entitle the Member to a refund of the Total Membership Contribution in full or in part, other than any applicable return Membership Contribution in respect of the unexpired portion of the Insurance Cover.

Upon providing this cover to your employees by this Contribution Agreement, you agree to provide access to all employees to the PDS and its content.

Name of Organisation: _____

Authorised Officer : _____ Position: _____
(Print Full Name) (Held in Organisation)

Signature: _____ in the presence of

Witnessed: _____ Dated: ____/____/____

Contact Name: _____ Telephone No: _____

Mobile No. _____ Fax No. _____ Email: _____

Proprietary Nature of Proposal

This proposal is prepared for the sole and exclusive use of the party or organisation to which it is addressed. Therefore, this document is considered proprietary to Jardine Lloyd Thompson Pty Ltd (JLT) 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. JLT proposals may be made available to other persons or organisations only with written permission of JLT.

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The value we create is driven through the personal determination of our 5,000 highly motivated and skilled people.

The Product Issuer of the JLT (WA Construction Industry)
Discretionary Trust ABN 41 392 029 954 is:

Jardine Lloyd Thompson Pty Ltd
ABN 69 009 098 864 AFS Licence 226827

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Preparation Date 8 September 2009

A member of the Jardine Lloyd Thompson Group.