



Collection Notice

Your name, phone number, and email address provided when registering as a user of this portal is collected by the Personal Injury Commission (PIC) to communicate with you. The PIC may use this information in the course of dealing with you in respect of current and any future applications in the PIC, in which you are acting as a legal representative for a party.

Other information you provide to PIC on this portal is voluntary, and failure to provide the information may result in us not being able to deal with you. You have the right to access and correct your personal information, which you can do by contacting us at

help@pi.nsw.gov.au

Terms and Conditions – for legal practitioners

Use is limited to Certified Australian Legal Practitioners or their employees whose use is the responsibility of Certified Australian Legal Practitioners.

The Portal is an information system for submitting an application to the PIC.

Registration for use of the Portal, acquiring information by using the Portal, the provision of information by you through the Portal and the use of information from the Portal is subject to you agreeing to the following conditions:

1. Access to the Portal is on an individual person basis via an individual User ID and is limited to Australian Legal Practitioners and authorised employees of Australian Legal Practitioners acting under the direction and control of an Australian Legal Practitioner. Each time you access this Portal you declare and agree that you are an Australian Legal Practitioner or are authorised by an Australian Legal Practitioner to access the Portal.
2. You may access the Portal as an administrator to administer access of the Portal (including creating new users with permissions or access rights to applications and documents) by a law firm or insurer, or as a legal practitioner acting as a legal representative for a party to a particular dispute or support staff of such a legal practitioner, but not otherwise.
3. The Portal is an evolving system. There is no warranty that the information provided is complete, up to date or fit or sufficient for any purpose. You, the User, must carefully evaluate its accuracy, relevance, completeness and suitability for your use or purpose.
4. The Portal provides access to information about dispute applications and their supporting documents for any CTP scheme disputes between a claimant and an Insurer before the PIC.
5. You, the User, may use information provided through the Portal for the purpose of resolving the application lodged with the PIC which the User is involved in as a legal representative. There is no right to use, reproduce and adapt the information or develop derivative products from the information or to use it for other purposes.
6. To the extent permitted by law the PIC excludes any and all warranties in respect of the use of the Portal and downloading or use of information or any file through the Portal. The PIC does not warrant that any particular use of information provided

- through the Portal will not infringe the intellectual property rights of any other person or that use of the Portal will be harmless. Users assume the risk of using the Portal.
7. The PIC cannot guarantee that no virus, bug, spyware or any other harmful code or contaminants have entered the Portal. You should be aware of the risks of using the Portal. Although the PIC employs security controls to protect unauthorised access to the Portal there is a potential risk that information, documents or data are being viewed, intercepted or modified by third parties, or that user downloads contain computer viruses, disabling codes, worms or other defects. The PIC accepts no liability for any interference with or damage to your computer systems, software or data. The PIC's liability for breach of any statutory warranty is limited to the cost of provision again of the information.
 8. There is no warranty that the Portal will be available at all times or at any particular time. Operation of the Portal may be suspended or terminated and your ability to use may be suspended or withheld without the PIC being under any obligation to assign a reason or notice. The PIC does not warrant or accept any liability in relation to your ability to access the Portal or the quality, operability or accuracy of information contained in the Portal.
 9. You are responsible for ensuring the confidentiality and security of your individual User ID details and password to access the Portal.
 10. You are not to provide access to any other persons. Each person who accesses the Portal must have their own individual User ID. You are responsible for any activity conducted under your individual User ID. If you provide access rights to any other person, this will be subject to these conditions and you indemnify the PIC in respect of that access. Access rights are only to be given to a legal practitioner acting as a legal representative for a particular dispute or support staff of such a legal practitioner, but not otherwise.
 11. You warrant that you have appropriate legal authority to disclose any information provided through the Portal. You acknowledge that the PIC and a relevant insurer, claimant and any other party to a dispute through the PIC, may use the information you provide on behalf of your client through the Portal in dealing with the dispute through the PIC, and in any subsequent application or proceedings by any of the parties as to the dispute. You are responsible to ensure the information you provide is accurate and otherwise complies with the terms and conditions. You are responsible to ensure any information provided by you to the Portal is provided with appropriate consents and authorisations enabling the information to be disclosed and used as detailed in these terms and conditions.
 12. You are also responsible for the confidentiality, privacy and appropriate use of any information accessed through the Portal.
 13. You must avoid any activities that may compromise the security and stability of the Portal, the supporting technology or the data held within it.
 14. You must ensure that the language you use in messages and documents sent through the Portal is professional and appropriate.
 15. You must at all times use the Portal for the purpose it is intended.
 16. The PIC reserves the right to immediately revoke your access to the Portal if you do not comply with these terms and conditions.
 17. The PIC reserves the right to amend these terms and conditions from time to time by varying them on this website.



Personal Injury Commission

Privacy and Collection of Information

Personal and health information provided in this form is collected by the Personal Injury Commission (PIC) as required by legislation. The PIC may also use this information in dealing with you in respect of current and any future PIC applications in which you are acting as a legal representative for a party.

By using this Portal and submitting information, documents and any other materials of any nature to this Portal, you are consenting to and authorising the release, collection, use and disclosure and exchange of any personal and health information contained in such submissions, by the PIC for the purposes of a dispute and between the PIC's Assessors and other parties to the dispute.

Any personal and health information you provide will be collected, retained, used and disclosed by the PIC in accordance with (where relevant) the Privacy and Personal Information Protection Act 1988 (PPIP Act) and the Health Records and Information Privacy Act 2002 (HRIP Act), Commonwealth Privacy Act 1988, Motor Accident Injuries Act 2017.

The PIC collects, uses and discloses personal information for the purpose of the administration of the online portal, to provide you with messages relevant to your application to the PIC or relevant to an application to which you or a person on whose behalf you are acting are a party, or to allow you to update your details and for reporting purposes.

Detailed information about the ways the PIC may collect, use and disclose personal and/or health information is available at www.pi.nsw.gov.au/about-us

Under the Motor Accident Injuries Act 2017, SIRA may, despite anything to the contrary in the PPIP Act or the HRIP Act, collect, use and disclose data relating to third party policies, claims, activities and performance of insurers and the provision of health, legal and other services to injured persons.

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Publication of PIC Decisions

In accordance with section 58 of the Personal Injury Commission Act 2020, the PIC must publish decisions of the Commission, merit reviewers, review panels for merit reviewers and review panels for medical assessments including on the internet, unless it is not desirable to do so because of the confidential or sensitive nature of the information, or for any other reason.

The PIC may publish such decisions in full, or in part, or in a de-identified and anonymised format.

As a legal representative, you may request on behalf of your client that all or part of a decision be de-identified, or that part of the decision be redacted before it is published, within 7 days after the publishable decision is issued.



Personal Injury Commission

The PIC may withhold from publication all or part of a decision, regardless of whether or not you request that the PIC does, if it is desirable to do so because of the confidential or sensitive nature of the information, or for any other reason.

For more information about the publication of decisions, please see the Personal Injury Commission Rules.