



LAW  
INSTITUTE  
VICTORIA

## Transport Accident Act

## Protocols Framework Agreement

30 March 2026

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## 1. INTRODUCTION

- 1.1 The [Transport Accident Commission](#) (TAC) is a statutory authority established by the [Transport Accident Act 1986 \(Vic\)](#) (TAA). The TAC manages a statutory compensation scheme for individuals who sustain injuries or die as a result of a transport accident (clients).
- 1.2 In line with its mission, vision, [Client Service Charter](#), and public commitment to the [Victorian Model Litigant Guidelines](#), the TAC is dedicated to assessing and delivering appropriate damages and entitlements to its clients in a timely and efficient manner.
- 1.3 The interests of clients and their best recovery outcomes are the foremost consideration for all parties involved in these protocols. The TAC recognises the important role played by clients' lawyers in proactively facilitating the claims process and negotiating outcomes for clients.
- 1.4 Prior to 2025, the TAC Protocols were dispersed across multiple documents. To streamline processes and enhance efficiency, this Protocols Framework Agreement consolidates common themes and procedures, serving as a central reference for all application types.
- 1.5 The Protocols Framework Agreement is intended to be read in conjunction with the following supporting Protocols:
  - [Joint Medical Examinations \(JME\) Protocol 2026](#)
  - [Common Law Protocol 2026](#)
  - [Impairment Assessment Protocol 2026](#)
  - [No Fault Dispute Resolution Protocol 2026](#)
- 1.6 This Protocols Framework Agreement and its supporting Protocols (known collectively as the TAC Protocols) have been agreed by the TAC, the Law Institute of Victoria (LIV), and the Australian Lawyers Alliance (ALA). Participation requires engagement in the full suite of TAC Protocols, and parties commit to complying with and promoting their use as the preferred method for delivering damages and entitlements to clients.
- 1.7 This Protocols Framework Agreement applies to all TAC Protocols applications lodged on or after 30 March 2026.
- 1.8 For the purposes of all TAC Protocols, a minor is defined as a person who was less than 18 years of age on the date of the transport accident.

## 2. OBJECTIVES

- 2.1 The objectives of the TAC Protocols are to:
  - 2.1.1 Establish a consolidated, consistent, and transparent approach to managing compensation claims and dispute resolution under the TAA, in alignment with the overarching purpose of the [Civil Procedure Act 2010 \(Vic\)](#).
  - 2.1.2 Facilitate the early exchange of relevant information between parties to promote timely decision-making and reduce delays in claims and dispute resolution processes.
  - 2.1.3 Enable assessment of clients' compensation and entitlements in a manner that requires clients to attend as few examinations as possible.
  - 2.1.4 Promote the use of alternative dispute resolution methods to limit the issuing of Tribunal and Court proceedings and ensure cost-effective outcomes for clients.
  - 2.1.5 Prioritise clients' interests by ensuring all processes and outcomes are fair, transparent, and timely, with clear communication of entitlements and legal processes at all stages.
  - 2.1.6 Respect and preserve clients' autonomy in decisions regarding their medical treatment and return to work. All parties recognise the role of the TAC to support and guide clients towards the best recovery outcomes, and the role of lawyers to provide clear and comprehensive advice about clients' legal rights and options.

- 2.1.7 Foster open, honest, proactive and respectful communication between all parties. Discussions and negotiations should be constructive, solution-focused, and transparent, ensuring all perspectives are heard and addressed in good faith.
- 2.1.8 Uphold principles of inclusion, diversity, equal opportunity and representation, and professional conduct in all interactions under this Agreement. All parties must engage in ethical, respectful, and constructive conduct, actively opposing and addressing any form of discrimination, harassment, or inappropriate behaviour.
- 2.1.9 Promote continuous improvement in all activities through engagement, feedback, and collaboration.

