

# Product Disclosure Statement

## The JLT (Hertz PA-PE Cover) Discretionary Trust

Distinctive. Choice.



The Product Issuer of the:  
JLT (Hertz Licensee PA-PE Cover) Discretionary Trust ABN 992 815 602 544  
JLT (Hertz PA-PE Cover) Discretionary Trust ABN 82 887 719 721 IS:

**JLT Group Services Pty Ltd**  
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## 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 highly motivated and skilled people.

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## Introduction

This Product Disclosure Statement (PDS) is designed to tell the Potential Member about the JLT (Hertz PA-PE Cover Discretionary Trust (JDT) and to help the Potential Member decide whether to acquire PA / PE cover through the JDT arrangement. The Potential Member should read this PDS carefully before making their decision.

### Definitions

Reference throughout this document to:

“Acceptance Form” means the signed acknowledgement, or other authority, under which a Potential Member agrees to become a member of the Scheme.

“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

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

“Claimant” means the person or entity who lodges a Claim. The Claimant can be the Member, an authorised driver in accordance with the Member's Hire Agreement, a passenger of the Member's Hertz rental vehicle (provided the total number of passengers for the vehicle does not exceed 12) or their legal personal representatives.

“Contributions” means the contributions payable by Members as detailed in their respective Acceptance Form (Hertz Rental Agreement/PA/PE Membership Agreement)

“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 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.

“Hertz” means Hertz Australia Pty Ltd and its licensees.

“Hire Agreement” means the Agreement between Hertz and a Potential Member or their representative which specifies the terms and conditions upon which a motor vehicle will be hired by the Potential Member or their representative and which includes the terms and conditions upon which the Potential Member can elect to become a Member of the Scheme in relation to the motor vehicle hire arrangement specified in the hire agreement.

“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/Claimants.

“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 Jardine Lloyd Thompson Pty Ltd as agent for Lloyds of London.

“JDT Arrangement” means either the JLT (Hertz Licensee PA-PE Cover) Discretionary Trust Arrangement or the JLT (Hertz PA-PE Cover) Discretionary Trust Arrangement.

“JGS” means JLT Group Services Pty Limited, the Trustee and Scheme Manager

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

“Member” means Hertz and any customer or client of Hertz which has been admitted to the Scheme from time to time pursuant to the Deed.

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

“Period of Cover” means the period from commencing date and time through to ending date and time shown in the Hire Agreement (or on any other official document issued by Hertz) which reflects the period during which a Member has Insurance Cover and Scheme Cover

“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.

“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 / number of hire days.

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

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

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

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

## General Information

If the Potential Member decides that the cover provided under the JDT Arrangement is suitable, they should complete the relevant section of the Hire Agreement and pay the appropriate Contribution to Hertz with the rental and other charges applicable to the Hire Agreement.

This PDS is distributed by the Broker which has appointed Hertz as their Authorised Representative in relation to any financial service provided to Potential Members in connection with the Scheme Cover and the Insurance Cover. Their respective contact details are as follows:

Broker - Jardine Lloyd Thompson Pty Ltd, (‘the Broker’)  
Level 37, 225 George Street  
SYDNEY NSW 2000

Telephone: (02) 9290 8000  
Facsimile: (02) 9299 7280

Hertz Australia Pty Ltd  
Level 16, 636 St Kilda Road  
MELBOURNE VIC 3004

If you have not been able to view all of this PDS at the Hertz office or on the Internet or if you have any questions, please contact the Trustee, whose details are as follows:

JLT Group Services Pty Ltd ABN 26 004 485 214  
Level 1, 148 Frome Street  
ADELAIDE SA 5000

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

The Trustee is a wholly owned subsidiary of the Broker and is authorised under its own Australian Financial Services Licence 417964 to provide certain financial services in relation to this JDT Arrangement to the Members including issuing the JDT Arrangement.

The respective roles of the Trustee, the Broker and Hertz are set out in detail in the FSG.

# The JLT (Hertz PA-PE Cover) Discretionary Trust Arrangement (JDT)

## PDS Section 1 – Potential Member Information

The PA/PE cover is available for purchase by renters of vehicles from Hertz Australia Pty Ltd. It provides risk protection in accordance with the terms described in this document to the renter of the vehicle, to any other authorised driver listed on the Hire Agreement for the rental vehicle and to up to 12 passengers in the rental vehicle.

PA/PE cover is obtained through the **JLT (Hertz PA-PE Cover) Discretionary Trust Arrangement (JDT Arrangement)** described in this document. The renter specified in the Hire Agreement is referred to as a Member of the JDT Arrangement. The Member and each other person who has PA/PE cover in relation to a Hire Agreement are referred to as the Claimant.

