

# SUMMARY OF PROTECTION

For the

## WA CONSTRUCTION INDUSTRY REDUNDANCY FUND

Provided by the

## JARDINE LLOYD THOMPSON DISCRETIONARY TRUST

As At

SEPTEMBER 2009

# The JLT (WACIRF) Discretionary Trust (JDT) Arrangement 2009/10 ABN 41 392 029 954

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The JLT WA Construction Industry Discretionary Trust (JDT) is a trust established at law for the management of risk and provides an alternative to conventional insurance and because of this, it is:

- neither authorised under, nor subject to, the provisions of the *Insurance Act 1973* (Cth);
- not regulated by the Australian Prudential Regulation Authority;
- required to be “fully funded” to meet its budgeted liabilities.

The Trustee makes available two distinct covers under the JDT Arrangement:-

## 1. **Scheme Cover** afforded by the JDT.

This is not insurance but a discretionary trust.

For any loss above the member excess, a claim can be notified to the Trustee (JLT Group Services Pty Limited) which at its discretion will decide whether to indemnify the Member for losses up to the Scheme Cover limits.

The Trustee cannot be influenced by any party and is legally bound to perform its duties and obligations in accordance with trust law and settle each claim in accordance with the Scheme Cover, the merits of the claim and the law.

The Member can lodge a claim under the Scheme Cover for any event, not only those matters covered under the Insurance Cover and the Trustee is obliged to consider the claim.

The Scheme Cover is not insurance. Claims within the Scheme Cover are determined at the Trustee's discretion and are not subject to the terms and conditions of the Insurance Cover.

For any loss in excess of the Scheme Cover, the Insurance Cover may come into play. (See below)

## 2. **Insurance Cover** purchased by the Trustee for the Trust and its Members.

This is a contract of indemnity.

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

- in excess of the Scheme Cover limits; and
- covered by the Insurance Policy terms and conditions and is not subject to the Trustee's discretion.

Any loss that is not covered by the members self retained excess, Scheme Cover &/or Insurance Cover will be borne by the Member.

The Insurance Cover purchased by the JDT is arranged by Jardine Lloyd Thompson Pty Ltd (JLT). Eligible Workers are entitled to cover under the JDT, and are defined as those workers nominated by employers who make contributions and/or workers who are financial members of the CFMEU Construction Division.

Eligible workers may claim under the JDT:

- **Journey Personal Accident Cover**
- **Death Benefits Cover**
- **Leisure Travel Cover**
- **Emergency Transport Cover**

## Summary of Insurance Cover Arranged for the JDT

Remember, there are no specific exclusions under the Scheme Cover up to the Scheme Cover limits.

All covers are subject to the following general exclusions. However there are additional specific exclusions listed under the individual cover summaries.

### General Exclusions of the Cover

- War whether declared or not, invasion or civil war, rebellion or insurrection
- The use, existence or escape of nuclear weapons material or ionising radiation from or contamination by radioactivity from any nuclear fuel or nuclear waste from the combustion of nuclear fuel.
- Intentional self injury or suicide or any attempt at suicide (however see “Death Benefits” section for further information)
- Flying or other aerial activity unless as a passenger in a properly licensed aircraft.
- Criminal or illegal actions provided this exclusion does not apply to incidents such as speeding or failure to stop and/or traffic offences.
- Being under the influence of intoxicating liquor or drugs unless a registered medical practitioner has prescribed them. We will regard having a blood alcohol reading in excess of the areas legal driving limit as being under the influence of intoxicating liquor.
- Participating in, or training for any professional sport.
- The insured person is over 70 years of age
- Any act of Terrorism



### Journey Personal Accident Cover

This cover protects a workers income for injuries sustained whilst travelling to or from their home, or to or from their place of employment. The cover may be nullified if they diverge from their normal way of travelling to or from work and again maybe nullified if they stop during their journey for reasons including, but not limited to, going shopping or calling into the local tavern for a drink.

If an Eligible Worker sustains an injury that prevents them from working and being paid, they may be paid their ordinary wages up to a limit of \$1,000 per week excluding allowances and overtime for a maximum benefit period of 104 weeks.

The cover is for loss of earnings only and **does not cover medical or hospital bills** resulting from the accident.

Should an Eligible Worker suffer either permanent disability preventing them working again, or die as a result of the event, they or their estate may receive a payment of up to \$100,000 payable in addition to any other cover reduced by any loss of income payments already paid for the same injury.