### 3. PROTOCOLS GOVERNANCE

- 3.1 The Protocols Working Group (PWG) is the primary governance forum for the oversight, operation and continuous improvement of the TAC Protocols.
- 3.2 The PWG operates by consensus, with decisions requiring the agreement of representatives from the TAC, ALA and LIV. It has delegated authority to address matters relating to:
  - 3.2.1 the operation of the TAC Protocols;
  - 3.2.2 adjudication regarding legal costs and disbursements;
  - 3.2.3 monitoring and reporting on performance against shared outcome measures;
  - 3.2.4 the review and development of TAC Protocols improvements; and
  - 3.2.5 communicating outcomes, performance and results to stakeholders.
- 3.3 The PWG meets quarterly and is chaired by a representative agreed by all members. Further detail on the PWG's purpose, structure, scope, quorum, meeting procedures, record-keeping and confidentiality obligations is set out in the [PWG Terms of Reference](#).
- 3.4 All parties acknowledge that many practitioners and firms close for business during the end-of-year period. To ensure fairness and consistency in the application of the Protocol timeframes during this period, the PWG will issue agreed timeframe adjustments for the upcoming end-of-year period by 30 September each year. Once published, these adjustments will apply to all Protocol processes occurring during the relevant period.

### 4. CLIENT PATHWAYS

- 4.1 The client pathways model is designed to ensure that claims are assessed and resolved efficiently, fairly, and transparently, aligning with a client's entitlements under the TAA.
- 4.2 The client pathways model outlines the possible journeys a client may undertake to reach a compensation and/or dispute resolution outcome. It is designed in five phases:
  - Evidence Collection
  - Pathway Selection
  - Lodgement
  - Post-Application
  - Finalisation
- 4.3 The **Evidence Collection** phase serves as a preparatory stage where the focus is on ensuring that all relevant information is collected and made available before the lodgement of an application. The client's lawyer shall:
  - 4.3.1 use the [TAC Protocols Document Standards](#) and [TAC Medical Examiner Document Guide](#) to collect all necessary documents, preventing delays and ensuring meaningful applications; and/or
  - 4.3.2 where relevant, request a preliminary liability discussion with TAC, enabling both parties to exchange information and discuss liability aspects of the case. This request should be made in accordance with the process set out in Chapter 8; and/or

- 4.3.3 request copies of client claim information not already held and required to assist them in advising their client through the [Release of Information \(ROI\) process](#).
- 4.4 The **Pathway Selection** phase requires the client's lawyer to determine the most appropriate pathway to an outcome based on their client's unique circumstances. A client may proceed through one or more of the following pathways:
  - 4.4.1 Joint Medical Examination (JME) - designed to guide a joint approach to arranging medical examinations under [s60\(2F\) of the TAA](#), when required to provide evidence for an application, determine entitlement/s, or resolve a dispute.
  - 4.4.2 Dispute Resolution - designed to resolve issues related to statutory benefits under Part 3 or Part 10 of the [TAA](#).
  - 4.4.3 Common Law - designed to determine eligibility for and delivery of damages where there is a party to bring a claim against and where a Serious Injury has been or is likely to be granted.
  - 4.4.4 Impairment – designed to determine eligibility for, and delivery of, compensation where common law damages are not pursued, and the client's permanent impairment is likely to exceed the minimum threshold for benefits (10%).
- 4.5 The **Lodgement** phase is the formal submission of an application, formalising a client's exam request, dispute, or claim for damages or compensation under the relevant Protocol.
  - 4.5.1 Applications must be submitted using the prescribed TAC application form for the relevant process.
  - 4.5.2 Documents previously provided as part of the Evidence Collection phase do not need to be re-attached. Instead, they must be referenced on the relevant form.
  - 4.5.3 TAC will issue written acknowledgment of all lodgements confirming the date of receipt and next steps.
- 4.6 The **Post-Application** phase commences once an application has been lodged and acknowledged. In this phase the focus shifts to ensuring that cases are processed efficiently. It is agreed that in this phase:
  - 4.6.1 The parties will work together to narrow the issues as early as possible, ensuring that any disagreements are quickly identified and addressed promptly.
  - 4.6.2 The parties will make best endeavours to always respond to contact from the other party in a timely manner.
  - 4.6.3 Where an offer is made by the TAC a clear time limit will be provided for the client's lawyer to respond. If no response is received within this timeframe, the offer may be deemed withdrawn.
  - 4.6.4 Where the client's lawyer does not respond to reasonable attempts of contact by the TAC for over 120 days, the TAC may consider the matter inactive and inform the client and their lawyer that the case is closed. This is particularly relevant where extended delays may impact the client's rights and statutory time limits.
- 4.7 Refer to the relevant Protocol and associated process maps published on the [TAC website](#) for detailed information on post-application phase steps.
- 4.8 The **Finalisation** phase commences once the TAC has made a determination or an offer has been accepted by the client. It is agreed that in this phase:
  - 4.8.1 The parties will exchange correspondence confirming the outcome of the matter.
  - 4.8.2 The parties will arrange for payment of any applicable costs and disbursements in line with the relevant Protocol.

