



**Personal Injury
Commission**

New South Wales

Memorandum of Understanding: Complaints against medical assessors

Parties

This Memorandum of Understanding (**MOU**) is made between:

the **Personal Injury Commission** of 21/1 Oxford Street, Darlinghurst NSW 2010

And

The **Health Care Complaints Commission of New South Wales** of Level 12, 323 Castlereagh Street, Sydney

Background

1. The Personal Injury Commission (**PIC**) is an independent statutory tribunal established under s 6(1) of the *Personal Injury Commission Act 2020* (**PIC Act**) to determine personal injury disputes under the workers compensation, motor accidents and police officer support schemes in NSW.
2. Medical assessors appointed by the PIC examine injured workers or victims of motor accidents to resolve disputes about their injuries. The medical assessors review the claimant's medical history, examine the claimant and issue a binding certificate setting out their decision on the person's degree of permanent impairment or necessity for treatment.
3. The Health Care Complaints Commission (**HCCC**) is an independent body established under the *Health Care Complaints Act 1993* (NSW) (**HCC Act**). The HCCC acts in a co-regulatory environment alongside the Health Professional Councils Authority and health professional councils, including the Medical Council of NSW, and the Australian Health Profession Regulation Agency. Amongst its responsibilities, the HCCC is responsible for assessing, investigating, and prosecuting complaints under the HCC Act and the *Health Care Regulation National Law* (NSW) (**National Law**).
4. From time to time, the HCCC receives complaints from claimants concerning medical assessors following medical assessments arranged by the PIC. This MOU sets out the parties agreed approach to managing those complaints and understanding of the boundaries of their respective jurisdictions and responsibilities.

Operative Provisions

1. Definitions and interpretation

1.1 Definitions

In this MOU, except where a contrary intention appears:

AHPRA means the Australian Health Profession Regulation Agency

Commencement Date means the date this MOU is fully signed by the parties.

Commissioner means the Commissioner of the HCCC NSW appointed under the HCC Act

Confidential Information means information disclosed by one party to the other, whether before, on or after the Commencement Date, that:

- (a) is by its nature confidential
- (b) is designated by a party as being confidential,
- (c) the receiving party knows or ought to know is confidential
- (d) but does not include information that:
 - i. is or becomes public knowledge, other than by a breach of the MOU or by any unlawful means
 - ii. was already in the receiving party's lawful possession before the information was received or
 - iii. has been independently developed or acquired by the receiving party.

Personnel means officers, employees, volunteers, agents, contractors and subcontractors.

President has the meaning given to it in the *Personal Injury Commission Act 2020*.

Privacy Legislation means the *Privacy and Personal Information Protection Act 1998* and *Health Records and Information Privacy Act 2002*.

Representative means the authorised representative(s) of a party, the details of whom as at the Commencement Date is set out in Item 2 of the Schedule.

Term has the meaning given to it under clause 2.

2. Term

2.1 This MOU commences on the Commencement Date and, subject to earlier termination in accordance with its terms:

- (a) continues for the period set out in Item 1 of the Schedule; and
- (b) following the period in clause 2.1(a), continues for successive one-year periods until a party gives to the other notice of termination in accordance with clause 6.2.

3. Purpose and effect of this MOU

- 3.1 This MOU sets out the agreed basis for engagement, including coordination and cooperation, between the PIC and the HCCC.
- 3.2 This MOU is a voluntary statement of the parties' intentions at the time of signing.
- 3.3 This MOU does not in any way diminish or otherwise affect the authority or independence of either party, including to act in accordance with each party's statutory powers and functions as set out by the relevant legislation. Nothing in the MOU requires either party to do anything (including to exchange any information) that has the potential to undermine the independence of either party or to adversely impact, or in any way compromise, the integrity of decision-making and other statutory functions of either Commission.
- 3.4 This MOU is not a legally binding document and does not create or impose any legally enforceable obligations on the parties. However, the parties agree to act and cooperate in good faith in accordance with the terms of this MOU.