The JDT has been established to help each person who is a Member through opting in to PA/PE cover, and their Claimants' (as defined), to manage the risk of incidents occurring during the Period of Cover for the Member's Hire Agreement.

When a person purchases PA/PE cover (by accepting the Personal Accident and Effects section under the Hire Agreement), that person purchases an interest in this JDT Arrangement and will become a Member of this JDT Arrangement. Membership of this JDT Arrangement is for the Period of Hire, unless cancelled earlier.

The Contribution paid by Members opting for PA/PE cover are pooled and paid into the JDT Arrangement. The JDT Arrangement is a Managed Investment Scheme made up of two parts:

### **The Scheme Cover; and The Insurance Cover.**

Through the JDT Arrangement, the Trustee allocates the Contributions over a Fund year (or other period set by the Trustee) into a 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. The JDT Arrangement is **not insurance** because one element of the JDT Arrangement involves the Trustee's absolute discretion whether or not to pay a Claim and how much to pay.

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

A Claimant is entitled to lodge a Claim for events which occur during the Period of Cover for the Member. A Claim under the Scheme Cover must be lodged as soon as possible and no later than the end of the Fund Period. For Claims that arise on or before the 1<sup>st</sup> October 2019, the Fund Period ends on the 1<sup>st</sup> April 2020. A Claim under the Insurance Cover must be lodged within a reasonable time of the event giving rise to the Claim occurring.

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 is exceeded or the time for lodging a claim in the Schedule. 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)

## **Scheme Cover**

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

The benefit of the discretionary Scheme Cover is that Claims which would not be paid under the Insurance Policy wording of the Insurance Cover may be paid by the Trustee.

The risk is that the Trustee may not exercise its discretion in favour of the Claimant. For details of further risks associated with this product please refer to Section 3 of this PDS.

In exercising its discretion, the Trustee is legally bound to conduct its duties and obligations in accordance with trust law and the Trust Deed between the Trustee and Hertz. The Trustee must decide whether and for what amount to settle each Claim in accordance with the merits of the Claim.

## Individual Member's / Claimants Deductible

On any Claim accepted by the Trustee, the Member / Claimant will not have an excess before the JDT Scheme Cover will respond.

### Insurance Cover

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

1. in excess of the Individual Member's Deductible and the Scheme Cover Aggregate Limit or the Scheme Cover Any One Event Limit or where the time for lodging a Claim under the Scheme Cover has expired; and
2. covered by the Insurance Policy terms and conditions.

Details of the Insurance Cover 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/hertz](http://www.jlta.com.au/jdt/hertz) 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.

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"), it does report to APRA in accordance with the DMF Act.

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 Hertz in writing not later than 10 days prior to the end of the Fund Period the next Fund Period terms, conditions and Membership Contribution payable.

The Trustee can dissolve the Trust after the Fund Period. 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 or another charity at the Trustee's discretion. 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.**

### Cancellation and Termination of Membership in the Scheme

*Cancellation by a Member:-* A Member may cancel their participation in the Scheme Cover and the Insurance Cover at any time by giving notice in writing to the Trustee. Importantly, note that cancellation does not entitle the Member to a refund of Contribution paid in respect of the Scheme Cover, they are entitled to a refund of the Contribution paid in respect of the unexpired portion of the Insurance Cover.

The unexpired portion will be calculated on the number of days remaining in the Member's Period of Cover, excluding the day on which the Trustee receives the notice in writing.

*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 a Member's Period of Cover under their Hire Agreement.

### How and When to Make a Claim

**Note:** All Claims or potential Claims are to be notified to Echelon as soon as possible and not later than the end of the Fund Period. Echelon's details are set out below. A Claim form can be found on the Internet at <http://www.jlta.com.au/jdt/hertz>, or by contacting Echelon.

### Information about the Service Providers

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

1. **Claims Management and Risk Management Services:** Echelon Australia Pty Limited, ABN 96 085 720 056 (a wholly owned subsidiary of Jardine Lloyd Thompson Australia Pty Limited) Telephone (08) 8235 6455: Fax (08) 8235 6448
2. **Broking Services:** Jardine Lloyd Thompson Pty Limited, ABN 69 009 098 864 AFSL 226827 Telephone: (02) 9290 8000 Fax: (02) 9299 7280
3. **Actuary:** Cumpston Sarjeant Pty Ltd, Level 13, 160 Queen St Melbourne VIC 3000
4. **Auditor:** BDO Audit (SA) Pty Ltd, Level 7, 420 King William Street, Adelaide SA 5000
5. **Taxation Agent:** BDO Advisory (SA) Pty Ltd, Level 7, 420 King William Street, Adelaide SA 5000
6. **Bank:** National Australia Bank Ltd
7. **Legal Advisers:** Thomson Geer Lawyers, 19 Gouger St Adelaide SA 500
8. **Promoter Administration and Marketing Services:** Hertz Australia Pty Ltd, Level 16, 636 St Kilda Road, Melbourne, VIC 3004

## Fees and Charges

The details of the charges and commissions received by related parties to the JDT are detailed within your rental contract.