## 5. EXCHANGE AND ASSESSMENT OF INFORMATION (GENERAL)

- 5.1 This chapter applies to all interactions between the TAC, clients, clients' representatives, lawyers and third-party information providers in the collection and sharing of information relevant to claim management, assessment, and benefit determination.
- 5.2 Where the TAC Protocols require either party to provide information in writing this includes all electronic communication including automated responses and notifications.
- 5.3 The parties aim to ensure that medical examinations are used judiciously, mindful of the impact on clients and the cost they can add to the scheme. The parties agree to carefully consider all available evidence that may provide the necessary information without requiring additional examinations. Treating medical records and previous medical opinions should be considered as alternatives to requesting new medical examinations, particularly when prior assessments or documentation sufficiently address the claim.
- 5.4 New medical examinations should only be considered where:
  - 5.4.1 existing medical records and reports do not provide sufficient information to reach an outcome; or
  - 5.4.2 new medical evidence or information has emerged that requires further investigation; or
  - 5.4.3 the client's condition has significantly changed since the last assessment.
- 5.5 The [Protocols Documentation Standard](#) have been developed to support the consistent application of the TAC Protocols by setting out the types of information and evidence required for different application types under the Protocols. The Standards contain evidentiary guidance and examples to assist practitioners in preparing meaningful applications and to assist the TAC in assessing and responding to matters efficiently.
- 5.6 The [Protocols Documentation Standard](#) is maintained by the PWG, which has authority to review and update its contents by agreement. The most current version is published on the TAC website, and any changes will be communicated promptly by the TAC, ALA, and LIV.
- 5.7 The TAC shall collect, use, and disclose all personal and health information in strict accordance with its [Privacy Policy](#). The principles and statutory requirements described in that policy are hereby incorporated by reference into this Protocol.
- 5.8 Clients complete an '[Authority to Release Information](#)' (Authority) to enable the TAC and its representatives to collect relevant information for managing claims. The parties acknowledge disagreements exist regarding the Authority's revocation, scope, and use. The parties commit to making reasonable efforts, in accordance with Chapter 9, to resolve such disagreements prior to finalising a Protocol application and issuing litigation.
- 5.9 If information not relevant to the claim determination or benefits is inadvertently collected under this Authority:
  - 5.9.1 The TAC will identify this information and disclose it to the client's lawyer.
  - 5.9.2 Such information will be removed from the TAC file and will not be used in claim management.
- 5.10 The TAC will exchange documents and information obtained pursuant to [section 127A of the TAA](#) under these Protocols, unless the release of the documents and information may prejudice a current law enforcement function of the TAC. This includes but is not limited to:
  - 5.10.1 Emergency Services Telecommunications Authority (ESTA) 'Triple Zero' transcripts with names and other personal information redacted;
  - 5.10.2 Victoria Police Accident Record System (VPARS) reports and other police information obtained for the purpose of claims management.
- 5.11 Unless otherwise stated, all references to days within these Protocols refer to calendar days, not business days.
- 5.12 Disclosure of tax file numbers (TFNs) is regulated by the Privacy (Tax File Number) Rule 2015 issued under s17 of the Privacy Act 1988. The TAC does not require TFNs for its operations so all parties must ensure TFNs are redacted in all document exchanges to ensure compliance and safeguard sensitive information.

