



## **Transport Accident Act**

### **No Fault Dispute Resolution Protocol**

**30 March 2026**

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## 1. PROCESS MAP

- 1.1 By agreeing to this protocol, a client's lawyer agrees to follow the No Fault Dispute Resolution protocol process map as published on the [TAC's website](#). The process map has been jointly developed and agreed to by the TAC, ALA, and LIV, and will not be modified except by agreement between these parties.

## 2. OPERATION

- 2.1 This protocol applies to the resolution of disputes regarding decisions of the [Transport Accident Commission](#) (TAC) under Parts 3 and 10 of the [Transport Accident Act 1986](#) (Vic) (TAA) (Decision).
- 2.2 This protocol should be read in conjunction with the [Protocols Framework Agreement](#), which outlines the overarching principles and terms governing the operation of all protocols between the parties.
- 2.3 In recognition of the [Civil Procedure Act 2010](#) (Vic) the TAC, the client, and the client's lawyer endeavour to resolve disputes about a Decision utilising these protocols in the first instance before progressing to issue an application for merit review at the [Victorian Civil and Administrative Tribunal](#) (VCAT).
- 2.4 A Dispute Resolution application, or DR application (also referred to as a 'pre-issue review' pursuant to [Section 77\(1A\)\(b\) of the TAA](#)), involves the review of a Decision by the exchange and assessment of information by the parties in accordance with Chapters 3 to 4 followed by a conference in accordance with Chapter 5 (if required).
- 2.5 To support timely and client-focused outcomes, the parties acknowledge that, where appropriate and by agreement, steps outlined in these protocols may be bypassed, condensed or extended. Where possible, the parties will aim to resolve the DR application within 120 days from lodgement date.
- 2.6 Where the client's lawyer requires information about a Decision to advise their client about whether there is any reasonable basis for dispute, they will request this through the TAC's [Release of Information](#) (ROI) or [Freedom of Information](#) (FOI) processes. A DR application should not be lodged as an avenue to request information about a Decision where there is no established basis for dispute.
- 2.7 Where the TAC appears to have failed to make a Decision in a timely manner or appears to have failed to take reasonable action towards making a Decision, the client's lawyer should contact the TAC directly using the method described in Chapter 8 of the [Protocols Framework Agreement](#) or by lodging a [formal complaint via the TAC website](#).
- 2.8 Where a client receives a remittance advice indicating that the TAC has paid for a service at the TAC fee schedule rate and not the full amount claimed, and a payment gap may exist, the parties agree that a formal dispute should not be the initial response. The approach at Clauses 2.8.1 and 2.8.2 is intended to support early resolution of billing issues and ensure that formal disputes are reserved for genuinely contested matters:
  - 2.8.1 Legal representatives should first make an enquiry to the TAC requesting consideration of the higher claimed rate, using the method described in Chapter 8 of the [Protocols Framework Agreement](#). The request should include the reasons for seeking a higher rate and any relevant supporting information.
  - 2.8.2 The TAC will consider the request in good faith and respond within 45 days. If the TAC does not respond within this period or issues a decision, the legal representative may then consider seeking instructions to initiate a DR application.
- 2.9 Anything said or done in the course of a DR application, including a conference or mediation, may not later be disclosed in any subsequent proceeding before VCAT unless the parties agree that the disclosure may be made or unless required by law.
- 2.10 This protocol will apply to all DR applications, as detailed in Chapter 3, lodged on or after 30 March 2026.

- 2.11 Any DR application lodged before 30 March 2026 will be determined in accordance with the [No Fault Dispute Resolution Protocols 2016](#).