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

The matter will then be referred by AFCA 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 Australian Privacy Principles for the handling of information.

The Broker's Privacy Policy can be viewed on the Internet at [www.jlta.com.au](http://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 (Hertz PA-PE Cover) Discretionary Trust Arrangement

## PDS Section 2 – Insurance Cover Information

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

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

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

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

## Contact Details for Making an Enquiry

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

## Summary

### Insured

The JLT (Hertz PA-PE Cover) 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

Jardine Lloyd Thompson Pty Ltd as agent for **Lloyds of London**.

### Period of Insurance

From: 1<sup>st</sup> October, 2018 at 4 pm Local Standard Time  
To: 1<sup>st</sup> October, 2019 at 4 pm Local Standard Time

## Interest Insured – Personal Accident & Personal Effect Cover

### Section 1 - Personal Accident

If an Insured Person whilst getting into, travelling on or getting out of any Vehicle hired from the Policyholder suffers Bodily Injury as a direct result of an Accident which within twelve calendar months of the Accident is the sole cause of Death or Permanent Total Disablement or Major Permanent Disablement then the Insurer will pay the sum(s) specified in the Schedule of Benefits.

### Section 2 - Personal Effects

The Insurer will indemnify an Insured Person against loss of or damage to any clothing and personal effects which is the Property of (not hired, loaned or entrusted to) an Insured Person whilst in the private car hired from the Policyholder which occurs during the Period of Insurance to the extent of the value of the Property so lost or damaged up to but not exceeding the amount stated in the Schedule of Benefits.

### Cover Limitations and Exclusions

Listed below are limitations and exclusions which may be significant to You. However, to ascertain all of the limitations and exclusions and those which are important to You, You should refer to the Policy and read it carefully. The Insurance Policy is available at [www.jlta.com.au/jdt/hertz](http://www.jlta.com.au/jdt/hertz) or on request from the Broker. If You have any queries, contact the Broker for advice.

## Schedule of Cover/Classes of Insurance

<b>Section 1 - Personal Accident</b>			
A	Death or Permanent Total Disablement by Accident	Driver	\$50,000
		Passenger	\$25,000
B	Major Permanent Disablement (as defined)	Driver	\$30,000
		Passenger	\$15,000
Excess Section 1 - \$Nil			
<b>Limitations</b>			
<b>Section 1</b> - Benefits limited to the number of seats per vehicle subject to a maximum of 12.			
<b>Section 1B.</b> - Defined as the loss of sight of one or both eyes or loss or one or more limbs or other major disability which renders the Insured Person unable to earn an income for a minimum of 12 months.			
<b>Section 2 - Medical and Additional Expenses Benefit for Non Australian Residents</b>			
A	Medical and Allied Treatment Expenses	Per person	\$2,000
B	<i>Ambulance Expenses</i>	Per person	\$1,000
C	Hospital Inpatient Benefit - Per Day max 10 days	Per person	\$200
Excess Section 2 – Nil			
<b>Limitations</b>			
<b>Section 2</b> - Benefits payable in accordance with Australian Health Insurance Act.			
<b>Section 2</b> - Benefits only available to Non Australian Residents.			
<b>Section 2</b> - In the event that any other Insurance exists to provide compensation for the loss sustained, cover under this policy will apply in excess of any other compensation to the limit of the loss.			
Limits as shown will be the limit payable under this policy.			
<b>Section 2C</b> - Limited to duration of hospitalisation subject to a maximum of 10 days per hospitalised person.			
<b>Section 3 - Personal Effects</b>			
A	Loss of Property from Rented Vehicle	Per person	\$10,000
	Maximum \$2,000 any one item, pair or set		
B	Theft following forcible entry from unattended Vehicle whilst locked	Any one event	\$10,000
Excess Section 3 – Nil			
<b>Limitations</b>			
<b>Section 3 A</b> – Basis of settlement – replacement value.			
<b>Section 3 B</b> – Requires the entry to be forcible, and that the items were in the boot, luggage space or glove compartment.			
<b>Section 3</b> - In the event that any other Insurance exists to provide compensation for the loss sustained, cover under this policy will apply in excess of any other compensation to the limit of the loss.			
Limits as shown will be the limit payable under this policy.			
<b>Limitations All Sections</b>			
The maximum amount of all claims for all sections payable from a single event will be \$350,000 per rented vehicle			
<b>All sections</b> - Benefits are only payable to occupants of the rented vehicle			

## Important Notes about this Policy

### General Conditions:

There are a number of General Conditions Applicable to all Policy Sections, some of these are stated below, however, to ascertain all of the conditions including those which are you should refer to the Policy and read it carefully.

