

# Product Disclosure Statement (PDS)

EQT TWS

Discretionary Trust

Effective date: 31 August 2025

EQTTWS250831

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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. The Tax Invoice and the PDS make up the Product Disclosure Statement. You should read this PDS carefully before making your decision.



# Definitions

Reference throughout this document to:

<b>A</b>	ARMS	means Alternative Risk Management Services Pty Ltd ABN 70 649 963 191, AFSL 530893.
<b>C</b>	Claim	means any claim made by you on the Discretionary Trust.
	Cooling Off Period	means the period of fourteen (14) days after the date of payment of Membership Contributions during which you may cancel your cover and receive a full refund of your Membership Contribution.
<b>D</b>	Discretionary Trust	means the EQT TWS 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 31 August 2025 to 31 August 2026. 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 you 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.

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**Member** means you, subject to making Membership Contributions and being admitted as a member of the Discretionary Trust.

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**Membership Contributions** means the contributions payable by you as detailed in the Tax Invoice.

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## N

**Native Title Trust Properties** means any of the following:

- Australian Executor Trustees ATF Eastern Guruma Charitable Trust No.2;
- Australian Executor Trustees Ltd as Trustee for Plan B Trustees Aboriginal Peoples Trust - Dambimangari Project Fund;
- Australian Executor Trustees Ltd as Trustee for The Nyiyaparli Native Title Charitable Trust;
- Australian Executor Trustees LTD The Trustee for the Wajarri People's Trust;
- Australian Executor Trustees Ltd as Trustee for Banjima Charitable Trust;
- Australian Executor Trustees Ltd as Trustee for The Gnaala Karla Booja;
- Australian Executor Trustees Ltd as Trustee for Banjima Charitable Trust;
- Australian Executor Trustees Ltd as Trustee for The Gnaala Karla Booja;
- Australian Executor Trustees LTD The Trustee for the Ballardong Charitable Trust; or
- any other trust properties identified as Native Title Trust Properties.

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## P

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

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**Period of Cover** means the period shown in the Tax Invoice (issued after the membership offer is accepted) which states the period during which you are covered. This is often described as 'Period of Insurance' in the Tax Invoice.

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## T

**Tax Invoice** has the same meaning as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) and which will include details of the amount payable, including GST, by you if you decide to become a member of the Discretionary Trust.

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

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**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.

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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 you upon request to the Insurance Broker or the Trustee.

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

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Y

You, Your means Equity Trustees Wealth Services Limited (ABN 33 006 132 332) including its successors and permitted assignees.

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# General Information

If you decide that the cover provided under the Discretionary Trust is suitable, the amount as detailed on the Tax Invoice should be paid.

The Tax Invoice will be sent separately.

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.

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 you 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

### EQT TWS 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 a 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. You have a third-party beneficial interest in the Insurance Policy which is purchased by the Trustee for the Discretionary Trust and you.

**The Discretionary Trust has been established to help manage your risk of loss or damage to property and consequential loss.**

There are risks that you 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, 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).

You may become a member of the Discretionary Trust by making the payment of the Membership Contributions within the date specified on the Tax Invoice , or such longer period as is determined by the Trustee. The Insurance Broker will forward the Membership Contribution to the Trustee.

The Trustee pools the Membership Contributions of the Member 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. You are entitled to lodge a Claim for events which, occur after you become a member, during the Period of Cover, but no later than 5 months after the expiry date of the Period of Cover.

At the end of the Period of Cover your membership under the Discretionary Trust ceases and you cease to be covered. The Trustee will determine and advise you in writing not as soon as reasonably practical prior to the end of the Period of Cover whether you 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, you 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', 'time deductible', 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, any surplus in the Discretionary Trust will be disbursed for your benefit.

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 you and/or your businesses or which advance the purposes of the Discretionary Trust generally.

