



**State Insurance  
Regulatory Authority**



**Personal Injury  
Commission**

## **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**STATE INSURANCE REGULATORY AUTHORITY**

**AND**

**PERSONAL INJURY COMMISSION**

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**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**STATE INSURANCE REGULATORY AUTHORITY**  
**AND**  
**PERSONAL INJURY COMMISSION OF NEW SOUTH WALES**

## **1. Parties**

- 1.1 This Memorandum of Understanding (**MoU**) is made between:  
the State Insurance Regulatory Authority (**SIRA**)  
and  
the Personal Injury Commission of New South Wales (**Commission**)

## **2. Purpose and effect of this MoU**

### **Purpose**

- 2.1 This MoU sets out the agreed basis for engagement, including coordination, cooperation, and information sharing, between the Commission and SIRA. The arrangements in this MoU will be implemented in accordance with the requirements of all applicable Laws.
- 2.2 The Parties agree that, subject to the terms of this MoU, they will:
- (a) cooperate and collaborate to assist each other to carry out their respective statutory powers and functions and to promote the regulation, administration and efficiency of the NSW workers' compensation and motor accidents schemes and the resolution of disputes under each of those schemes; and
  - (b) exchange certain information (including the Shared Data) with each other for the purposes of carrying out their respective statutory powers and functions.
- 2.3 This MoU is a voluntary statement of the Parties' intentions at the time of signature.
- 2.4 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 this 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 or decision-making and other statutory functions of the Commission.

## Effect of this MoU

- 2.5 This MoU is not a legally binding document and does not create or impose any legally enforceable obligations on the Parties. The Parties do not intend that this MoU be enforceable in any court. However, the Parties agree to act and cooperate in good faith in accordance with the terms of this MoU.

## 3. Definitions and interpretation

### Definitions

- 3.1 Words used in this MoU have the same meaning as in the Motor Accidents Legislation and the Workers' Compensation Legislation, except to the extent they are defined differently in this MoU or the context or subject matter indicates or requires a different meaning:

**Business Day** means a day that is not a Saturday, Sunday or public holiday in NSW.

**CARS** means the former Claims Assessment and Resolution Service, a unit within SIRA that dealt with claims and disputes under the *Motor Accidents Compensation Act 1999*.

**Commencement Date** means the date of commencement of this MOU being the date both parties sign.

**Commission** means the Personal Injury Commission (ABN 14 504 243 313) established by the PIC Act and which commenced on 1 March 2021.

**CTP** means Compulsory Third-Party.

**CTP Data** means data and information in relation to NSW CTP claims and/or proceedings, including Personal Information and Health Information.

**CTP Insurer** means an insurer that holds a NSW CTP licence under the *Motor Accident Injuries Act 2017* (NSW) and/or the *Motor Accidents Compensation Act 1999* (NSW), including an insurer whose licence has been suspended by SIRA.

**Data Sharing Schedule** means the agreed data sharing arrangements between the Parties as set out in Schedule 1 as may be updated from time to time by the Parties in accordance with the process set out in Schedule 1.

**Dispute Notice** has the meaning given to this term in clause 12.2.

**DRS** means the former dispute resolution service that was previously administered by SIRA under the Motor Accidents Legislation.

**Health Information** has the meaning given to this term in the *Health Records and Information Privacy Act 2002* (NSW).

**Lawful Purpose** means a purpose that is authorised or required at Law and does not breach any applicable contractual or other legal duties (for example, duties of confidentiality). For clarity, a Lawful Purpose includes a purpose that is authorised or required under the Workers' Compensation Legislation, Motor Accidents Legislation and/or the Privacy Legislation.

**Laws** means:

- (a) all laws, statutes, regulations and subordinate legislation in force, from time to time, which a Party is subject to and any legally enforceable directions, policies, codes, instruments or orders made pursuant to such laws; and
- (b) the common law and the law of equity.

**MAS** means the former Medical Assessment Service, a unit within SIRA that deals with medical disputes under the *Motor Accidents Compensation Act 1999*.

**Motor Accidents Operational Fund** means the "Motor Accidents Operational Fund" established under the *Motor Accident Injuries Act 2017* (NSW) and the *Motor Accidents Compensation Act 1999* (NSW).

**Motor Accidents Legislation** means all NSW CTP and motor accidents legislation, including the *Motor Accident Injuries Act 2017* (NSW), the *Motor Accidents Compensation Act 1999* (NSW), all associated regulations and any orders, instruments and guidelines made pursuant to these Acts and regulations.

**MoU** means this Memorandum of Understanding and includes all Schedules and Attachments and any other documents incorporated by reference.