This cover is not to be confused with other covers included in an Industrial Agreements, such as “Income Protection Cover” and “Trauma Cover” which have different applicable terms and conditions. Please note, the covers under an Industrial Agreement are not included in the JDT.

## What are the major Exclusions of the cover?

These are in addition to the general exclusions noted earlier.

- Pregnancy, childbirth or miscarriage or any complications thereof.
- Illness
- Sexually Transmitted Disease (STD), Acquired Immune Deficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV) infection
- 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 you were covered by a policy for Journey Cover for the 12 months prior to inception date of this policy.



## Death Benefits Cover

Funeral Cover was established to assist the families of the deceased Eligible Worker with the financial burden of paying for the funeral costs.

The cover may reimburse the actual incurred cost of the funeral of an Eligible Worker to a limit of \$10,000 following injury or illness resulting in death of the Eligible Worker, \$7,500 for their spouse and \$7,500 for a dependant.

The funeral benefit may only apply to an Eligible Worker or their spouse up to 70 years of age, and dependant to the age of 24.

When a claim is lodged under the WACRIF JDT, it must be accompanied by certified copies of the deceased Eligible Worker's birth certificate and death certificate and copies of the invoices paid relating to the costs of the funeral. Under the WACRIF JDT, only expenses relating to the actual funeral may be reimbursed and do not include such costs as refreshments provided after the funeral, headstone costs or travel expenses for family members to attend the funeral.

Under certain circumstances and provided funds are available in the Discretionary Trust, death from suicide may be considered by the Trustee under the Scheme Cover.

## What are the major Exclusions of the cover?

These are in addition to the general exclusions noted earlier.

- Alcoholism and/or drug addiction.



## Leisure Travel Cover

This cover affords protection for an Eligible Worker and their accompanying family who may be travelling on holidays overseas but also provides cover you if they are on holidays within Australia including travel within Western Australia.

Such travel must take the Eligible Worker at least 100kms from their home and includes being absent from their normal residence for no less than 48 hours.

The accompanying spouse and Children are automatically covered whilst travelling with the Eligible Worker.

The cover is valid for persons up to the age of 70 years at the date of departure.

In the event of a claim, the Eligible Worker may be required to pay an excess of \$100 towards the loss in all cases.

The following is provided under this cover:

- cancellation costs or loss of travel deposits up to \$10,000
- baggage and personal effects which is damaged, lost or stolen for a maximum amount of up to \$10,000 or \$5,000 any one item, or set of items
- loss of money is also included to the value of \$7,500
- medical and additional expenses incurred overseas limited to \$500,000 for each event
- accidental death payment of \$50,000 for the Eligible Worker and \$20,000 for the accompanying spouse.

The maximum period of this cover is 120 days. If you intend travelling for more than 120 days you will not be covered by the JDT and should arrange private cover for the entire period.

## **What are the Major Exclusions of the Cover?**

These are in addition to the general exclusions noted earlier.

- Expenses recoverable by you or the insured person from any other source such as Workers Compensation or other statutory scheme or Medicare or private health insurance.
- Child birth or pregnancy where the term of the pregnancy exceeds 26 weeks.

▪ **Section A - Capital Benefits**

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

- Illness

▪ **Section B - Weekly Benefits - Injury**

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

- Any medical condition for which the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 30 days before the commencement date of their cover
- Illness

We will not pay weekly benefits for accompanying spouses or accompanying financially dependent children.

▪ **Section F - Overseas Medical and Additional Expenses**

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

- 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 the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 30 days before each journey
- Any payable expense must be incurred within 12 months of the date of injury or illness
- We will reduce our payment by any amounts recoverable by you or the insured person from any other source such as Workers Compensation or another statutory scheme or private health insurance

We will pay only expenses

- incurred outside Australia and
- within Australia, if the insured person is engaged in temporary employment outside Australia

but we will not pay expenses incurred in respect of the rendering in Australia of a professional service for which a Medicare benefit is payable.