### 3. LODGEMENT

- 3.1 A client who is dissatisfied with a Decision may, at any time within 12 months of becoming aware of the Decision, lodge a DR application through their lawyer.
- 3.2 Prior to lodging a DR application, and in accordance with Clause 2.6, the client's lawyer must take reasonable steps to establish the basis of the dispute and gather all documents and information intended to support the application. This includes requesting any relevant material the client holds and obtaining a signed statement from the client.
- 3.3 The DR application must be lodged using the prescribed form on the TAC's website ([Dispute Resolution Application Form](#)) and identify the Decision/s in dispute, whether in whole or in part, and the reason/s why the client does not agree with the Decision/s with sufficient detail to assist the TAC in understanding the basis of the dispute and identifying the evidence or reasoning being relied upon, to enable resolution or proper preparation for conference.
- 3.4 As part of the DR application, the client's lawyer should indicate the outcome the client is seeking. This information is provided on a without prejudice basis and does not limit the client's right to pursue other options or revise their position. It is intended to clarify the client's objectives and assist the TAC in proactively identifying opportunities for resolution.
- 3.5 The [Dispute Resolution Application Form](#) outlines the available dispute resolution streams and the relevant requirements for each. The client's lawyer must select the appropriate stream when lodging the DR application and attach a signed statement from the client.
- 3.6 Documents and information, as described in the [Protocols Documentation Standard](#), and pursuant to Clause 3.2, will be provided with the DR application.
- 3.7 In circumstances where relevant supporting information, as described in the [Protocols Documentation Standard](#), is not yet available at the time of lodgement, the client's lawyer must, as part of the DR application, provide:
- 3.7.1 a description of the additional information to be obtained and the steps already undertaken to collect prior to lodgement;
  - 3.7.2 details of any request for a Joint Medical Examination relevant to the Decision/s in dispute;
  - 3.7.3 any other information that requires TAC approval to pay for its collection in accordance with the [Protocols Documentation Standard](#); and
  - 3.7.4 a proposed timetable regarding the collection of the additional information, including scheduled examination dates and anticipated timeframes when the additional information will be exchanged with the TAC.
- 3.8 Upon receipt of the DR application, the TAC will issue a written confirmation to the client's lawyer acknowledging lodgement. This confirmation will include the date and time the DR application was received by the TAC.

### 4. EXCHANGE AND ASSESSMENT OF INFORMATION

- 4.1 Within 28 days of lodgement of the DR application, the TAC may request a video conference with the client's lawyer to narrow the issues in dispute, explore any potential early compromises, and agree on next steps. This step is mandatory for disputes concerning dental treatment, home modifications, and vehicle modifications.
- 4.2 Within 28 days of the date that the TAC has received all of the information pursuant to Clauses 3.2 to 3.6, the TAC must provide the client's lawyer with a list and copy of all relevant information in the TAC's possession that the TAC considered, or ought to have considered, in making the Decision, subject to any restrictions outlined in Clause 5.10 of the [Protocols Framework Agreement](#). This may include:
- 4.2.1 Police reports and statements taken by the police;

- 4.2.2 Investigation reports, witness statements, and surveillance which the TAC has obtained;
- 4.2.3 Ambulance, hospital, treating doctor and/or treating practitioner case sheets, clinical notes and reports, test and diagnostic reports, medico-legal reports and clinical panel review documentation and material;
- 4.2.4 Vocational and other relevant rehabilitation assessments and reports;
- 4.2.5 Any report by a non-medical expert witness where this is in existence;
- 4.2.6 TAC's calculations and decisions together with any documents considered and/or examined;
- 4.2.7 An expert accountant's report together with any documents considered and/or examined;
- 4.2.8 Documentation and material obtained from the client's current, prior or prospective employer/s and/or the client's accountant/s;
- 4.2.9 Any other relevant information obtained by the TAC pursuant to an authority signed by the client or the TAC's statutory authority pursuant to Sections 127(1) or 127A of the TAA (e.g. material from the client's previous, current or prospective employer/s, the client's accountant/s, Centrelink, superannuation funds, Workcover or other insurers, Medicare or other government departments or agencies, a client's criminal history);
- 4.2.10 Legal contentions including citations of any legal authorities relied upon; and
- 4.2.11 Any other relevant internal documents including file notes, forms and phone call records.
- 4.3 Within 28 days of receiving a proposed timetable for the collection of additional information detailed in Clause 3.7 the TAC will:
  - 4.3.1 Confirm that the Decision/s identified in the application is/are subject to review according to Section 77 of the TAA;
  - 4.3.2 Request from the client's lawyer any relevant information not yet provided that would assist the TAC in its assessment of the DR;
  - 4.3.3 Decide whether to approve a JME request as governed by the Joint Medical Examination Protocol;
  - 4.3.4 Respond to any request for the TAC to pay for the collection of information in accordance with the [Protocols Documentation Standard](#);
  - 4.3.5 Advise the client's lawyer of any suggested amendments to the proposed timetable, including by reason of any additional relevant information the TAC wishes to obtain; and
  - 4.3.6 Where appropriate, provide the client and the client's lawyer with an outcome in accordance with Chapter 6 of these protocols.
- 4.4 The client's lawyer will have 14 days (or an alternative timeframe if agreed to by the parties) to respond to the TAC's request pursuant to Clause 4.3 regarding any request for information and an amended timetable.
- 4.5 All information must be exchanged in accordance with the timetable agreed to by the parties. Where necessary, the timetable for the collection and exchange of information may be varied by the parties by agreement.
- 4.6 If the parties cannot reach agreement regarding the information to be collected, the applicable timetable for the collection and exchange of that information and/or a DR conference date, the DR must proceed to a conference in accordance with Chapter 5 or an outcome in accordance with Chapter 6 without the information in question.
- 4.7 Where a DR application fails to progress within three months of lodgement and the TAC has not received an update from the client's lawyer providing a reasonable explanation for the delay and confirming next steps, the TAC may, after providing written notice, affirm the Decision pursuant to Clause 6.3.
- 4.8 Where the TAC fails to meet the requirements described in Clauses 4.2 and 4.3, the Decision/s in dispute is/are deemed affirmed and the client's lawyer will notify the TAC pursuant to Clause 6.5.2.