4. Complaints to HCCC about medical assessors

- 4.1 Both parties acknowledge that the HCCC is required by law to triage and assess each health practitioner complaint made to it. The assessment of such a complaint may result in its discontinuance, referral to another body, referral to a Health Professional Council, or investigation.
- 4.2 The Parties acknowledge that the HCCC's decision:
 - (a) requires it to consult with a Health Professional Council, such as the Medical Council of NSW,
 - (b) may be subject to internal review if requested by the complainant.
- 4.3 Subject to the above, the HCCC will give primacy to the PIC processes for handling complaints about PIC medical assessors. PIC has the power to investigate complaints against its medical assessors. The Parties acknowledge that complaints made to the HCCC against PIC medical assessors concerning the medical assessment process, while PIC is handling or has finalised a matter, are preferably handled by PIC as part of its own processes and legislation.
- 4.4 Complaints made to the HCCC against PIC medical assessors' conduct and behaviour will be referred to the PIC for investigation. Exception will occur in circumstances where the HCCC must take further action according to its own responsibilities due to exceptional or serious circumstances or where conduct is alleged that is outside the ordinary performance of the medical assessor's statutory role.
- 4.5 Upon receiving a complaint known to be against a medical assessor relevant to their engagement by the PIC, and before the HCCC takes action to notify the practitioner, the HCCC will make contact at first instance with the PIC's President

(see Sch 1, Item 1 for contact details) and will (pursuant to either s16A or s99B of the HCC Act):

- (a) Advise the President of the available details of the complaint including the name of the medical assessor and the name of the complainant (if it is provided)
 - (b) Advise whether it proposes to arrange for referral of the complaint to the PIC, subject to consultation with the relevant Health Professional Council, or
 - (c) Provide preliminary reasons why the complaint may be treated as an exception under clause 4.4
 - (d) Where an exception arises under clause 4.4 inform the PIC on the proposed management of that complaint
 - (e) Preserve the complainant's confidentiality and not disclose unnecessary details when required to communicate with another organisation in respect of a complaint
- 4.6 The PIC will investigate complaints referred by the HCCC in accordance with the PIC's complaints policy, which applies to medical assessors. Under sections 16(1)(e) and 33(1) of the PIC Act, the President appoints and manages medical assessors and may remove a medical assessor from office under section 33(8). Medical assessors must comply with their Terms of Appointment and the Medical Assessor Code of Conduct, including the requirement to notify the PIC of any complaint made against them to another investigative or regulatory body, such as the HCCC or AHPRA.
- 4.7 If the PIC investigates a complaint referred by the HCCC and the complainant remains dissatisfied with the outcome, the HCCC and the PIC will consult on the appropriate next steps for managing the complaint.

5. Parties' obligations

- 5.1 In connection with this MOU, each party (including its Personnel, as applicable) will:
- (a) comply with all applicable laws and notified policies;
 - (b) exercise skill, care and diligence to a high standard
 - (c) cooperate in a timely and effective manner with the other party and act in good faith.

6. Termination

- 6.1 A party may terminate this MOU with immediate effect by providing written notice if the other party breaches an essential provision of this MOU and that breach is not capable of being remedied within a reasonable timeframe or at all.
- 6.2 A party may terminate this MOU for convenience at any time by providing at least 90 days' written notice.

7. Review

- 7.1 The parties will meet annually or at such other agreed frequency to discuss the performance and terms and conditions of this MOU.

8. Personal Information

- 8.1 Each party must:
- (a) comply, and ensure that its Personnel comply, with the Privacy Legislation; and
 - (b) do all that is reasonably necessary on its part to enable the other party to comply with the Privacy Legislation.
- 8.2 Without limiting the obligations in clause 8.1, where each party has access to Personal Information to carry out its obligations under this MOU, that Personal Information is Confidential Information.

9. Publicity

- 9.1 A party must not make any press or other announcements or releases in connection with this MOU unless it is with the prior written consent of the other party or is required to be made by law.

