

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

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.

How to join and access Protection

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

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 deletions or amendments:

- Deductible (deleted)
- Employment Breach (clarification by addition of personal grievance and removal of infliction of emotional distress and mental anguish as an action)
- 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)

- Penalty (deleted – incorrect terminology replaced by Reparation Costs)
- Reparation Costs (added to replace the definition of penalty)
- 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 deductible have been removed.

Clause 4(7) – Insurance protection for same/similar risks

This clause has been removed from this section and dealt with in Clause 8 Other Terms (see below).

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, Retroactive Date, Outside Directorships and Sanctions affected payments have been removed.

Clause 6(7) – Insurance protection for same/similar risks

This clause has been removed from this section and dealt with in Clause 8 Other Terms (see below).

Continuous Protection

This clause has been deleted as no retroactive date is provided. Potential claims notified during prior periods of protection with the mutual are dealt with in Clause 7, notification of claims.

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 the effect of failing to comply with this clause.

Fraudulent claims

Fraud is a crime and fraudulent claims may void the contract for protection. Simplified wording has been inserted for clarity.

Fraudulent misrepresentation – new clause added

Clause added to clarify the effect of fraudulent misrepresentation.

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.