

IMPORTANT DOCUMENT – Please Review

Employsure Protect Renewal Information Document

1 April 2020 – 31 March 2021

Changes for the 2020/2021 Protection Period

In accordance the Employsure Protect Product Disclosure Statement (PDS), Employsure Mutual Limited may update the PDS from time to time. Listed below are the main changes to the Employsure Protect Product Disclosure Statement 2019/2020.

Part 1. Product Disclosure Statement

How to join and access Protection

New wording has been added to emphasise that any prior facts or circumstances which may reasonably give rise to a claim must be disclosed on the Employsure Mutual membership application form.

Types of Protection

New wording has been added to emphasise the existing requirement for you to seek and follow advice from Employsure when you become aware of circumstances which may give rise to a claim in order to gain the benefit of Protection.

Significant Risks

Three new paragraphs have been added to highlight the risks associated with changes to the law, the need for contributions to be up to date when a claim is made, and the importance of reading the terms and Conditions contained in Part 2.

Significant Benefits

This is a new section that highlights the benefits of Employsure Protect.

Part 2. Protection Terms and Conditions

Definitions

All definitions have been combined into one definitions section found at Part 2, Clause 1.

List of definition additions or amendments:

- Deductible (deleted)
- Employment Claim (amended to clarify that breach of General Protection provisions under Australian Law is covered)
- Incident (simplified for clarity)
- Investigation (simplified and broadened by the removal of the requirement for an “event” by You to be alleged)
- Outside Directorship (deleted – this term is not used in the protection wording)

- Senior Officer (deleted – covered by the definition of officer)

Section A – Employment Relations

Clause 3 What is Protected

New wording has been added to emphasise the existing requirement for you to seek and follow advice from EmploySure when you become aware of circumstances which may give rise to a claim in order to gain the benefit of Protection.

No deductible applies to the protection and references to a deductible have therefore been removed.

References to Securities Offering have been removed as these are not relevant to the protection offered.

Clause 4(g) Industrial Action – new exclusion added

EmploySure Mutual will not provide Protection for an Employment Claim arising from any lockout, strike, picket, stand-down or suspension, or other industrial dispute.

Clause 4(l) Property damage – new exclusion added

EmploySure Mutual will not provide Protection for an Employment Claim arising out of loss or damage to property.

Section B – Health and Safety Statutory Liability

New wording has been added to emphasise the existing requirement for you to seek and follow advice from EmploySure when you become aware of circumstances which may give rise to a claim in order to gain the benefit of Protection.

Unnecessary references to Deductible, Outside Directorships and Sanctions affected payments have been removed.

Clause 6(d) Penalties already paid - amended

The words ‘unless required by law’ have been added to provide an exception in circumstances where a fine is required to be paid prior to Protection being granted.

Clause 6 (i) Deliberate disregard – new exclusion added

EmploySure Mutual will not provide Protection for any claim which has allegedly resulted from the deliberate disregard of provisions of an Act or failure to comply with a lawful abatement notice, enforcement order or improvement notice.

Clause 7. Claims

Notification of claims

“in writing” deleted to reflect that claims may initially be notified by telephone and other means

Clause 8. Other Terms

Change in circumstances

Wording added to clarify disclosure requirements

Fraudulent misrepresentations – new exclusion added

Fraud is a crime and fraudulent claims may void the contract for protection. A new clause has been added for clarity.

Insurance policies held – new clause added

In the event of a claim, you must notify Employsure Mutual of the existence of any insurance policy or other indemnity which may cover the same loss. Employsure Mutual may only provide Protection for the loss, or portion of a loss, which is not otherwise covered by that insurance policy or indemnity.

Part 3. Financial Services Guide

This has been removed from the PDS and is provided as a separate document.