The Trustee can dissolve the Trust after the expiry of the Fund Period. Upon dissolution of the Trust, any Fund balance remaining after payment of all liabilities of the Trust must be paid to a charity at the Trustee's discretion to which gifts are deductible in accordance with the Income Tax Assessment Act 1997 (Cth).

# 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 or the Insurer, you shall bear the following Individual Member Deductible in respect of each claim or series of claims arising from the one event before the Trust Cover or Insurance Cover shall respond:

## **Material Loss or Damage (except as otherwise stated below)**

Earthquake, Subterranean Fire or Volcanic Eruption:

- (a) \$20,000; or
- (b) an amount equal to 1% of the total Declared Values for Property Insured at the Situation where the loss occurs;

whichever is the lesser.

All other Claims - \$1,000

## **Material Loss or Damage to Native Title Trust Properties above the 26<sup>th</sup> parallel**

Cyclone – Property with total declared values less than \$5 million	\$25,000
Cyclone - Property with total declared values greater than \$5 million	\$50,000
Malicious Damage and/or Fire Claims from riots, strikes, civil commotion or any intentionally lit fire	\$10,000
All other Claims	\$1,000

Please contact your Insurance Broker and refer to the Insurance Policy to understand the terms, conditions, limits, exclusions and cover available in relation to consequential loss. If cover is available for certain categories of consequential loss, you shall bear the following amount(s) in respect of each claim or series of claims arising out of any one event before the Trust Cover or Insurance Cover will respond:

## **Consequential Loss**

Public Utilities	48 hours
Premises in the Vicinity (Prevention of Access)	48 hours
Infectious or Contagious Diseases; Vermin, Pests or Defective Sanitary Arrangements; Food or Drink Poisoning; Murder, Suicide	48 hours
Unspecified Suppliers' and/or Customers' Premises (Australia & New Zealand) (Single Limit) (B)	48 hours

Unspecified Suppliers' and/or Customers' Premises (Worldwide) (B) 48 hours

All other Claims \$1,000

For further information, please contact your Insurance Broker.

Should more than one Individual Member Deductible apply for any claim or series of claims arising from the one event, such Individual Member Deductible shall not be aggregated and the highest single level Individual Member Deductible shall apply.

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

## 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 your benefit. However, the Trustee, in its sole discretion, may not exercise its discretion in your favour. 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 you 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 you.

## Making a Claim

All Claims or potential Claims must be notified to the claims team as soon as possible but no later than 5 ms after the expiry date of the Period of Cover. The claims team's details are set out below. A claim form can be obtained by contacting the Insurance Broker or claims team.

# 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

Total cost of membership is detailed in your Tax Invoice.

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.

The cost of membership may vary due to changes in your risk during the Period of Cover, which will be outlined in subsequent tax invoices.

## Reports

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

As part of the Discretionary Trust's annual financial report, the Trustee may declare your detailed claims data to you and the service providers referred to above under "Service Provider Details".

# Complaints Handling

If you have a complaint about this Discretionary Trust, including but not limited to a complaint about any non-payment of a Claim by the Trustee, you may communicate it to the Trustee or the Insurance Broker in the first instance.

Alternatively, if you are not satisfied with the outcome, you 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

You 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 you if additional information is required. The complaints officer will provide you 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 you are dissatisfied with the way in which the complaint is handled by the complaints officer, you 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.