## 6. CONFERENCES

- 6.1 A conference under the TAC Protocols is typically conducted by video conference using a platform agreed by the parties, or by telephone.
- 6.2 Video conferencing is strongly encouraged to support clear communication, enable more effective and timely resolution, and build professional rapport. Where practicable, parties are expected to give priority to video over written or telephone communication.
- 6.3 The client's lawyer is responsible for arranging the logistics of the conference, including scheduling and providing the necessary online platform access details. Active participants must be advised by both parties in advance. Observers attending for training and development purposes may attend with prior notification. Recording of the conference is not permitted unless mutually agreed. Any breach of conduct issues arising during the conference are to be managed in accordance with Chapter 9.
- 6.4 Where the client and the client's lawyer consider that an in-person conference would assist the parties to resolve the issues in dispute, the client's lawyer may request this in writing.
- 6.5 Where it is reasonably practical to do so and the TAC agrees that an in-person conference will assist the parties to resolve the matter, the TAC will attend an in-person conference at a location to be agreed between the parties. The TAC agrees to pay the expense of hiring any conference or mediation rooms required.

## 7. COURT APPROVALS

- 7.1 This chapter outlines the circumstances under which court approval is required for a matter to progress. It ensures compliance with legal requirements while striving to minimise the need for court intervention where possible.
- 7.2 Court approval may be required where:
  - 7.2.1 The parties cannot reach an agreement regarding serious injury certification.
  - 7.2.2 Settlement is agreed involving a minor or a client lacking capacity, to ensure that they are in the best interests of the client.
- 7.3 Where a matter requires court approval, the parties will hold a conference and attempt to resolve the matter in principle prior to any formal proceedings being issued.
- 7.4 If in principle agreement is reached at conference, the TAC will send a letter to the client's lawyer consenting to the settlement terms and specifying the applicable Protocol costs. The client's lawyer shall issue a Generally Endorsed Writ (naming the TAC) for the purposes of seeking court approval and provide a copy of TAC's letter of consent to the court when making the application. An application for court approval must be sought within 28 days of the settlement date.
- 7.5 The client's lawyer is responsible for lodging an application with the appropriate court. The application must include all relevant documentation, including medical reports, financial assessments, and details of the proposed settlement.
- 7.6 The TAC will provide any necessary documentation and support required to facilitate court approval. This may include, but is not limited to, serious injury determinations and compensation calculations.
- 7.7 Applications for court approval must be lodged within reasonable timeframes, with every effort made to avoid delays. The client's lawyer must notify the TAC of the application and any court dates as soon as they are scheduled.

## 8. CONTACTING THE TAC

- 8.1 To support efficient resolution of issues arising under or in connection with the TAC Protocols, the client's lawyer should direct enquiries to the appropriate TAC contact as set out in the [Solicitors Contact Guide](#). This Guide provides the correct point of contact for a range of common enquiries, including but not limited to those listed in Table 1:

Enquiry	Description
Change to JME supports	Where requirements for travel, accommodation, and/or equipment need amendment
Escalation of service failure	Where the TAC appears to have failed to make a Decision in a timely manner or to take reasonable action towards making a Decision
Escalation of a TAC Protocols issue	For matters involving interpretation, application or operation of the TAC Protocols
Expedited JME request	Where a JME appointment is scheduled, or an appointment needs to be altered, fewer than 28 days from the scheduled date
Fee query	To request consideration of a higher fee in response to a TAC remittance advice
JME report not received	To request that the TAC issue a formal letter to the examiner requesting the report within 7 days
JME 45-day time limit	Where the time limit is unable to be met and parties need to discuss and reach agreement on next steps
Liability indication	Where the client's lawyer is seeking an early indication of TAC's position on liability for Serious Injury Fast Track
TAC Protocols costs adjudication	Where application of the TAC Protocols <a href="#">Price Points</a> or payment of disbursements is unable to be agreed by the parties and requires PWG to make a determination