## 5. CONFERENCE

- 5.1 DR conferences will be conducted in accordance with Chapter 6 of the [Protocols Framework Agreement](#).
- 5.2 A DR conference will only proceed once the requirements of the [Protocols Documentation Standard](#) have been met, unless the parties agree to proceed pursuant to Clause 2.5.
- 5.3 TAC will propose at least three possible dates and times for a DR conference. The TAC and the client's lawyer must promptly confer and agree on the date, time, and modality (in person, online, hybrid) of the conference, confirming same in writing within 14 days.
- 5.4 The DR conference should occur within 28 days of either party requesting the conference. Any change to the agreed date, time or modality may only occur where both parties agree in writing.
- 5.5 A DR conference requires the attendance of:
  - 5.5.1 the client and/or their authorised representative; and
  - 5.5.2 the client's lawyer; and
  - 5.5.3 a representative of the TAC who has authority to resolve the issue/s in dispute.
- 5.6 Where the client does not attend the conference for any reason they must be available to provide instructions to their lawyer either during or directly after the conference.
- 5.7 With prior approval of the TAC, the client may engage Counsel to attend a DR Conference.
- 5.8 Prior to or during the course of a DR conference the parties may agree to appoint an independent mediator and/or a joint expert. The TAC will pay the costs of the mediator and/or joint expert.
- 5.9 If, during the course of a DR conference, the parties agree that a mediator and/or joint expert should be appointed, necessitating an adjournment of the DR conference, it is expected that the parties will agree to an amended timetable, including a date and time to reconvene the DR conference. Where agreement regarding the amended timetable and/or further DR conference date cannot be reached between the parties then Clause 4.6 applies.
- 5.10 Where a mediator and/or joint expert is appointed the following may apply:
  - 5.10.1 On recommendation of the mediator and/or joint expert, the parties may agree that information be obtained from a third party where such information is relevant to and would assist in the resolution of the issues in dispute between the parties. The TAC agrees to fund the reasonable costs of obtaining such information. Where the parties cannot reach agreement Clause 4.6 applies;
  - 5.10.2 The parties may agree to a joint instruction letter/s and agreed attachments; or
  - 5.10.3 The parties may agree that they are bound by the joint expert's report.

## 6. OUTCOME

- 6.1 The TAC must conclude a DR application either within:
  - 6.1.1 14 days of the agreed date of resolution if the dispute has resolved prior to a DR conference being held; or
  - 6.1.2 14 days of the conclusion of the DR conference, unless otherwise agreed by the parties. The TAC may seek to extend this timeframe by providing reasons and obtaining agreement from the client's lawyer, pursuant to Clause 2.5.
- 6.2 At the conclusion of the DR application, the TAC must issue a Notification letter pursuant to [Section 77\(1A\)\(b\) of the TAA](#), advising whether TAC:
  - 6.2.1 Affirms its Decision; or
  - 6.2.2 Revokes its Decision; or
  - 6.2.3 Confirms resolution of the DR application pursuant to the agreed terms between the parties.
- 6.3 Where the Decision is affirmed the Notification letter must be sent to the client's lawyer and copied to the client, stating that:

- 6.3.1 the dispute has been the subject of a DR application which has concluded; and
- 6.3.2 the client has 3 months from the date of the Notification letter or 12 months from the date of the Decision, whichever is the latter, to lodge a review at VCAT.
- 6.4 Where the Decision is revoked or the matter is resolved by agreement, the Notification letter must be sent to the client's lawyer.
- 6.5 If the TAC does not:
  - 6.5.1 meet the requirement/s in Clauses 4.2 and 4.3 (deemed affirmed – see Clause 4.8); or
  - 6.5.2 send a Notification letter in accordance with Clause 6.2, the client's lawyer should write to the TAC advising the matter is concluded and of the client's intention to lodge an application at VCAT in accordance with Chapter 7. The TAC must then provide a Notification letter to the client's lawyer in response within 7 days of receiving the client's lawyer's letter.