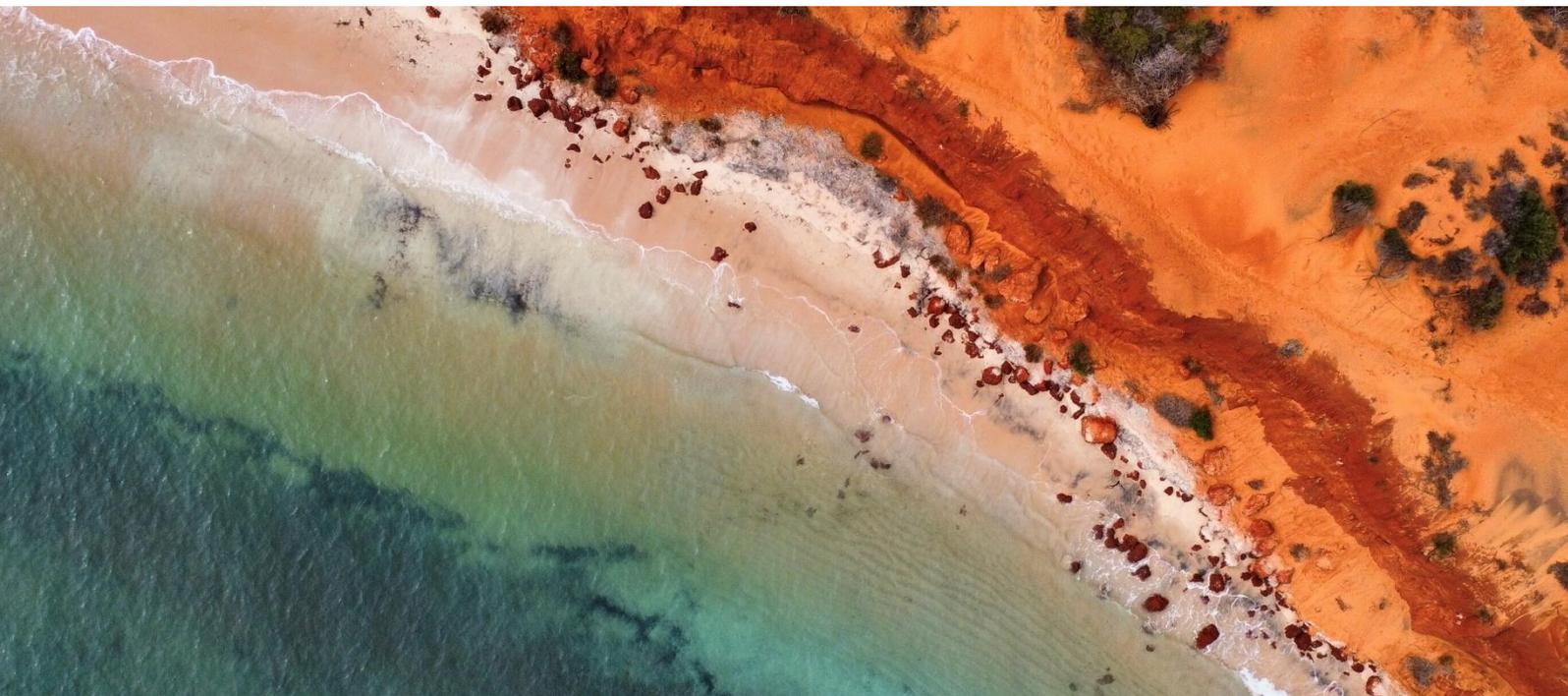
We collect personal information for the purpose of operating the Trust. If we are not provided with the requested personal information, we may not be able to admit an applicant as a member of the Trust and we may not be able to process a Claim. We usually disclose personal information about individuals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

We may disclose personal information about individuals connected with you 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, Canada, the Philippines and Vietnam.

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

We will disclose personal information which we hold about individuals connected with you 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. Further important information surrounding Insurance Cover may also be found on the Tax Invoice and Insurance Policy.

### 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 EQT TWS 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

Insurance Australia Limited trading as CGU Insurance

181 William Street  
Melbourne Victoria 3000

ABN 11 000 016 722

AFSL 227681

### Period of Insurance

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

### Classes of Insurance

Industrial Special Risks

The product issuer of the EQT TWS Discretionary Trust ABN 93 289 886 132 is:

Alternative Risk Management Services Pty Ltd

ABN 70 649 963 191 AFS Licence 530893

Level 23, 20 Bond Street,

SYDNEY NSW 2000