

1. ABOUT THIS FORM AND WHO WE ARE

1.1. This online form is operated by Network Insurance House Pty Ltd (ABN 19 162 437 256 | CAR 001317943) and Network Insurance House Tasmania Pty Ltd (ABN 64 626 787 433 | CAR 1266939). Both entities trade under the name Network Insurance House.

1.2. Both entities are Corporate Authorised Representatives of Network Insurance House Broking Pty Ltd (ABN 95 159 898 398 | AFSL 435538).

1.3. In these Terms of Use, "we", "us" and "our" means the entities listed in clauses 1.1 and 1.2, together with their directors, officers, employees, contractors and authorised representatives. "You" and "your" means the person accessing or submitting information through this form and, where applicable, the entity on whose behalf that information is submitted.

1.4. By accessing or submitting information through this form, you agree to be bound by these Terms of Use, our [Privacy Policy](#) and our [Financial Services Guide](#). Both documents are available at nih.com.au.

1.5. We may amend these Terms of Use at any time. The version published at the time of your submission applies to that submission.

2. PURPOSE AND NO AUTOMATIC BINDING OF COVER

2.1. This form is provided solely to collect or update information regarding your general insurance policies or insurance requirements.

2.2. Submitting information via this form does **not** bind, alter, extend, renew, reinstate or cancel any insurance cover.

2.3. Cover is only bound or altered when expressly confirmed in writing by an authorised representative of Network Insurance House Broking Pty Ltd. Until you receive that written confirmation, you should assume no change has been made to your cover.

2.4. This form is **not** a channel for lodging claims, notifying circumstances that may give rise to a claim, or issuing urgent instructions. Claims and urgent matters must be directed to your broker, or to Network Insurance House on 1300 655 037.

3. TIMING AND PROCESSING OF SUBMISSIONS

3.1. Submissions are reviewed during normal business hours, Monday to Friday, excluding public holidays.

3.2. Transmission of a submission does not constitute receipt by us, and receipt does not constitute acceptance or action. We do not guarantee that any submission will be reviewed or actioned within a particular timeframe.

3.3. If your request is time critical, you must contact your broker directly.

4. YOUR AUTHORITY AND THIRD PARTY INFORMATION

4.1. You warrant that you are authorised to submit the information provided, and to do so on behalf of any entity or individual named in the submission.

4.2. Where you provide personal information about another individual, including directors, employees, family members or other insureds, you warrant that you are authorised to disclose that information to us and that you have made that individual aware of our Privacy Policy and the purposes for which their information will be used.

5. ACCURACY OF INFORMATION AND YOUR DUTIES UNDER THE INSURANCE CONTRACTS ACT

5.1. You are responsible for ensuring all information submitted through this form is accurate, complete and current.

5.2. Consumer insurance contracts. Under the Insurance Contracts Act 1984 (Cth), you have a duty to take reasonable care not to make a misrepresentation to the insurer before entering into, varying, extending or renewing a contract of insurance.

5.3. All other (commercial) insurance contracts. Under the Insurance Contracts Act 1984 (Cth), you have a duty to disclose to the insurer every matter that you know, or that a reasonable person in the circumstances could be expected to know, is relevant to the insurer's decision whether to accept the risk and on what terms.

5.4. These duties apply to every person who is or may become insured under the policy, not only the person completing this form.

5.5. Failure to comply with these duties may result in the insurer reducing or refusing to pay a claim, varying the policy, or cancelling or avoiding the contract.

6. PLATFORM AVAILABILITY AND LIMITATION OF LIABILITY

6.1. While we take reasonable steps to keep this form secure and available, we do not warrant that it will be uninterrupted, timely, secure or error free.

6.2. Information submitted through online forms may be transmitted to us by email and may not be encrypted. If you are concerned about the confidentiality of any information, please contact your broker to arrange an alternative method of providing it.

6.3. To the maximum extent permitted by law, we accept no liability for any loss, damage, cost or delay arising from technical faults, transmission failures, data corruption, system outages, unauthorised third party access, or your reliance on this form as a means of communicating time critical information.

6.4. Nothing in these Terms of Use excludes, restricts or modifies any guarantee, right or remedy conferred on you by the Australian Consumer Law or any other law that cannot lawfully be excluded, restricted or modified.

6.5. Where our liability can be limited but not excluded, our liability is limited to resupplying the relevant service or paying the cost of having it resupplied.

7. PRIVACY AND DATA SECURITY

7.1. Your personal information will be handled in accordance with our Privacy Policy, available at nih.com.au, which sets out how we collect, use, store and disclose personal information in compliance with the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

7.2. Information submitted through this form may be disclosed to insurers, underwriting agencies, premium funders, reinsurers and service providers. Some of these parties, including providers who support our policy administration and broking systems, are located overseas. Further detail is set out in our Privacy Policy.

7.3. You consent to receiving communications from us electronically in connection with your submission.

7.4. To access or correct the personal information we hold about you, contact our Privacy Officer at privacy@nih.com.au.

8. GOVERNING LAW

These Terms of Use are governed by the laws of New South Wales, Australia. You submit to the exclusive jurisdiction of the courts of that State and any courts competent to hear appeals from them.