

# Product Disclosure Statement (PDS)

United Firefighters Union of  
Australia – Victorian Branch  
Discretionary Trust

Publication date: 27 August 2024

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# Welcome

## What is this document?

This Product Disclosure Statement (PDS) is designed to assist you to understand the Discretionary Trust and to help you decide whether to become a Member of the Discretionary Trust. You should read this PDS carefully before making your decision.



# Definitions

Reference throughout this document to:

<b>A</b>	Advocate	means United Firefighters' Union of Australia – Victorian Branch (ABN 74 030 569 265).
	ARMS	means Alternative Risk Management Services Pty Ltd ABN 70 649 963 191, AFSL 530893.
<b>C</b>	Claim	means any claim made by a person or entity on the Discretionary Trust.
	Claimant	means the Member who lodges a Claim.
	Cooling Off Period	means the period of fourteen (14) days after the date of payment of Membership Contributions during which a Member may cancel their cover.
<b>D</b>	Discretionary Trust	means the United Firefighters Union of Australia – Victorian Branch Discretionary Trust.
<b>F</b>	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 Trust Cover during which Claims will be considered by the Trustee. The Fund Period is 8 March 2024 to 8 March 2025. Individual Member cover is always subject to the Period of Cover (as defined below).
<b>G</b>	GST	means the goods and services tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
<b>I</b>	Individual Member's Deductible	means the amount of any Claim payable by a Member before the Trust Cover or Insurance Cover will respond.
	Insurance Broker	means Howden Insurance Brokers (Australia) Pty Ltd ABN 79 644 885 389, AFSL 539613.
	Insurance Cover	means the insurance cover, which is purchased by the Trustee for the Discretionary Trust and its Members.
	Insurance Policy	means the document/s issued by the Insurer which contains the terms and conditions of the Insurance Cover.

## M

**Insurer** means the insurer identified in section 2 of this PDS and as specified in the Insurance Policy.

**Member** means a person who is a member of the United Firefighters' Union of Australia – Victorian Branch or an employee who is covered by the Fire Rescue Victoria Operational Employees Interim Enterprise Agreement 2020 or any agreement which directly replaces that agreement, that is admitted as a member of the Discretionary Trust.

## P

**Membership Contributions** means the contributions payable by Members as detailed in this PDS, under 'Fees, Expenses and Charges'.

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

**Period of Cover** means the period a Member is covered. The Period of Cover commences after the Member is admitted as a Member of the Discretionary Trust. The Period of Cover ends on the expiry date of the Fund Period, being 8 March 2025 at 4pm local time or when a Member no longer makes Membership Contributions, or when a Member is no longer a Member, whichever is earlier.

**Prospective Member** means an incorporated body, person, company, trust or other legal entity who is entitled to be, but has not yet been, admitted as a Member of the Discretionary Trust.

## T

**Tax Invoice** has the same meaning as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

**Trust** means the trust established under the Trust Deed.

**Trust Cover** means the discretionary cover component of the Discretionary Trust, which is not insurance. This is usually limited in value per event as well as in the aggregate for the Fund Period. Cover may also be limited in the time required for a Claim to be lodged on the Discretionary Trust.

**Trust Deed** means the deed establishing the Trust and by which ARMS declares itself as Trustee and manager thereof (as amended from time to time). A copy of the Trust Deed may be made available to Members or Prospective Members upon request to the Insurance Broker or the Trustee.

**Trustee** means ARMS as the trustee and scheme manager of the Trust.

# General Information

If the Prospective Member decides that the cover provided under the Discretionary Trust is suitable, the amount as detailed in this PDS under 'Fees, Expenses and Charges' should be paid.

This Discretionary Trust is subject to the Cooling Off Period.

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## This Discretionary Trust has been arranged by:

### **Howden Insurance Brokers (Australia) Pty Ltd**

Level 23, 20 Bond Street

Sydney NSW 2000

Telephone: +61 1300 904 503

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

### **The Advocate's details are:**

United Firefighters' Union of Australia – Victorian Branch

408 Brunswick Street

Fitzroy VIC 3065

Telephone: +61(0)3 9419 8811

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

Alternative Risk Management Services Pty Ltd

ABN 70 649 963 191

Level 23, 20 Bond Street

Sydney NSW 2000

Telephone: +61 1300 904 503

The Trustee is authorised under its own Australian Financial Services Licence 530893 to provide certain financial services in relation to this Discretionary Trust to the Members including issuing interests in the Discretionary Trust. The respective roles of the Trustee and the Insurance Broker are set out in detail in the FSG.