**MoU Dispute** has the meaning given to this term in clause 12.1(a).

**Nominal Defendant** has the meaning given to this term in the *Motor Accidents Compensation Act 1999* (NSW) and the *Motor Accidents Injuries Act 2017* (NSW).

**Party** means (as applicable) either the Personal Injury Commission or the State Insurance Regulatory Authority and **Parties** means both the Personal Injury Commission and the State Insurance Regulatory Authority.

**Party Liaison Arrangements** mean the agreed liaison arrangements between the Parties as set out in Part 1 of Schedule 1 to this MoU.

**Parties' Representatives** includes each Party's Representative.

**Party's Representative** means, in relation to each Party, the person named in Part 1 of Schedule 1 as that Party's representative or such other person as the Party may, from time to time, advise the other Party in writing.

**Personal Information** has the meaning given to this term in the *Privacy and Personal Information Protection Act 1998* (NSW).

**Personnel** means a Party's employees, officers, subcontractors, agents or any person engaged by a Party to perform obligations under this MoU.

**PIC Act** means the *Personal Injury Commission Act 2020* (NSW).

**Privacy Legislation** means the *Privacy and Personal Information Protection Act 1998* (NSW) and the *Health Records and Information Privacy Act 2002* (NSW) and includes all regulations, directions, guidelines and codes of practice made under those Acts.

**Security Incident** has the meaning given to this term in clause 8.14.

**Sensitive Information** means sensitive information as defined in the NSW Government Information Classification, Labelling and Handling Guidelines, and includes Personal Information and Health Information.

**Shared Data** means the categories of CTP Data and WC Data to be shared between the Parties pursuant to this MoU, including the data specified in the Data Sharing Schedule in Attachment A to Schedule 1.

**SICG Act** means the *State Insurance and Care Governance Act 2015* (NSW).

**Significant Issue** has the meaning given to that term in clause 8.17.

**SIRA** means the State Insurance Regulatory Authority (ABN 19 241 815 442) constituted under the SICG Act and which commenced on 1 September 2015.

**Term** means the initial term of this MoU as defined in clause **Error! Reference source not found.** and includes any period of extension that is exercised in accordance with clauses 4.1 and **Error! Reference source not found.**

**WC Data** means data and information in relation to NSW workers' compensation claims and/or proceedings, including Personal Information and Health Information.

**WIM Act** means the *Workplace Injury Management and Workers Compensation Act 1998* (NSW).

**Workers' Compensation Insurer** means an insurer (including self and specialised insurers) licensed under the *Workers Compensation Act 1987* (NSW), including an insurer whose licence has been suspended by SIRA and insurers who were formerly licensed under the *Workers Compensation Act 1987* (NSW).

**Workers' Compensation Legislation** means all relevant NSW workers' compensation legislation, including the *Workers Compensation Act 1987* (NSW), the WIM Act, all associated regulations and any orders, instruments and guidelines made pursuant to these Acts and regulations.

**Workers Compensation Operational Fund** has the meaning given to this term in section 4 of the WIM Act.

## Interpretation

3.2 In this MoU, the following rules of interpretation apply unless the contrary intention appears:

- (a) a clause, Schedule or Attachment is a reference to a clause, Schedule or Attachment to this MoU;
- (b) a reference to a statute or other Law is a reference to that statute or other Law as amended, consolidated or replaced;
- (c) headings are for convenience only and do not affect the interpretation of this MoU;
- (d) the singular includes the plural and vice versa;
- (e) words that are gender neutral or gender specific include each gender;

- (f) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings; and
- (g) the words "include", "including", "for example" and similar expressions are not words of limitation.

## 4. Term and termination

### Term

- 4.1 The Parties agree to annually review this MoU. Annual reviews will occur on each anniversary of the Commencement Date or at any other time by the written agreement of the Parties. The review process, including review criteria, must be agreed to by both Parties in advance of the annual review. The annual reviews are in addition to the more frequent MoU discussions and other Party Liaison Arrangements set out in Part 1 of Schedule 1.

### Termination

- 4.2 Either Party may elect to terminate this MoU at any time and for any reason. The Party must reasonably consult with the other Party prior to proposing termination of this MoU and give the other Party notice in writing at least 30 Business Days prior to termination.

## 5. Statutory objectives and functions of SIRA

### General

- 5.1 SIRA is the independent regulator of certain NSW insurance schemes, including CTP insurance, workers' compensation insurance and home building compensation insurance.
- 5.2 In relation to CTP and workers' compensation insurance, SIRA supervises the performance and compliance of general insurers licensed under the *Motor Accident Injuries Act 2017* (NSW) and the *Motor Accidents Compensation Act 1999* (NSW) and insurers (including self and specialised insurers) licensed under the *Workers Compensation Act 1987* (NSW).