10. GIPA

- 10.1 The Parties acknowledge that:
- (a) the HCCC is exempt from the obligations of the disclosure of information (including open access information such as this MOU) related to its complaint handling functions under the *Government Information (Public Access) Act 2009 (GIPA Act)*, as set out in schedule 2 of the GIPA Act including in relation to complaints about PIC medical assessors
 - (b) Pursuant to schedule 1 of the GIPA Act, it is conclusively presumed that there is an overriding public interest against disclosure of information prohibited by the HCC Act
 - (c) PIC cannot release such information under a GIPA Act application without first consulting with the HCCC, pursuant to schedule 1, clause 6 of the GIPA Act.
- 10.2 If a party receives an application for information about PIC medical assessors related to a complaint received by the HCCC, where legally permissible it must

immediately notify the other party and consult with it as to disclosure of the information prior to its disclosure.

11. Representatives of the Parties

- 11.1 A party must notify the other parties in writing of the name and contact details of the person appointed as soon as practicable after any appointment, reappointment or replacement of its Representative.
- 11.2 Each Representative:
- (a) is the agent of the respective party for the purposes of doing anything required to be done under this MOU; and
 - (b) has the authority to make and give, or accept, on the party's behalf, any approvals, acceptances, directions, notice and other decisions that the party may make and give, or accept, under this MOU.

12. Dispute resolution

- 12.1 If a dispute arises from, out of, or in connection with this MOU, the parties must attempt to resolve it in accordance with the *Premier's Memorandum M1997 – 26 Litigation Involving Government Authorities (Premier's Memorandum)*.
- 12.2 Subject to the Premier's Memorandum, any dispute is to be reported to the other party's Representatives in the first instance.
- 12.3 Despite the existence of a dispute, the parties must use their best efforts to continue to perform their respective obligations under this MOU.

13. Conflict of Interest

- 13.1 Each party must notify the other party in writing immediately upon becoming aware of the actual or potential existence of a Conflict of Interest.
- 13.2 Each party agrees to comply with any reasonable direction of the other party to appropriately manage the Conflict of Interest.

14. Notices

- 14.1 Any notices under this MOU must be given by and to a Representative of the parties.

15. Miscellaneous

15.1 Relationship

A party is not an employee, agent or partner of the other party for any purpose under this MOU.

15.2 Variation

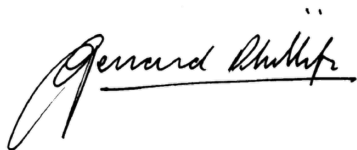
This MOU may only be varied by written agreement between the parties.

15.3 Amendment

All amendments to this MOU and all consents, approvals, waivers and agreements made under this MOU must be evidenced in writing.

15.4 Entire agreement

This MOU constitutes the entire agreement of the parties with respect to its subject matter.



Judge Gerard Phillips

**President
Personal Injury Commission**

Date: 24 September 2026



John Tansey PSM

**Commissioner
Health Care Complaints Commission**

Date: 25 September 2026

Schedule 1 MOU Details

Term

Term Three years

Item 1. Parties' Representatives

Personal Injury Commission

Name Judge Gerard Phillips

Title President

Telephone +61 2 8281 6430

Address 21/1 Oxford Street, Sydney, NSW 2010

Email address Gerard.phillips@pi.nsw.gov.au

The Health Care Complaints Commission

Name John Tansey PSM

Title Commissioner

Telephone +61 2 9219 7444

Address Level 12, 323 Castlereagh Street, Sydney 2000

Email address: jtansey@hccc.nsw.gov.au

Item 2. Principal Contacts

Personal Injury Commission

Marianne Christmann

Principal Registrar

Level 19, 1 Oxford Street, Darlinghurst 2010

Ph: +61 2 9289 1367

Email: marianne.christmann@pi.nsw.gov.au

Health Care Complaints Commission

Jacqueline Fredman

Executive Director, Assessment and Investigation

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