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# Section 1:

## Member information

### United Firefighters Union of Australia – Victorian Branch Discretionary Trust Overview

The Discretionary Trust is made up of two parts:

**1**

#### The Trust Cover

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This is risk cover, but it is not insurance because the Trustee has discretion as to whether or not to pay a Claim and how much to pay.

**2**

#### The Insurance Cover

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The Insurance Cover, which is insurance. A Member has a third-party beneficial interest in the Insurance Policy which is purchased by the Trustee for the Discretionary Trust and its Members.

**The Discretionary Trust has been established to help manage the Members' risk of:-**

- 1. Loss of income, death and disability due to injury or sickness 24 hours a day, seven days a week.**
- 2. Accidental dental injuries 24 hours a day, seven days a week.**
- 3. Broken bones due to injury 24 hours a day, seven days a week.**
- 4. Requiring emergency ambulance services. The Trust will reimburse membership costs to Members for their membership with Ambulance Victoria (ABN 50 373 327 705).**

There are risks that a Prospective Member or a Member should be aware of associated with the Discretionary Trust including:

1. The payment of benefits under the Trust Cover is at the discretion of the Trustee which means that the Trustee may exercise its discretion not to pay a Claim.
2. The Insurance Cover component has various conditions and exclusions. Therefore, if a Claim is in excess of the Individual Member's Deductible and the Trust Cover, 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.
3. Renewed membership of the Discretionary Trust is at the discretion of the Trustee and a Member's cover may cease after the expiry of the Period of Cover if renewed membership is not offered. If this happens, a Claim cannot be made for an event occurring after the expiry of the Period of Cover.
4. Should the funds within the Trust reach zero, a Claim cannot be paid under the Trust Cover, even if it is within the Period of Cover. However, the Claim may be addressed by the Insurance Cover (subject to its various conditions and exclusions).
5. The Ambulance Victoria (ABN 50 373 327 705) membership is subject to limitations, exclusions and conditions. Please contact Ambulance Victoria for further information regarding membership on +61 1300 366 141.

A Prospective Member can become a Member of the Discretionary Trust by making the payment of the Membership Contributions by salary and/or wage deduction. The Insurance Broker will forward the Membership Contribution to the Trustee.

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

Membership of the Discretionary Trust is for the Period of Cover, unless cancelled earlier. A Claimant is entitled to lodge a Claim for events which occur after the Prospective Member becomes a Member and during the Period of Cover, but no later than 6 months after the expiry of the Fund Period.

At the end of the Period of Cover the membership of each Member under the Discretionary Trust ceases and the Member ceases to be covered. Where applicable, the Trustee will determine and advise the Member and the Advocate in writing not later than 14 days prior to the end of the Period of Cover whether the Member will be offered renewed membership for the next period of cover and if so, the terms of cover and the terms of the Trust Cover and to the extent possible, the Membership Contribution payable.

If the Trustee accepts a Claim, the Claimant must pay the Individual Member's Deductible as shown below and in the Insurance Policy (where it may be referred to as an 'excess', 'deductible', 'excess period, as applicable). At the Trustee's discretion, the Trustee may pay the Claim and all associated expenses incurred under the Trust Cover.

Once the Trust Cover is exceeded, the Trustee will refer the Claim to the Insurer for the Insurer to decide whether or not to pay the Claim in accordance with the Insurance Cover (see below).

The Discretionary Trust is neither authorised under nor subject to the Insurance Act 1973 (Cth), nor is it regulated by the Australian Prudential Regulation Authority ("APRA").



Upon the closing of each Fund year, any surplus in the Fund will be disbursed for the benefit of the majority of the Members of the Fund, at the discretion of the Trustee in consultation with the Advocate.

This could be applied in the following ways:

- As a rebate on contributions for subsequent years; or
- For expenditure on administrative or operational issues relevant to the Discretionary Trust; or
- On issues, which are relevant to Members and/or Member's businesses or which advance the purposes of the Discretionary Trust generally.

The Trustee and Advocate can dissolve the Trust after the expiry of the Fund Period. Upon dissolution of the Trust, any fund balance remaining after payment of all liabilities of the Trust must be paid to the Victorian Professional Firefighters Foundation Ltd ABN 74 635 559 330 provided it is registered as a deductible gift recipient, to which gifts must be deductible in accordance with the Australian taxation legislation or if it has not been registered, a charity at the Trustee's discretion to which gifts are deductible in accordance with the Income Tax Assessment Act 1997.