### Objectives

- 5.3 The principal objectives of SIRA under section 23 of the SICG Act include (among others):
- (a) to promote the efficiency and viability of the schemes;
  - (b) to minimise the cost to the community of workplace injuries and injuries arising from motor accidents and to minimise the risks associated with such injuries;
  - (c) to promote workplace injury prevention, effective injury management and return to work measures and programs;
  - (d) to ensure that persons injured in the workplace or in motor accidents have access to treatment that will assist with their recovery;

- (e) to provide for the effective supervision of claims handling and disputes under the workers compensation and motor accidents legislation as defined under the SICG Act; and
- (f) to promote compliance with the workers compensation and motor accidents legislation as defined under the SICG Act.

## **Functions**

5.4 SIRA's statutory functions are set out in the SICG Act, Workers' Compensation Legislation and Motor Accidents Legislation.

## **6. Statutory objectives and functions of the Commission**

### **General**

6.1 The Commission is an independent entity established under the PIC Act. It exercises the functions of the former Workers Compensation Commission and the functions formerly exercised by SIRA's DRS, the "Motor Accidents Claims Assessment" and the former "Motor Accidents Medical Assessment Service" all of which have now been abolished.

### **Objectives**

6.2 The objectives of the PIC Act are:

- (a) to establish an independent Commission to deal with certain matters under the workers compensation legislation and motor accidents legislation as defined under the PIC Act and provide a central registry for that purpose;
- (b) to ensure the Commission —
  - (i) is accessible, professional and responsive to the needs of all its users;
  - (ii) is open and transparent about its processes; and
  - (iii) encourages early dispute resolution;
- (c) to enable the Commission to resolve the real issues in proceedings justly, quickly, cost effectively and with as little formality as possible;
- (d) to ensure that the decisions of the Commission are timely, fair, consistent and of a high quality;
- (e) to promote public confidence in the decision-making of the Commission and in the conduct of its members;
- (f) to ensure that the Commission —
  - (i) publicises and disseminates information concerning its processes; and
  - (ii) establishes effective liaison and communication with interested parties concerning its processes and the role of the Commission; and



- (g) to make appropriate use of the knowledge and experience of members and other decision-makers.

## **Functions**

- 6.3 The Commission has the jurisdiction and statutory functions set out in the PIC Act, Motor Accidents Legislation and Workers' Compensation Legislation. The Commission's functions are allocated and exercised through two Divisions, the Workers Compensation Division and the Motor Accidents Division.

## **7. Agreed principles**

### **Principles**

- 7.1 The Parties are committed to a cooperative working relationship based on mutual respect, trust as well as timely and open two-way communication.
- 7.2 The Parties acknowledge that, although they have distinct legislative responsibilities, they both have a common role in upholding public confidence and informed participation of all stakeholders in the motor accidents and workers' compensation schemes.
- 7.3 The Parties agree that, subject to maintaining their independence, and to the fullest extent permitted by Law, they will:
  - (a) inform – proactively provide information that is relevant to the other Party and respond to information requests;
  - (b) consult – notify each other of any activities that may be relevant to the exercise of the other Party's statutory powers and functions; and
  - (c) collaborate – seek input from, and collaborate with, the other Party to achieve or improve regulatory outcomes and the efficiency and effectiveness of interaction with motor accidents scheme and workers' compensation scheme participants.
- 7.4 The Parties will:
  - (a) exercise due care and diligence in the performance of this MoU;
  - (b) ensure that its Party Representative is responsible for monitoring and ensuring the Party's compliance with this MoU; and
  - (c) act in accordance with the Party Liaison Arrangements.

## Personnel

- 7.5 The Parties must ensure that all Personnel who are involved in connection with the arrangements contemplated under this MoU, or who have access to any Shared Data, are aware of the obligations under this MoU.

## 8. Data sharing

### Lawful Purpose

- 8.1 The Parties must ensure that all Shared Data is only exchanged with each other for a Lawful Purpose. The Parties acknowledge and agree that all CTP Data and WC Data in the Data Sharing Schedule is being shared for a Lawful Purpose.
- 8.2 Certain legislation, including the Workers' Compensation Legislation and the Motor Accidents Legislation, establishes a Lawful Purpose for the sharing of certain categories of CTP Data and WC Data with SIRA, including section 10.23 of the *Motor Accident Injuries Act 2017* (NSW) and sections 40B and 239 of the WIM Act (among others). Further, the Parties may be able to share certain CTP Data and WC Data that comprises Personal Information and/or Health Information where authorised under the Privacy Legislation. However, the Parties acknowledge that whether a Lawful Purpose can be relied upon must be assessed on a case-by-case basis and having regard to all relevant facts, including the category of data.
- 8.3 The Parties agree to cooperate with each other in assessing whether a Lawful Purpose exists.