Table 1

## 9. REMEDIES

- 9.1 This chapter outlines how any disagreement about execution of the Protocols is to be managed. It provides a structured approach to escalation, ensuring timely and effective resolution while maintaining fairness and transparency.
- 9.2 Clients' lawyers should follow the steps below when raising issues about execution of the Protocols by the TAC:
  - 9.2.1 In the first instance, the issue should be raised directly with the TAC employee handling the matter.
  - 9.2.2 If the matter is not resolved, the client's lawyer may escalate the matter to the manager responsible for the relevant TAC team using Chapter 8 of this Framework. The escalation should include the TAC claim number, a summary of the issue, actions taken to date, and any relevant supporting documentation.
  - 9.2.3 The TAC manager will review the issue, consider all available information, and work with the parties involved to reach a resolution.
  - 9.2.4 If the matter is not resolved, the client's lawyer may request that the matter be referred to the relevant TAC Senior Manager.
  - 9.2.5 Where all options have been exhausted and the matter is still not resolved, the client's lawyer may refer the matter to the PWG by contacting their ALA and/or LIV representative.
  - 9.2.6 The PWG will review the matter and make a recommendation, considering client outcomes, fairness and transparency, and the broader implications for the Protocols.
- 9.3 TAC employees should follow the steps below when raising issues about execution of the Protocols by a client's lawyer:
  - 9.3.1 In the first instance, the issue should be raised directly with the client's lawyer.

- 9.3.2 If the matter is not resolved, the TAC employee may escalate the issue to their TAC manager. The escalation should be accompanied by a summary of the issue, actions taken to date, and any relevant supporting documentation.
- 9.3.3 The TAC manager will undertake a review of the file and contact the client's lawyer directly to attempt to resolve the issue.
- 9.3.4 If the matter is not resolved, the TAC manager may request that the matter be referred to a Principal Lawyer at the law firm.
- 9.3.5 The TAC manager and Principal Lawyer will review the issue, consider all available information, and work with the parties involved to reach a resolution.
- 9.3.6 Where all options have been exhausted and the matter is still not resolved, the TAC Senior Manager may refer the matter to the PWG.
- 9.3.7 The PWG will review the matter and make a recommendation, considering the broader implications for the Protocols, fairness and transparency, and client outcomes.

- 9.4 In accordance with Clause 2.1.8, where concerns arise regarding professional or ethical conduct the parties agree to address such matters in a manner consistent with the approach described in this chapter. Where appropriate, concerns may be referred to other relevant complaint handling processes and bodies, including but not limited to:
  - 9.4.1 the [TAC Complaints Office](#); or
  - 9.4.2 the [Victorian Ombudsman](#); or
  - 9.4.3 the [Victorian Legal Services Board + Commissioner](#); or
  - 9.4.4 the [Victorian Bar](#).

## 10. BEHAVIOURS OF CONCERN

- 10.1 In this Agreement, Behaviours of Concern (BoC) refer to actions by a client that may threaten or put the health, safety, or wellbeing at risk of TAC employees, lawyers, examiners, conference participants, or any workplace. BoC may include, but are not limited to:
  - 10.1.1 Persistent and unreasonable communication
  - 10.1.2 Expletive, abusive, and/or aggressive language
  - 10.1.3 Communication of suicidal thoughts and/or intentions
  - 10.1.4 Requesting or sourcing personal information (e.g., via social media)
  - 10.1.5 Threats and/or acts of physical violence
  - 10.1.6 Unacceptable physical contact
- 10.2 BoC can occur during any interactions, whether face-to-face, or via phone, email, or any virtual or digital platform.
- 10.3 The parties acknowledge the importance of ensuring the safety and wellbeing of all participants in the TAC Protocols. If either party is aware of BoC that may pose a risk to individuals they must share relevant information about this risk as soon as is practicable.
- 10.4 The parties will cooperate to implement reasonable security measures where required, which may include but is not limited to:
  - 10.4.1 Informing the relevant examiner or conference chairperson of any identified risks;
  - 10.4.2 Arranging for security personnel to be present where appropriate;
  - 10.4.3 Implementing alternative arrangements by agreement, such as remote assessments, if deemed necessary.
- 10.5 Nothing in this Agreement prevents either party from taking independent steps to ensure the safety of their employees or others, including invoking organisational risk procedures or making a report to emergency services.

## **11. PROTOCOLS LEGAL COST**

11.1 Legal costs in accordance with the [Protocol Legal Costs](#) will be indexed yearly on the first of July in accordance with the Consumer Price Index for Melbourne as published by the Australian Statistician for the preceding period immediately prior to the indexation date.