▪ **Section G - Emergency Travel Assistance**

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

- 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 the insured person has required treatment or advice from a doctor, chiropractor, physiotherapist, naturopath, psychologist or psychiatrist in the 30 days before each journey

▪ **Section H - Baggage and Personal Effects**

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

- Luggage that is left on its own somewhere with no one looking after it

- Luggage that is sent somewhere and won't be travelling with the insured person on the journey
  - 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
  - Precious unset or uncut gemstones
  - Normal wear and tear
  - Items intended to be sold or dealt with for trade
  - Items stolen unless reported to police or other authority and a written statement obtained
- **Section I - Personal Money, Travellers Cheques and Credit Cards**

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

- 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
- **Section J - Personal Liability**

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

- 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
- **Section L- Loss of Travel Deposits and Additional Expenses**

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

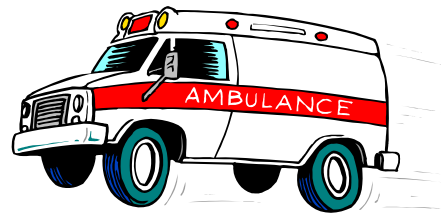
- Disinclination to travel
- Travel plans made after a warning in the mass media of strike, riot or bad weather

- Any medical condition for which the insured person has 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
- **Section M - Refund of Excess following Collision Damage or Theft**
- We will not pay for any claim under this section of the cover if the claim arises directly or indirectly out of any of the following:
- If the insured person 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 or drugs unless they have been prescribed by a registered medical practitioner. We will regard a blood alcohol reading excess of the area's legal limit as being under the influence of intoxicating liquor.
  - If the vehicle is not rented from a licensed rental agency

If you have concerns whether you are covered for specific events you should refer to the policy document which contains all exclusions and policy conditions.

## **JDT Covers Not Protected by Insurance**

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### **Emergency Transport Cover**

This cover is commonly known as Ambulance Cover and covers the Eligible Worker, their spouse and dependant offspring, including adopted or foster children or children they have responsibility for resulting from a de-facto relationship.

A Child is defined as a person financially dependent upon the Eligible Worker and under the age of 18 and attending full time school or a person under the age of 24 who is attending full time tertiary college or university and is financially dependant upon the covered Eligible Worker.

This cover may reimburse an Eligible Worker for the cost of ambulance transport anywhere in Australia resulting from an accident or at the request of a qualified medical practitioner.

The maximum cover for any one event is \$10,000 per year. For transportation above normal local ambulance services, prior approval would have to be obtained from the Trustee before the expense of transporting the injured person from a remote or interstate location is commenced.

## Important Notes

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It is important to understand that you are only covered for the above four types of cover either whilst your employer is making your contributions to the JDT or you are a current financial member of the CFMEU.

If you have concerns whether you are covered for specific events, you should refer to the insurance policy document which contains the exclusions and policy conditions.

If your employer chooses not to make your contributions or you are not a current member of the CFMEU, you will not be a member of the JDT and thus, unable to make a claim in relation to any of the covers outlined above.

The contents of this document are only a summary of the protection available under the JDT. It is purely factual information and does not constitute any form of financial product advice. For any further queries, or if you require a copy of cover available under the JDT please contact the following between 8:30am and 5.00pm.

Contacts: Phil Reynolds/Graeme Truscott  
Address: Jardine Lloyd Thompson Pty Ltd  
Level 6, 256 St Georges Terrace  
Perth WA 6000  
Phone: (08) 9426 0936  
Facsimile: (08) 9426 0999

### Trustee's Office

Contacts: Jeff Gaborit / Craig Harms  
Address: JLT Group Services Pty Ltd (ABN 26 004 485 214)  
16 Hutt Street  
Adelaide SA 5000  
Phone: (08) 8235 6477  
Facsimile: (08) 8235 6439  
E-mail: [jgs@jlta.com.au](mailto:jgs@jlta.com.au)

## Claims Information

All claims must be immediately reported to the following persons at the WA Construction Industry Redundancy Fund Ltd (who will forward the claim to the JDT Claims Manager):

Contacts: Mr Murray Rzepecki/Mrs Alison Fisher  
Address: PO Box 432, West Perth WA 6872  
Phone: (08) 9481 0259  
Facsimile: (08) 9321 1441

For details regarding a claim please contact the following:

Contacts: Keith Turner/Peter Hooper/Graham Oliver  
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](mailto:jltcms@jlta.com.au)

### Please Note

- (a) In the event of the death of an Eligible Worker, a certified copy of the death certificate must be supplied to the Claims Manager before payment can be made. Any benefit will be made to the Eligible Worker's estate.
- (b) For claims under the Emergency Transport or Disability Programs, claims management personnel shall advise what information/documents are required to process your claim.