### DRS records

- 8.4 Disputes about claim outcomes previously managed by SIRA's DRS (including CARS and MAS) are now managed by the Commission. The Parties acknowledge that SIRA requires access to records created by the former DRS before 1 March 2021 to enable the effective exercise of SIRA's statutory powers and functions under the Motor Accidents Legislation. Subject to any prohibition at Law, the Commission will facilitate access to such DRS records in accordance with the provisions of this MoU, including clauses 8.5 and 8.7.
- 8.5 The Commission agrees that, if it transfers to SIRA any DRS records which the Commission has in its possession for a Lawful Purpose, SIRA may retain a copy of those DRS records subject to compliance with all relevant Laws, including the Privacy Legislation and the *State Records Act 1988* (NSW).
- 8.6 The Parties acknowledge that there is an important distinction between:
- (a) CTP records which SIRA previously had access to prior to 1 March 2021, including records created by the former DRS (including CARS and MAS); and
  - (b) Other records, which include any dispute data created or held by the Commission after 1 March 2021, notification of significant issues, litigation and appeals from Commission determinations.
- 8.7 The Parties acknowledge that, where the Commission introduced new information to records created by the former DRS (including the former CARS and MAS) before 1 March 2021, SIRA will have the ability to access those records if it is for a Lawful Purpose. New information includes any amendments made by the Commission to

DRS records such as changes to a claims assessment or decision, or where a review by the Commission has replaced an earlier decision.

- 8.8 The Parties may negotiate the time and manner of delivery of any CTP and DRS (including CARS and MAS) records they agree to share under this clause 8.
- 8.9 Where a Party would like to make changes to the access of the records created by the former DRS before 1 March 2021, that Party must seek the agreement of the other Party prior to making the change unless the change relates to the records described in clause 8.4 above, in which case the Commission is not required to seek permission to make the change.

### **General data sharing**

- 8.10 The Parties acknowledge that the proactive sharing of information is necessary for the Parties to support and enhance the carrying out of their respective statutory powers and functions.
- 8.11 Subject to the Law, and the maintenance of the Parties' independence, the Parties agree to:
- (a) exchange Shared Data as set out in the Data Sharing Schedule on a weekly basis (or at such other timeframe as agreed between the Parties in writing);
  - (b) use their best endeavours to ensure that Shared Data is accurate and complete as at the date provided to the other Party and in accordance with any specifications and data security arrangements as agreed between the Parties;
  - (c) proactively inform the other Party of any delays in the provision of Shared Data;
  - (d) only exchange and use the Shared Data for a Lawful Purpose;
  - (e) once any Shared Data is exchanged, take steps to protect the privacy and confidentiality of any Shared Data that is Personal Information, Health Information and/or confidential information;
  - (f) ensure that any disclosure of, or access to, Shared Data is specifically permitted by Law;
  - (g) subject to appropriate cost sharing between the Parties, provide the other Party with information and communications technology assistance as may reasonably be required to permit the access and use of the Shared Data in accordance with this MoU;
  - (h) create appropriate and accurate records of what data incorporates the Shared Data and when it was shared;
  - (i) only dispose of, or destroy, Shared Data:
    - i. with the consent of the other Party;
    - ii. securely and in accordance with all relevant NSW Government policies and guidelines, including the NSW Government Information Classification, Labelling and Handling Guidelines; and

- iii. consistent with the *State Records Act 1998* (NSW) and any other applicable Acts or other Laws.

8.12 Each Party agrees to:

- (a) deliver any Shared Data securely, either in the manner set out in the Data Sharing Schedule or as otherwise agreed in writing between the Parties;
- (b) comply with all relevant Laws and NSW Government policies and guidelines in relation to data or information security to ensure the Shared Data is securely stored; and
- (c) ensure that Shared Data is protected against loss, unauthorised access, use, modification and disclosure and against all other misuse.

### **Security and data protection**

8.13 Where any Shared Data is exchanged with a Party, the receiving Party must have and maintain sufficient security controls and safeguards to:

- (a) comply with, and monitor compliance with, all privacy and security requirements under this MoU (including clause 8.12), as well as such other privacy and security requirements that may be agreed between the Parties in writing;
- (b) ensure that only Personnel who are fit and proper persons have access to any Shared Data;
- (c) ensure that no person sells or commercially exploits any Shared Data or uses any Shared Data in breach of the Law or this MoU; and
- (d) ensure that all passwords and log-in details to access Shared Data are kept secure.