- In the event that any other insurance exists to provide compensation for the loss sustained, cover under Section 1 – Additional Expenses Benefit for Overseas Visitors or Section 2 of this policy will apply in excess of any other compensation to the limit of the loss. Limits as shown will be the limit payable under this policy.

### General Exclusions:

There are a number of General Exclusions Applicable to all Policy Sections, some of these are stated below, however, to ascertain all of the conditions including those which are you should refer to the Policy and read it carefully.

This policy does not provide insurance cover

1. For war, invasion, acts of foreign enemies, hostilities or warlike operations.
2. For any act(s) of Terrorism.
3. For radioactivity.
4. If the Accident loss or damage occurs outside Australia.
5. If the Accident loss or damage does not occur within the Period of Insurance.
6. If the number of Passengers carried and/or the weight of the goods carried in the Vehicle is in excess of the manufacturer's designed capacity for such Vehicle.
7. Arising from the consequences of an Insured Person (other than a passenger) at the time of the Accident giving rise to a claim being under the influence of intoxicating liquors or drugs unless taken on the advice of a Medical Practitioner and not for the treatment of drug addiction.
8. Arising from any violation in the Conditions of Use of the Vehicle hired from the Policyholder as described in the Terms and Conditions of the Rental Agreement unless an Insured Person or their legal representative satisfy the Insurer that the Accident was totally unconnected with such violation.
9. Arising from an Accident whilst engaged in motor rallies or competitions or motor racing of any kind.
10. Arising from consequential loss of any kind suffered by an Insured Person.

### Additional Exclusions applicable to Sections 2

There are a number of Exclusions Applicable to Policy Section 1, some of these are stated below, however, to ascertain all of the exclusions including those which are you should refer to the Policy and read it carefully. Cover may not be provided for a Member:

1. For any act of intentional self-inflicted injury, suicide or attempted suicide or an Insured Persons own criminal act.
2. Who is travelling against the advice of a Medical Practitioner.
3. Arising from a pre-existing illness, disease, depression or physical defect, infirmity or medical condition suffered by an Insured Person.
4. Who suffers from sickness or disease not directly resulting from Bodily Injury.
5. Arising directly or indirectly from any death injury illness expense or other liability attributable to Human Immune Deficiency Virus (HIV) and/or any HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused.
6. While a passenger travelling in a goods-carrying Vehicle otherwise than when sitting in a seat permanently fitted to the Vehicle.

### Additional Expenses Benefit for Non Australian Residents

If an Insured Person, who is not an Australian Resident, whilst getting into, travelling in or getting out of any Vehicle hired from the Policyholder suffers Bodily Injury as a result of an Accident the Insurer will pay all medical expenses necessarily incurred up to but not exceeding in all the sum specified in the Schedule of Benefits in respect of all claims arising from any one Period of Insurance.

Medical expenses include the cost of medical, surgical or other remedial attention, treatment or appliances given or prescribed by a Medical Practitioner.

## Special Conditions and Exclusions applicable to Additional Expenses Benefit

There are a number of Conditions/Exclusions Applicable to this additional benefit, some of these are stated below, however, to ascertain all of the Conditions/Exclusions including those which are you should refer to the Policy and read it carefully.

The insurer will not pay:

1. Medical expenses incurred in respect of the rendering in Australia of a professional service for which a Medical benefit is payable.
2. Ambulance Expenses that are recoverable under any other policy, however the Insurer will pay the excess of any other compensation payable up to the limit of the loss.
3. Any Medical expenses incurred more than 24 months after the need for treatment arises.
4. For claims that are not deemed medically necessary by the attending Medical Practitioner.
5. The cost of any elective (non-emergency) treatment or surgery, including exploratory tests, which are not directly related to the injury which necessitated the Insured Persons admittance into hospital.
6. Any additional hospital costs arising from single or private room accommodation unless medically necessary.
7. For treatment for cosmetic purposes.
8. For treatment or services provided by a health spa, convalescent or nursing home or rehabilitation centre.
9. For hospitalisation benefits in excess of 10 days each hospitalised person.
10. The cost of any medical expenses that is in breach of any Health Act or legislation preventing the Underwriters paying these costs

## Special Conditions and Exclusions applicable to Section 3.

There are a number of Conditions/Exclusions Applicable to this additional benefit, some of these are stated below, however, to ascertain all of the Conditions/Exclusions you should refer to the Policy and read it carefully.