## Additional Benefits and Risks

The Discretionary Trust also provides Members with access to:

1. a contribution towards health insurance premiums and the payment of hospital excesses, both paid to GU Health, a business of nib health funds limited (ABN 83 000 124 381) (GU Health) for Members who have accepted the GU Health United Firefighters Union of Australia – Victorian Branch Health Plan for Residents product offering ('GU Health offering') for singles or families.
2. the ARAG Private UFU Legal Expense Insurance Policy (ARAG Policy), by paying the premium for this insurance policy, whereby the benefits are available to Members. This insurance policy is underwritten by HDI Global Specialty SE – Australia ABN 58 129 395 544, AFSL 458776 (HDI) whereby ARAG Services Australia Pty Ltd ABN 14 627 823 198, AFSL 513547 (ARAG) has certain delegated authorities granted to it by HDI.

The risks involved with the above benefits are as follows:

1. the GU Health offering is subject to fund rules, benefits, limits, excesses and other conditions, which may be viewed at <https://www.guhealth.com.au/information-for-gu-health-members>, 'Your Membership Guidelines'. Please contact GU Health for further information at either +61 1800 249 966 or email [corporate@guhealth.com.au](mailto:corporate@guhealth.com.au). There is no Trust Cover or Insurance Cover with respect to the GU Health offering; and
2. the ARAG Policy came into effect from 1 April 2024 and is subject to terms, conditions, limits, excesses and exclusions. It may be viewed at <https://www.howdengroup.com.au/en/UFUVIC-important-documents>. Please contact ARAG for further information at either +61 (0)2 8066 0162 (press 2 as a policy holder) or by emailing [contact@arag.com.au](mailto:contact@arag.com.au). There is no Trust Cover or Insurance Cover with respect to the ARAG Policy.

# Individual Member's Deductible

The terms used in this section have the same definitions as those within the Insurance Policy, where not already defined in this PDS.

On any Claim accepted by the Trustee, the Member will have to satisfy the following Individual Member Deductible before the Trust Cover will respond:

- First 7 days of disablement.

Where any Individual Member Deductible is described as a period of time, it shall be subject to the conditions contained in the Insurance Policy, which is available on request from the Insurance Broker.

**For any Claim in excess of the Individual Member's Deductible and the Trust Cover, the Insurance Cover and any applicable deductibles/excesses may come into play.**

## Trust Cover

Due to the Trustee's discretion, a Claim can be lodged under the Trust 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.

A benefit of the discretionary Trust Cover is that Claims, which may not be covered under the Insurance Policy wording of the Insurance Cover may be paid by the Trustee, subject to this being for the benefit of the Members. However, the Trustee, in its sole discretion, may not exercise its discretion in favour of the Claimant. For details of further risks associated with this product, please refer to Section 1 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. The Trustee must settle each Claim in accordance with the merits of the Claim.

## Insurance Cover

Insurance is purchased by the Trustee for the Discretionary Trust and its Members and provides cover for a Claim, which is:

1. in excess of the Individual Member's Deductible and the Trust Cover; and
2. subject to the Insurance Policy terms and conditions.

Certain details of the Insurance Cover can be found in Section 2 of this PDS. A copy of the Insurance Policy is available on request from the Insurance Broker.

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

## Making a Claim

All Claims or potential Claims must be notified to the claims team as soon as possible but no later than 6 months after the expiry date of the Fund Period. A claim form can be obtained online at <https://www.howdengroup.com/au-en/UFUVIC-important-documents>, or by contacting the Insurance Broker or claims teams.

## Service Provider Details

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

- **Claims Management and Risk Management Services:** Claims X Pty Ltd, ABN 57 649 962 701, AFS Licence No. 530894, e-mail [claims.aus@claimsx.com.au](mailto:claims.aus@claimsx.com.au) or telephone: + 61 1300 375 723.
- **Insurance Broker:** Howden Insurance Brokers (Australia) Pty Ltd, ABN 79 644 885 389, AFS Licence No. 539613. Telephone: +61 1300 904 503.
- **Auditor:** BDO Audit (SA) Pty Ltd, Level 7, 420 King William Street, Adelaide SA 5000.
- **Bank:** ANZ Banking Group
- **Legal Advisers:** Thomson Geer Lawyers, 19 Gouger St, Adelaide SA 5000.