8.14 Both Parties agree that they must notify each other immediately on becoming aware of any:

- (a) actual or suspected breach of the Privacy Legislation (including any "eligible data breach" as defined under the *Privacy and Personal Information Protection Amendment Act 2022* (NSW)) that relates to any Personal Information and/or Health Information shared under this MoU;
- (b) unauthorised access, use, modification or disclosure or other misuse of Shared Data; or
- (c) other security incident that compromises, or is likely to compromise, the security of any Shared Data or the systems and technologies holding such data,

(collectively, **Security Incident**).

8.15 If a Party becomes aware of a Security Incident, it will co-operate with the other Party in order to investigate, address and mitigate the Security Incident.

### **Notification of any Significant Issue**

- 8.16 In addition to the information within the Data Sharing Schedule, both SIRA and the Commission will, to the extent reasonably practicable, notify each other in writing of any Significant Issue where such notification is for a Lawful Purpose. Any such notification will be subject to the relevant legal requirements regarding secrecy, privacy, confidentiality and privilege (where applicable).
- 8.17 An issue is a “Significant Issue” if SIRA or the Commission becomes aware of it in the course of SIRA or the Commission exercising its statutory functions under the relevant legislation, and it constitutes any of the following as determined by SIRA or the Commission:
- (a) Disputes and decisions that SIRA or the Commission is aware has or may be the subject of media interest or a media release.
  - (b) A matter that may have a significant scheme or regulatory impact; or has a strong likelihood of creating or being a scheme altering decision or precedent.
- 8.18 SIRA or the Commission agrees to exercise its best endeavours to notify each Party, to the extent permitted by Law, of a Significant Issue which may include providing a copy of any summons (or other originating process) received by the Commission relating to the following:
- (a) for motor accidents:
    - i. merit reviews;
    - ii. medical assessments;
    - iii. miscellaneous claims assessments; or
    - iv. claims assessments; and
  - (b) for workers' compensation:
    - i. appeals of Presidential member decisions to the NSW Court of Appeal; or
    - ii. judicial review applications relating to medical assessment matters.

## **9. Privacy and Use of Sensitive Information (including Personal Information and Health Information)**

### **General**

- 9.1 The Parties acknowledge that they are required to comply with the relevant provisions of the Privacy Legislation and all other applicable Laws relating to Sensitive Information and governing the subject matter of this MoU, except where otherwise authorised by another relevant Law.
- 9.2 Each Party must, in respect of any Sensitive Information provided to that Party in connection with this MoU:
- (a) use the Sensitive Information solely for a Lawful Purpose (including as permitted under the Privacy Legislation or any other relevant Laws) and for no other purpose;
  - (b) keep the Sensitive Information secure in accordance with this MoU and not reproduce or disclose that information to any other person unless permitted or authorised at Law and subject to compliance with this MoU and all relevant NSW Government policies and guidelines;
  - (c) take all necessary precautions to prevent loss, unauthorised access to, unauthorised copying, modification or disclosure or misuse of the Sensitive Information; and
  - (d) not do anything that would cause the disclosing Party (or any NSW Government agency) or their Personnel to breach their obligations under the Privacy Legislation and all other relevant Laws governing the use of Sensitive Information.

### **Privacy notices and consents**

- 9.3 Except where otherwise permitted at Law, to support the exchange and use of all Shared Data in accordance with this MoU the Parties will cooperate with each other to ensure that they provide all necessary privacy notices and obtain all necessary privacy consents as required by Law, in relation to the collection, use and disclosure of any categories of Shared Data that comprise Personal Information and/or Health Information.
- 9.4 The Parties agree to make any necessary changes to their privacy notices and consents to comply with clause 9.3 or where reasonably requested by the other Party and required to support the transparent collection, use and disclosure of Personal Information and/or Health Information.

### **Exceptions**

- 9.5 Where a Party is required or authorised by Law to disclose Sensitive Information that they collect or receive under this MoU, that Party is expected to immediately (and, wherever possible, prior to disclosure) notify the other Party that the disclosure of that information is, or may be, required, unless such notification is prohibited by Law.

### **No exclusion**

- 9.6 The obligations in this clause operate in addition to, and do not limit, the Parties' obligations under the Privacy Legislation.

