

Peninsula Protect Key Fact Sheet

About Peninsula Protect:

Peninsula Protect is a financial product issued by Peninsula Mutual Limited (the **Mutual**) exclusively available to clients of Peninsula Australia Pty Ltd, providing access to discretionary protection for employment relations and health and safety claims. The Mutual seeks to offer more affordable solutions and broader benefits to its Members as an alternative to traditional insurance. Members have the right to have a claim for Protection considered by the Board. This document does not replace existing terms and conditions in the Peninsula Protect Product Disclosure Statement (PDS).

It is important that you read the PDS for full terms and conditions.

The Benefits to having protection?

Legal risks, like all risk can cause unexpected disruption to business as well as unexpected and unbudgeted costs. The benefits of Peninsula Protect include:

- Broad protection where Peninsula's advice has been sought and followed
- Generous limits of protection
- No deductible
- Ability for the Board to exercise discretion to provide protection where a claim falls outside the protection wording

Employment Relations Protection

What is protected?



a. Employment Claims



b. Investigations

You are required to seek and follow advice from Peninsula when you become aware of circumstances which may give rise to a Claim in order to have the benefit of Protection.

What is not Protected?

- Advice not sought or followed from Peninsula
- Breach of employer obligations
- Bodily injury or property damage
- Building modifications
- Fines and penalties
- Future earnings
- Industrial action
- No protection schedule at time
- Non-pecuniary relief
- Prior or pending claims
- Territorial limitations
- Property damage
- Legislative loss

Cover Limits

Up to \$400,000 per claim
To a total of \$2 million
per protection year



Health and Safety Protection

What is protected?



Loss arising from any notice issued to You by a Regulatory Authority which alleges a Wrongful Breach by You, where the law permits*.

**Note: State or Territory Work Health and Safety laws may prohibit any form of arrangement for the payment of monetary penalties on Your behalf.*

You are required to seek and follow advice from Peninsula when you become aware of an event that may result in a Wrongful Breach or a potential Wrongful Breach which may give rise to a Claim.



What are my obligations?

- Seek and follow advice from Peninsula and meet the terms and conditions of the Product Disclosure Statement.
- To take all reasonable precautions to prevent or minimise the risk of a claim occurring under this protection and to avoid incurring unnecessary costs.
- To supply us with honest and accurate information when asked to do so.
- To follow our claims procedure as advised and provide all relevant documentation when requested.

What is not Protected?

Peninsula Mutual will not provide Protection for Defence Costs unless our written consent is obtained. We will only provide such consent if satisfied that You have reasonable grounds for defence.

- a. Excluded events
- b. Advice not sought or followed from Peninsula
- c. Joint venture
- d. Penalties already paid
- e. Prior or pending claims
- f. Strike, industrial and civil action
- g. Territorial limitations
- h. Taxes
- i. Deliberate disregard

Cover Limits

Up to \$400,000 per claim to a total of \$2 million per protection year

Frequently Asked Questions

When and how do I pay?

Your membership contribution is already included in your contract fee with Peninsula. A percentage of your Peninsula contract fee is paid to the Mutual as per your Peninsula payment schedule.

When does the cover start and end? Eg protection period

Your Peninsula Protect benefits are available to you for the duration of your Peninsula services contract (i.e. 1 year, 3 years or 5 years). Prior to the expiry of your Protection Period and expiry of your contract with Peninsula, you will receive an email reminder advising that both your Peninsula services contract and Peninsula Protection is due for renewal. Refer to your Protection Schedule for specific details.

How do I remove Protection from my Peninsula contract?

You can cancel the Protection at any time by providing us with 30 days prior written notice.