1. An Insured Person shall act at all times as if uninsured and shall exercise reasonable care for the safety and supervision of his/her Property and in the event of loss or damage hereunder an Insured Person shall take all reasonable steps to protect save and/or recover any damaged or lost Property.
2. The Insurer may at its own expense take proceedings on behalf of and in the name of an Insured Person for the purpose of recovering compensation or obtaining indemnity from any third party in respect of any loss or damage covered by this section of the Policy. Any amount so recovered or indemnity so obtained shall belong to the Insurer.
3. The Insurer has the option either to pay an insured Person for the loss, or to replace, reinstate or repair the items concerned. If an item of Property is damaged beyond economical repair a claim will be dealt with as if such item had been lost.
4. If the Items of Property damaged or stolen forms part of a Pair or Set the Insurer will only pay the value of the item itself. The maximum amount payable is the value of the item as a proportion of the combined Pair or Set.
5. All loss or damage attributable to theft or vandalism be reported to the local police or appropriate authority as soon as possible after the discovery of the loss and a written acknowledgement of the report obtained.

The insurer will not pay any claim arising out of:

1. Loss or damage to:
  - a. Cash, credit or debit cards, travellers cheques, valuable documents or papers, deeds, securities, tickets or stamps;
  - b. Unset precious stones, articles made of or containing gold, silver or other precious metals or animal skins or hides;
  - c. Articles belonging to the Policyholder;
  - d. Trade samples;
  - e. Animals; or
  - f. Items of a perishable nature.
2. The breakage of fragile articles including but not limited to, audio, video, visual or computer equipment unless caused by fire or road accident.
3. Scratching rubbing or abrading of an item of Property unless caused by collision or the overturning of the Vehicle.
4. Mechanical or electrical breakdown or derangement.

5. Loss or damage caused by inherent defect, depreciation, wear and tear, moths, vermin, weather or atmospheric conditions.
6. Loss or damage directly caused by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
7. Theft of Property when in a Vehicle left unattended unless such Vehicle has all points of access closed and secured by the locks and other protections thereon and has all keys removed from such Vehicle.
8. Theft of Property from a roof, boot luggage rack, open utility or commercial vehicle storage area.
9. Theft of Property unless the Property is locked in the Vehicle and out of sight and forcible entry was used to gain access to the Vehicle.
10. There is no cover for Valuables left in a Vehicle overnight.
11. Delay, confiscation or detention by customs or other officials or authorities.

# The JLT (Hertz PA-PE Cover) 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:**

1. 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;
2. 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;
3. 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;

# The JLT (Hertz PA-PE Cover) Discretionary Trust Arrangement

## PDS Section 4 – JLT Discretionary Trust Scheme Rules

The Scheme Rules sets out a Member's rights and obligations under the JLT (Hertz PA-PE Cover) Discretionary Trust. A full version of the Scheme Rules are available at [www.jlta.com.au/jdt/hertz](http://www.jlta.com.au/jdt/hertz). The below table outlines the details covered.

The Rules	
<p><b><u>Part 1 - Interpretation</u></b></p> <p>Structure of Scheme Rules Purpose of Scheme Rules</p> <p><b><u>Part 2 – Scheme Membership Offer</u></b></p> <p>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</p> <p><b><u>Part 3 – Commencement of Cover and Closure of Accounts for Fund Periods</u></b></p> <p>Fund period Subsequent fund periods Commencement of cover Closure of Accounts for Fund period</p> <p><b><u>Part 4 – Membership Contributions</u></b></p> <p>Relevant factors in determination Time for payment Overdue payments</p> <p><b><u>Part 5 – Loss Protection</u></b></p> <p>Coverage Change to scope of protection Recourse to scheme assets only Payment of Claims Reimbursable deductible</p>	<p><b><u>How to Make a Claim</u></b></p> <p>If a Claim needs to be made on the Scheme Cover</p> <p><b><u>Part 6 – Scheme Membership</u></b></p> <p>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</p> <p><b><u>Part 7 – Member's Default and Cancellation of Membership</u></b></p> <p>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</p>

## Proprietary Nature of Proposal

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The Product Issuer of the:  
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Preparation Date 29 October 2018

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