## 10. Cooperation

- 10.1 In addition to the exchange of information, both Parties agree that they will regularly liaise with each other to discuss and cooperate on topics of mutual interest as set out in Part 1 of Schedule 1. Such topics may include, but are not limited to:
- (a) proposed legislative amendments;
  - (b) consultative processes with scheme stakeholders;
  - (c) emerging trends in the motor accidents or workers' compensation schemes;
  - (d) problems, issues or insights which affect, or are likely to affect, or be relevant to the other Party;
  - (e) public education strategies;
  - (f) the exchange of expertise;
  - (g) commissioned research and related initiatives; and
  - (h) the sharing of relevant statistical information and other corporate materials including guidelines and manuals.

## 11. Notification of MoU breaches

- 11.1 A Party must immediately notify the other Party in writing upon becoming aware of any breach by it or its Personnel of this MoU and take all reasonable steps to resolve the breach and prevent further breaches.

## 12. Resolution of MoU Disputes

- 12.1 Both Parties agree to:
- (a) act in good faith in carrying out their obligations under this MoU and to endeavour to resolve any disputes or disagreements arising in connection with this MoU (**MoU Dispute**) in a timely manner; and
  - (b) resolve any MoU Disputes in accordance with Premier's Memorandum - "M1997-26: Litigation Involving Government Authorities" as may be updated from time to time.
- 12.2 Either Party may give written notice of a MoU Dispute to the other Party setting out the particulars of the MoU Dispute (**Dispute Notice**).
- 12.3 Within 10 Business Days of receiving a Dispute Notice (or such other time as agreed by the Parties in writing), each Party's Representative must meet to try and resolve the MoU Dispute.

- 12.4 If a MoU Dispute cannot be resolved by the Parties' Representatives within 20 Business Days of the meeting of the Parties' Representatives referred to in clause 12.3, it must be escalated to the head of SIRA and the Principal Registrar of the Commission for resolution.

### 13. Intellectual property

- 13.1 Nothing in this MoU will function to assign or transfer any of either Party's intellectual property rights to the other Party.

### 14. Financial requirements

#### Budget

- 14.1 Consistent with its legislative powers and obligations, the Commission will develop an annual budget submission for consideration and approval by the SIRA Board. The submission will detail:
- (a) the operational costs of the Commission; and,
  - (b) the intended contribution from the Workers Compensation Operational Fund and the Motor Accidents Operational Fund.

#### Reporting

- 14.2 The Commission will also provide a monthly report to SIRA detailing:
- (a) the expenditures incurred by the Commission to date as per section 10.12(3)(b) of the *Motor Accident Injuries Act 2017*, section 212(3)(c) of the *Motor Accidents Compensation Act 1999*, sections 35(2)(e1) and 35(2)(f) of the WIM Act;
  - (b) an assessment of the progress made against the annual budget; and,
  - (c) the actual Year-to-date (YTD) expenditure split between the Workers Compensation Operational Fund and the Motor Accidents Operational Fund.

### 15. Miscellaneous

#### Notices

- 15.1 A notice under this MoU must be in writing and delivered to the address or email address for the recipient Party recorded in Schedule 2 or such other address or email as may be nominated by the relevant Party from time to time.

#### Variations, consents, approvals and waivers

- 15.2 All variations to this MoU and all consents, approvals and waivers made under this MoU must be made in writing and signed by both Parties.

#### Counterparts

- 15.3 This Parties may execute this MoU in one or more counterparts.

#### Legal costs



- 15.4 Subject to any express provision in this MoU to the contrary, each Party must bear its own legal and other costs and expenses relating directly or indirectly to the preparation of, and performance of its obligations under, this MoU.

**Applicable Law**

- 15.5 This MoU is governed by, and must be construed in accordance with, the Laws in force in the State of New South Wales. However, the Parties acknowledge that there is no intention to create legal relations by entering into this MoU and this MoU is not legally enforceable.


**Accountability**

- 15.6 The Chief Executive of SIRA and the Principal Registrar of the Commission hold overall accountability for this MoU. Day to day responsibility is held by each Party's Representative identified in Schedule 2 to this MoU.

**Adam Dent**  
**Chief Executive**  
**State Insurance Regulatory Authority**


Signature: 

Date: .....27 July 2023.....

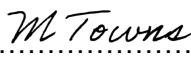
Witness' signature: ...  .....

Witness' name: ...James Mathison.....

**Marianne Christmann**  
**Principal Registrar**  
**Personal Injury Commission**

Signature: .....  .....

Date: .....27 July 2023.....

Witness' signature: ...  .....

Witness' name: ...Megan Towns.....