## Fees, Expenses and Charges

The membership fee is \$55.22 inclusive of GST and other relevant taxes or levies, per Member, per week.

The cost of membership includes costs and fees paid to third parties, to provide professional and other support services to assist with the risk management and administration of the Trust.

## Reports

The accounts of the Trust are audited annually by an external auditor. A Member may 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 a Member upon request. The Trustee must ensure the Members have reasonable access, which may include the uploading of such information to a designated website, data room or another form of digital server.

In preparation of the Discretionary Trust's annual financial report, the Trustee will declare Members' detailed claims data to the service providers referred to above under "Service Provider Details".

# Complaints Handling

If a Member or Claimant has a complaint about this Discretionary Trust, including but not limited to a complaint about any non-payment of a Claim by the Trustee, they can communicate it to the Trustee or the Insurance Broker in the first instance.

Alternatively, if the Member or Claimant is not satisfied with the outcome, they may request a review of the decision by notifying: -

<b>The Complaints Officer</b>	
Free call:	+61 1300 904 503
Mail or in person:	Level 23, 20 Bond Street, Sydney NSW 2000
Email:	complaints.pacific@howdengroup.com

The complainant will be asked to provide comprehensive details to help investigate their complaint. All information will be treated in the strictest confidence. The complaints officer will review the complaint and contact the complainant if additional information is required. The complaints officer will provide the complainant with a response to the complaint within the timeframes required by the law.

The Trustee is a member of an approved external dispute resolution scheme designed to provide independent assistance to the complainant, namely the Australian Financial Complaints Authority (AFCA). Subject to eligibility, the AFCA provides a free service for consumers with complaints concerning the financial services industry. If the complainant is dissatisfied with the way in which the complaint is handled by the complaints officer, they can refer the complaint to the AFCA.

<b>Australian Financial Complaints Authority (AFCA)</b>	
Free call:	+61 1800 931 678
Mail or in person:	Australian Financial Complaints Authority GPO Box 3, Melbourne, VIC 3001
Email:	info@afca.org.au

The matter will then be reviewed by the AFCA.

# Privacy

The Insurance Broker and the Trustee (together, we) are committed to protecting privacy and are bound by the Australian Privacy Principles for the handling of personal information.

The Insurance Broker's Privacy Policy can be viewed on the Internet at <https://www.howdengroup.com/au-en/privacy-policy> or is available on request from the Insurance Broker.

The Insurance Broker collects personal information about individuals connected with Members directly. The Trustee collects personal information about individuals connected with Members through the Insurance Broker.

