

## IMPORTANT DOCUMENT – Please Review

### *Employsure Protect Renewal Information Document*

**1 April 2023 – 31 March 2024**

#### **Changes for the 2023/2024 Protection Period**

In accordance with 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 and take effect from the commencement date of your Protection Schedule issued on or after 1 April 2023.

#### **Contact details**

Amended Employsure Mutual Limited contact details to [employsure.mutual@employsure.com.au](mailto:employsure.mutual@employsure.com.au).

#### **Part 1**

##### **Clause 2 About Employsure Mutual and Clause 5 How Protection Works**

Deleted references to the repealed Financial Advisers Act 2008 and replaced with Financial Markets Conduct Act 2013.

##### **Clause 4 Types of Protection**

Amended this clause to add that Protection for Health and Safety provides the Member with the right to lodge a claim for Protection for Loss that may be suffered when a formal investigation is commenced by a regulatory body in relation to health and safety or when a sentence of reparation is imposed.

#### **Part 2**

##### **Definitions**

**Employee:** The definition of Employee has been amended to add the words *“Employee will also include an independent contractor who is engaged by You pursuant to an independent contractor agreement who makes a Claim alleging an Employment Breach”*.

**Loss:** The definition of Loss has been amended to add the words:

- *“Legal costs awarded against You;*
- *Lost wages awarded by the Court or Employment Relations Authority in the event of re-instatement.”*

## Section A Employment Relations Protection

### Clause 4. What is Not Protected

The following exclusion has been added:

#### *“Future Earnings*

*Any future earnings, wages, commissions, damages or economic loss You are ordered to pay pursuant to a judgment, determination or final adjudication of a court of tribunal.”*

### Clause 7. Making a Claim

#### Subheading ‘Notification of Claims’

The following has been added:

*“If a Claim is made against You during the Protection Period and You notify Us of the Claim within 21 days after the expiry of the Protection Period, We may treat the Claim as notified to Us during the Protection Period.”*

#### Subheading ‘Settlement, defence and appointment of lawyers’

The words “ex GST” have been added to clause 7g(i) to clarify that fees charged by an Appointed Representative will not exceed \$500 per hour exclusive of GST.

### Clause 8. Other Terms

#### Subheading ‘Preventing our right of recovery’

This paragraph has been amended to add that in the event a Member does not seek compensation from another person who is liable to compensate the Member for any Loss, damage or liability covered by the Protection, Employsure Mutual may determine to not accept the claim or may determine to accept the claim but reduce the payment made in contribution to that claim.

**Remember: It is a requirement that you seek and follow advice from Employsure when you become aware of circumstances which may give rise to a claim in order to have the benefit of protection. For full terms and conditions please read the Employsure Protect Product Disclosure Statement.**