## **SCHEDULE 1 – Data Sharing Schedule**

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### **INFORMATION TO BE EXCHANGED AND LIAISON ARRANGEMENTS BETWEEN SIRA AND THE COMMISSION**

- 1.1 Subject to any legal prohibition, specified information to be exchanged between SIRA and the Commission is set out in the Data Sharing Schedule at Attachment A.
- 1.2 The Data Sharing Schedule may be varied at any time by agreement between the Parties. All variations to the Data Sharing Schedule must be evidenced in writing, and include an analysis of:
  - (a) the proposed use of the data, including whether it is for a Lawful Purpose, the relevance of the data and the likely accuracy, completeness and quality of the data proposed to be shared;
  - (b) any privacy and security risks, including any risks based on the nature or quantity of data involved or the kinds of activities that the data is contributing to; and
  - (c) steps to mitigate any privacy and security risks, including consultation with the Parties' privacy officers.

### **PART 1 – Party Liaison Arrangements**

- 2.1 The Executive Director, Motor Accidents Insurance Regulation and the Executive Director, Workers and Home Building Compensation Regulation and the Principal Registrar of the Commission (or their duly authorised representatives) will meet every two months or otherwise by agreement to discuss the MoU and any systemic issues.
- 2.2 The Director – Scheme Design, Policy and Performance, Motor Accidents Insurance Regulation and the Director – Scheme Design, Policy and Performance Workers and Home Building Compensation Regulation (or their duly authorised representatives) will facilitate regular liaison meetings with Commission Directors and other relevant SIRA and Commission Personnel for Party level discussions on topics of broad mutual interest, including to:
  - (a) provide early warning of systemic issues concerning the motor accidents scheme or the workers' compensation scheme observed by either Party in the exercise of their functions;
  - (b) clarify any notifications of any Significant Issue by the Commission to SIRA;
  - (c) inform and explain changes in legislation, policy and / or licensing arrangements that may impact the stakeholders of the schemes;
  - (d) consider amendments to the Data Sharing Schedule; and
  - (e) provide any other relevant information.
- 2.3 The frequency of regular liaison meetings will be agreed by the Parties' Representatives in writing.

## Attachment A to Schedule 1: Data Sharing Schedule

### CTP dispute items

Column Header:	Description
<b>Basic Dispute information</b>	
Row 3	Case number
Row 4	Parent Case Number
Row 6	Claim number relating to the application/dispute – the Insurer claim Number (Note: The Commission included the italicised words in the expanded definition, and this is important as those words trigger the parties' consent).
Row 7	Managing Insurer Code
Row 8	Managing Insurer Name
Row 9	Accident Date
Row 10	Date of birth (claimant)
Row 11	Dispute is "active" or "inactive"
Row 12	Form type
Row 13	Type of Dispute
Row 15 <sup>1</sup>	Claimant's Name
<b>Basic Dispute information – Dates</b>	
Row 17	Date of dispute raised/submitted – Application Received Date
Row 18	Date finalised
Row 24	Reason for rejection of application
Row 27	Amount of damages determined, including breakdown (if available)
<b>Dispute outcome information</b>	
Row 29	Type/body area of injury assessed
Row 30	Decision of each injury assessed
Row 31	Determined Whole Person Impairment (WPI) % for the injured person – physical
Row 32	Determined WPI % for the injured person – Psychological
Row 33 <sup>1</sup>	Dispute matter outcome i.e. whether the dispute was: <ul style="list-style-type: none"> <li>• settled</li> <li>• dismissed</li> <li>• determined</li> <li>• withdrawn</li> <li>• discontinued</li> </ul>
<b>Disputed treatment information</b>	

<sup>1</sup> Note: Rows 15 (Claimant Name) and 33 (Dispute Matter Outcome) will not be made available at the time of the MoU being finalised and signed whilst the Commission is executing updates to its privacy notices and consent forms.

Row 34	Type of treatments disputed and assessed
Row 35	Decision of treatments disputed
<b>Provider information</b>	
Row 37	Submitted by user type – Claimant, claimant’s representative, insurer, or Insurer’s legal representative. (Note: The Commission included the italicised words in the definition)
Row 39	Legal Representative (Claimant)
<b>Internal review information</b>	
Row 41	Date of Internal Review

