Terms of Engagement

You have appointed **Network Insurance House Pty Ltd** (ABN 19 162 437 256 | CAR No. 001317943) and/or **Network Insurance House Tasmania Pty Ltd** (ABN 64 626 787 433 | CAR No. 1266939), both conducting business under the name Network Insurance House ("NIH", "we", "us"), as your insurance broker. Both entities are Corporate Authorised Representatives of **Network Insurance House Broking Pty Ltd** (ABN 95 159 898 398 | AFSL 435538).

These Terms of Engagement ("Terms"), along with our Financial Services Guide (FSG), set out the basis on which we will provide our services to you.

Our Financial Services Guide (FSG)

Our FSG, available **here** provides important information about the services we provide, how we are paid, and our dispute resolution process. It also outlines our status as a licensed financial services provider and our professional indemnity insurance arrangements.

Our Privacy Policy

Our Privacy Policy, available **here** sets out how we handle any personal information provided to us.

Our Services

We will provide you with the following services:

- Identify and assess your risks, develop proposals, and provide advice and recommendations on your insurance requirements.
- Prepare underwriting submissions, obtain quotes from our approved insurers or portals, and negotiate terms where appropriate. We will advise you if market appetite is limited for complex risks.
- Place the agreed insurances, review policy wordings, confirm cover, and arrange for signed policies.
- Calculate, invoice, and collect premiums; adjust prior-year premiums as required.
- Review your insurance arrangements when notified of material changes, at agreed review dates, or upon renewal.
- Facilitate policy changes or cancellations as instructed.
- Assist with Insurance Premium Funding if required.
- Manage claims by notifying insurers, coordinating information, keeping you updated, advocating if claims are reduced or denied, seeking your instructions before settlements, explaining outcomes, and providing claim details to a new broker if our appointment ends.
- Advise you where we act under an insurer's arranging or claims authority and manage any conflict of interest.
- Contact you at least 14 days before policy expiry to discuss renewal and seek terms for your consideration.
- Alert you to contractual clauses (e.g., indemnities or hold harmless provisions) that may limit cover and recommend seeking legal advice where necessary.
- Provide risk management advice beyond insurance, if required.

Insurance Brokers Code of Practice

We subscribe to and are bound by the Insurance Brokers Code of Practice, available from the National Insurance Brokers Association (NIBA) at www.niba.com.au.

We usually act on your behalf and in your interests in all matters. In certain circumstances, we may act as an agent of the insurer (for example, when placing certain policies or managing claims). Where this occurs, we will notify you and explain the implications.

If we are unable to act for you due to a conflict of interest that cannot be appropriately managed, we will advise you immediately.

Continuity of Cover

In circumstances where we have taken reasonable steps to contact you prior to the expiry of your insurance, but we are unable to obtain your specific instructions, you authorise us to act as follows to ensure you remain protected:

- We may renew your existing policy with your current insurer; OR
- We may replace your existing policy with an alternative insurer.

This action will be based on your expiring policy details, coverage requirements, and your previous method of payment.

How We Will Communicate with You

Wherever possible, we will exchange information with you using email. This includes the provision of disclosure documents (including Financial Services Guides and Product Disclosure Statements), which will be sent via email or as links to our websites.

Where you have provided us with an email address, we will use that email address for all correspondence and disclosure notices.

If you do not wish to correspond with us via email or do not wish to receive disclosure documents from us in this way, please advise us and we will update our records accordingly. Occasionally, we may send you information about services or products that may be of interest to you. If you do not wish to receive this information, you can opt out by notifying us.

Your Duty of Disclosure

When you take out insurance, renew, or vary a policy you hold, you have a duty to disclosure under the Insurance Contracts Act 1984. Your duties will differ depending on the type of insurance you are taking out, renewing, or varying.

The duty not to make a misrepresentation applies to insurances that are wholly or predominately for personal, domestic, or household purpose. This duty will also apply if you are taking out a new policy and the insurer has issued a notice that it is a consumer insurance contract.

For all insurances that are not a consumer insurance contract, the duty of disclosure applies.

Duty To Not Make a Misrepresentation

Applicable to Consumer Insurance Contracts

You have a duty under the Insurance Contracts Act 1984 to take reasonable care not to make a misrepresentation to the insurer (your duty). Your duty applies only in respect of a policy that is a consumer insurance contract, which is a term defined in the Insurance Contracts Act.

Your duty applies before you enter into the policy, and also before you renew, extend, vary, or reinstate the policy.

Before you do any of these things, you may be required to answer questions and the insurer will use the answers you provide in deciding whether to insure you, and anyone else to be insured under the policy, and on what terms.

When you renew your policy, we will include information you have previously told us that is relevant to your policy, which we passed on to the insurer. The insurer requires you to contact us to tell us if this information is incorrect, or if it has changed. If you do not tell us about a change to something you have previously told us, the insurer will take this to mean that there is no change.

To ensure you meet your duty, your answers to the questions must be truthful, accurate and complete. This duty also applies when you contact us to advise of any information that is incorrect or has changed when you renew your policy.

If you fail to meet your duty, the insurer may be able to cancel your contract or reduce the amount it will pay if you make a claim, or both.

If your failure is fraudulent, the insurer may be able to refuse to pay a claim and treat the contract as if it never existed.

Duty of Disclosure

Applicable to Non-Consumer Insurance Contracts

Before you enter into an insurance contract, you have a duty to tell the insurer anything that you know, or could reasonably be expected to know, that may affect the insurer's decision to insure you and on what terms. You have this duty until the insurer agrees to insure you. You have the same duty before you renew, extend, vary, or reinstate an insurance contract.

- You do not need to tell the insurer anything that:
- reduces the risk they insure you for; or
- is common knowledge; or
- the insurer knows, or should know; or
- the insurer waives your duty to tell them about.

If you do not tell the insurer something

If you do not tell the insurer anything you are required to, they may cancel your contract, or reduce the amount they will pay you if you make a claim, or both. If your failure to tell the insurer is fraudulent, they may refuse to pay a claim and treat the contract as if it never existed.

Our Payment Terms

We will invoice you for the premium, statutory charges (GST, stamp duty, fire services levy) and any fees we charge for arranging your insurances. Your invoice will state the amount you need to pay and the date on which they are payable. Our usual payment terms are 14 days from the date shown on the invoice.

If you do not pay the premium on time, the insurer may have the right to cancel the policy. The insurer may also charge a short-term penalty premium for the time on risk.

Cancellation

We can only cancel a contract of insurance on the written instructions of a person authorised to represent each of the parties who are named as insureds. We cannot cancel any contract of insurance which is subject to the Marine Insurance Act 1909.

If a cover is cancelled prior to its expiry, we reserve the right to refund to you only the net amount we receive from the insurer and not refund any part of the brokerage and/or broker fee we received for arranging the cover.

Period Of Engagement

Unless we agree otherwise, our appointment will commence from the time you first engage our services and continue until such time as either Network Insurance House or you cancel this arrangement.

Network Insurance House

Network Insurance House
1300 655 037
enquiries@nih.com.au
nih.com.au
PO Box 3190, Tuggerah NSW 2259

Corporate Authorised Representative(s)
Network Insurance House Pty Ltd (ABN 19 162 437 256 | CAR 001317943)
Network Insurance House Tasmania Pty Ltd (ABN 64 626 787 433 | CAR No. 1266939)

Authorising Licensee
Network Insurance House Broking Pty Ltd (ABN 95 159 898 398 | AFSL 435538)

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