

# Peninsula Protect Key Fact Sheet

## About Peninsula Protect:

Peninsula Protect is a discretionary risk product issued by Peninsula Mutual Limited (the **Mutual**) exclusively available to clients of Peninsula Group NZ Limited, 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?



Reparation Costs and Defence Costs arising out of an Event, being an act, error or omission that gives rise to action by a Regulatory Authority under the Health and Safety At Work Act 2015.

You are required to seek and follow advice from Peninsula when you become aware of an Event or potential Event 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. Dishonest acts
- e. Prior or pending claims
- f. 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*

Peninsula Protect is active for 12 months. Prior to the expiry of your Protection you may be invited by the Mutual to renew your Protection for a further 12 months. 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.