## WC dispute items

Column Header:	Data Description
<b>Dispute information</b>	
Unique Identifier of the application/dispute (Matter Number)	Matter number
Date dispute Registered	Date of registration of dispute
WC Claim number	Claim number relating to the application/dispute
Applicant Name	Name of the applicant
Deceased Worker Name	Name of the deceased worker
Date of birth of the claimant	Claimant’s date of birth
Date of injury/accident	Date of initial inquiry form and date of initial injury/accident
Managing Insurer Name	For example, Workers Compensation Nominal Insurer (iCare), Allianz TMF, ANZ Banking etc.
Respondent Name	For example, Asquith Body Works Pty Ltd; Tony Issa Pty Ltd
Application Type	Category of dispute based on Form type: Form 1, Form 2 etc.
Application Type description (category of dispute)	For example, Form 1: Application of expedited Assessment, Form 2 - Application to Resolve a Dispute, Form 10 - Appeal Against a Decision of Medical Assessor etc.
Type of dispute – Level 1	Dispute type high level, for example, weekly benefits where liability in dispute, lump sum compensation where degree of permanent impairment is in dispute, lump sum compensation where liability in dispute
Status of the dispute	For example, registered, in progress, active or inactive
Date of the status	Date when changed to current value
<b>Dispute outcome information</b>	
Matter outcome (Dispute decision)	For example, discontinued, determined, settled, revoked etc.
Date of matter outcome	Date of outcome of matter
<b>Disputed injury information</b>	
Date of injury	Date injury occurred
<b>Disputed treatment information</b>	Disputed treatment information including date/s treatment provided (if available)

<b>Legal provider information</b>	
Name of the legal representative for the respondent and applicant	Legal Firm
<b>Medical Appeals (Form 10)</b>	
Medical Appeal Registered date	Date that medical appeal was registered
Medical Appeal status	For example, registered, in progress, inactive
Medical Appeal outcome	For example, discontinued, confirmed, revoked etc.
Date Medical Appeal outcome determined	Date that medical appeal outcome was determined
<b>Member Appeals (Form 9)</b>	
Member Appeal Registered date	Date that member appeal was registered
Member Appeal status	For example, registered, in progress, closed
Member Appeal outcome	For example, discontinued, confirmed, revoked etc.
Date Member Appeal outcome determined	Date that member appeal outcome was determined
<b>Application for Mediation Form 11C</b>	
Mediation date	Possibly multiple values

### DRS data records

Item requested	Description
DRS records before 1 March 2021	<p>This refers to records created by the former DRS (including CARS and MAS) before 1 March 2021.</p> <p>This also includes any 1999 CTP Scheme information, SIRIUS records and information previously held by the former Motor Accidents Authority.</p>

### 'Significant Issues' notification data

Item requested	Description
Significant issues of media interest	This refers to disputes and decisions that SIRA or the Commission is aware of, has, or may be the subject of media interest or a media release.
Significant issues with significant scheme or regulatory impact	<p>This refers to a matter that may have a significant scheme or regulatory impact; or has a strong likelihood of creating or being a scheme altering decision or precedent.</p> <p>Notification may include providing a copy of any summons (or other originating process) received by the Commission relating to the following:</p> <ul style="list-style-type: none"> <li>(a) for motor accidents: <ul style="list-style-type: none"> <li>i. merit reviews;</li> <li>ii. medical assessments;</li> <li>iii. miscellaneous claims assessments; or</li> <li>iv. claims assessments; and</li> </ul> </li> </ul>

	<p>(b) for workers' compensation:</p> <ul style="list-style-type: none"> <li>i. appeals of Presidential member decisions to the NSW Court of Appeal; or</li> <li>ii. judicial review applications relating to medical assessment matters.</li> </ul>
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## Financial data

Item requested	Description
Annual budget submission	<p>The annual budget submission by the Commission will detail:</p> <ul style="list-style-type: none"> <li>a) The operational costs of the Commission; and</li> <li>b) The intended contribution from the Workers Compensation Operational Fund and the Motor Accidents Operational Fund.</li> </ul>
Monthly reporting	<p>The Commission will provide a monthly report to SIRA detailing:</p> <ul style="list-style-type: none"> <li>a) The expenditure incurred by the Commission to date in relation to providing: <ul style="list-style-type: none"> <li>i. merit reviews and reviews of merit reviews under the Motor Accidents division of the Commission (s 10.12(3)(b)(i) of the <i>Motor Accident Injuries Act 2017</i>),</li> <li>ii. medical assessments and reviews of medical assessments under the Motor Accidents division of the Commission (s 10.12(3)(b)(ii) of the <i>Motor Accident Injuries Act 2017</i>) and (s 212(3)(c) of the <i>Motor Accidents Compensation Act 1999</i>),</li> <li>iii. medical assessments and reviews of medical assessments under the Workers Compensation division of the Commission (s 35(2)(e1) of the WIM Act)</li> <li>iv. services (including mediation services) in respect of claims for work injury damages under the Workers Compensation division of the Commission (s 35(2)(e1) of the WIM Act)</li> </ul> </li> <li>b) An assessment of the progress made against the annual budget; and</li> <li>c) The actual YTD expenditure split between the Workers Compensation Operational Fund and the Motor Accidents Operational Fund.</li> </ul>





## **SCHEDULE 2 – Principal Contacts**

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