

IMPORTANT DOCUMENT – Please Review

Employsure Protect Renewal Information Document

1 April 2022 – 31 March 2023

Changes for the 2022/2023 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 2022.

Part 1.

Clause 7. Membership and Protection

Amended to provide further clarification and examples regarding any change in circumstances that a member must keep Employsure Mutual informed of. Notification is required if any of the answers provided in the Mutual application form have changed, if the member's business activities or industry change or if the employee headcount has increased.

The clause has been amended to clarify that the invitation to renew protection each year is at the sole discretion of the Mutual and may be refused if the Mutual is no longer able to offer Protection due to a change in circumstances.

Clause 11. Privacy

Amended to provide clarity that authorisation is required to disclose personal information in circumstances where the information has not been obtained in connection with an employment relationship.

Part 2. Protection Terms and Conditions

Defined Terms

A new definition for Corrective Action Plan has been added.

Section B – Health and Safety Statutory Liability

Clause 6. What is not Protected

i. Deliberate disregard

New wording has been added to clarify that Loss may be excluded where it results from gross negligence.

New wording has been added to confirm that Loss may be excluded, in circumstances of deliberate disregard, for failure to comply with the Corrective Action Plan where the member had sufficient opportunity to comply, and failure to comply results in a claim.

Clause 7. Making a Claim

Settlement, defence and appointment of lawyers

Amended to state that where a claim is Protected, Employsure Mutual will appoint a representative from our panel. A member can seek consent to appoint an alternate representative only in exceptional circumstances or if there is a conflict of interest. Any alternate appointed representative must comply with requests for information, advice and must obtain instructions from Employsure Mutual in relation to management and resolution of the claim.

Clause 8. Other Terms

Change in circumstances

Amended to provide further clarification and examples regarding any change in circumstances which a member must keep Employsure Mutual informed of. This includes any material alteration to the risk during the Protection Period including, but not limited to, material change to the business activities, industry and or the number of employees.

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.