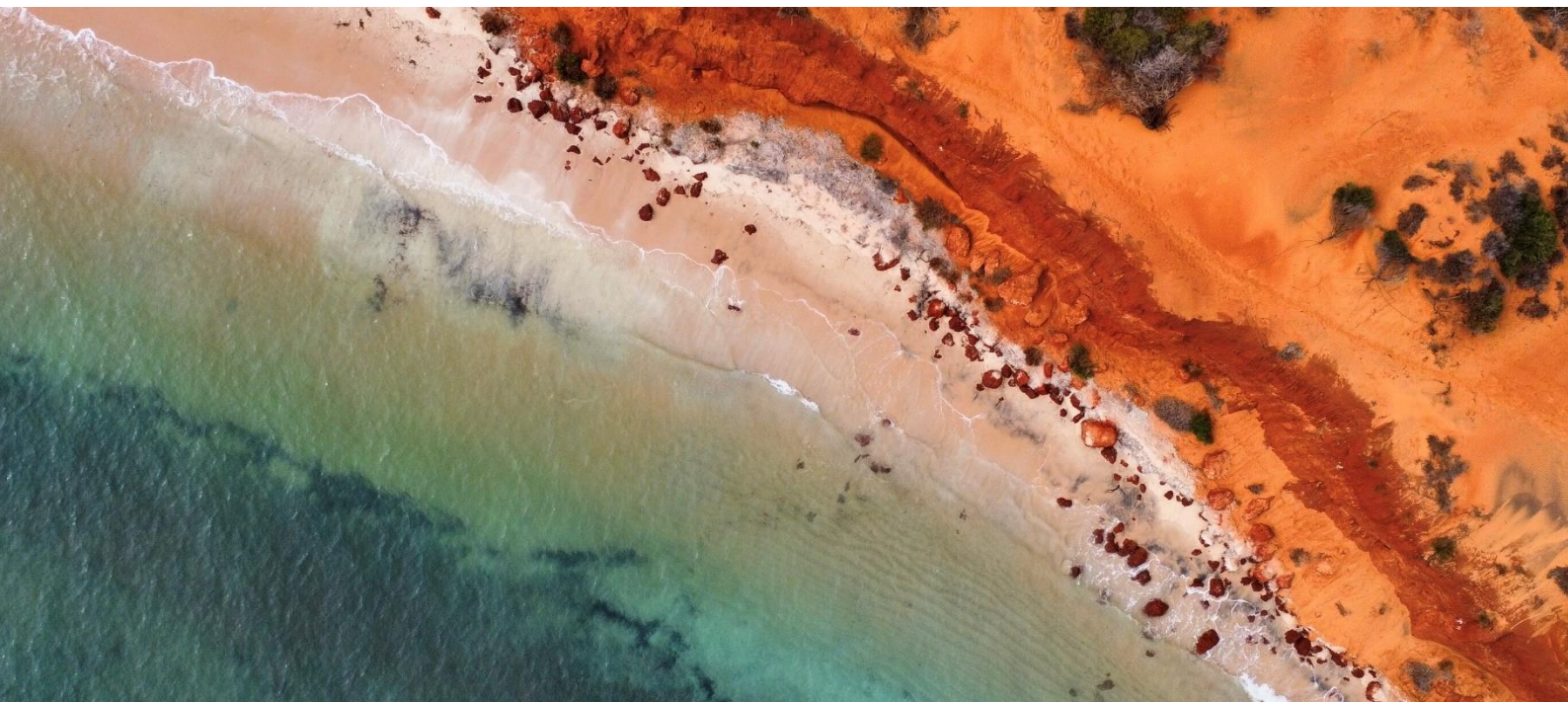
We collect personal information for the purpose of operating the Trust. If we are not provided with the requested personal information, we may not be able to admit an applicant as a Member of the Trust and we may not be able to process a Claim. We usually disclose personal information about individuals connected with Members to (re)insurers.

We may disclose personal information about individuals connected with Members to other Howden group companies.

We may also disclose personal information to contractors who supply services to us and the providers of our administration and broking systems which are maintained by organisations in Australia, New Zealand, Europe, the Philippines and Vietnam.

In administering the Discretionary Trust, we may declare Members' detailed claims data to all Members, the Advocate and service providers referred to in Section 1 under "Service Provider Details".

We will disclose personal information which we hold about individuals connected with Members upon written request by the individual concerned. If we receive a written complaint about the collection or handling of personal information, we will try to respond within 30 days.



# Section 2:

## Insurance Cover Information

For full details of all covers, limitations, exclusions or conditions, please ensure you carefully read the Insurance Policy, which is available on request from the Insurance Broker.

### Insurance Cover

The Insurance Cover is placed in excess of the Individual Member's Deductible and the Trust Cover. The cover provided by the Insurer is governed by the Insurance Policy terms and conditions. Any claim against the Insurance Cover is not subject to the Trustee's discretion.

### Contact Details

For advice relating to the Insurance Cover, simply phone the Insurance Broker whose details are given under 'General Information' within this PDS.

### Insured

Alternative Risk Management Services Pty Ltd as trustee for The United Firefighters Union of Australia – Victorian Branch Discretionary Trust and its Members are the insured under the Insurance Policy. A statutory right to make a claim under the Insurance Policy may also arise pursuant to section 48 of the Insurance Contracts Act 1984 (Cth), where the claimant is specified or referred to in the Insurance Policy as a person to whom the insurance cover extends.

### Insurer

Arch Underwriting at Lloyd's (Australia) Pty Ltd for and on behalf of Certain Underwriters at Lloyd's.

Sydney: Level 10, 155 Clarence Street, Sydney NSW 2000

Melbourne: Suite 11.02, Level 11, 360 Collins Street, Melbourne VIC 3000

ABN 27 139 250 605

AFSL 426746

### Period of Insurance

Please refer to the Policy Wording or contact the Insurance Broker.

### Classes of Insurance

Personal Accident.

The product issuer of the United Firefighters Union of Australia – Victorian Branch Discretionary Trust ABN: 39 797 249 936 is:

Alternative Risk Management Services Pty Ltd

ABN 70 649 963 191 AFS Licence 530893

Level 23, 20 Bond Street,

SYDNEY NSW 2000