## 7. MERIT REVIEW AT VCAT

- 7.1 A client may issue an application for merit review at VCAT in respect of the Decision/s in accordance with [Section 77 of the TAA](#) where the Decision/s which is/are the subject of a DR application is/are deemed affirmed or affirmed.
- 7.2 Where the TAC has not sent a Notification letter in accordance with Clauses 6.2 or 6.5 the DR application is not concluded and the 3 month time limit referred to in [Section 77\(1A\)\(b\) of the TAA](#) is taken not to have commenced running.
- 7.3 The parties will make reasonable endeavours to exchange all relevant material and documents during the DR process on which they intend to rely at VCAT.

## 8. LEGAL COSTS

- 8.1 The TAC agrees to pay the client's legal costs to the client's lawyer where the TAC revokes its Decision or where the DR is resolved by way of agreement, in accordance with the [Protocol legal costs](#) schedule applicable to:
  - 8.1.1 Denial of claim disputes;
  - 8.1.2 Loss of earnings and loss of earning capacity rate disputes;
  - 8.1.3 Loss of earnings and/or loss of earning capacity eligibility/duration disputes;
  - 8.1.4 Medical and like benefit disputes;
  - 8.1.5 Dependency and death benefit disputes;
  - 8.1.6 Impairment or minors' additional benefit disputes;
  - 8.1.7 Dispute involving any combination of disputes identified in Clauses 8.1.1 to 8.1.6 above;
  - 8.1.8 Notice of Intention to Dispute the denial of a JME. Where the TAC subsequently approves the previously denied JME following the lodgement of a DR application, the TAC will pay the applicable Protocols fee for a medical and like benefits dispute only. No additional claim can be made for a fee for the Notice of Intention to Dispute the denial of a JME;
  - 8.1.9 Counsel to attend a DR conference where the TAC has provided prior approval for the attendance.
- 8.2 The client's lawyer must write to the TAC outlining the claimed legal costs in Clause 8.1 and attach invoices and documentation for any disbursements claimed in accordance with Clause 8.4. The TAC will pay the agreed legal costs and disbursements to the client's lawyer within 14 days of receiving the letter and invoices.
- 8.3 The legal costs described in Clause 8.1 include all disbursements except for the costs itemised in Clause 8.4 below.
- 8.4 In addition to the legal costs set out in Clause 8.1, the TAC agrees to pay for:

- 8.4.1 Where the TAC has given its prior approval, regardless of outcome of the DR application:
  - a) Counsel's fees as agreed in Clause 5.7; and/or
  - b) The cost of a mediator and/or joint expert as agreed in Clause 5.9.
- 8.4.2 Where the client has no accepted TAC claim, the reasonable cost of records or reports obtained;
- 8.4.3 Where the client has an accepted TAC claim, the reasonable cost of records or reports, FOI application fees and associated charges incurred by the client during the conduct of the DR application;
- 8.4.4 Where the TAC agrees to hold an in-person DR conference:
  - a) The reasonable travel and accommodation expenses of a client (and/or their guardian/administrator) to attend the conference in accordance with the TAC's 'Travel and Accommodation Expenses' policy;
  - b) The reasonable travel expenses of a client's lawyer to attend an in-person conference where the client's lawyer is usually located within Victoria but more than 100kms from the agreed location of the DR conference, regardless of the outcome the DR application.
- 8.4.5 The reasonable cost of medico legal reports (and supplementary reports) not obtained on a joint basis upon successful resolution of a DR application if the reports were reasonably required and exchanged with the TAC.
- 8.4.6 Reasonable travel and accommodation costs associated with a client attending a medical examination (JME and/or IME) for the purpose of these Protocols. These costs will be met in accordance with the TAC's 'Travel and Accommodation Expenses' policy. Also refer to the JME Protocol regarding reimbursement of reasonable travel and accommodation expenses incurred as a result of a JME.
- 8.5 For merit reviews at VCAT, legal costs will, unless VCAT otherwise orders, be based on the Victorian Civil and Administrative Tribunal Rules 2018 scale of costs. An order for the TAC to pay an applicant's legal costs will be limited in cases where there has been a DR application to:
  - 8.5.1 A lump sum payment calculated in accordance with the legal costs described in Clause 8.1 at the date the matter was affirmed at 6.2.1; and
  - 8.5.2 Costs on a standard basis pursuant to the Victorian Civil and Administrative Tribunal Rules 2018 scale for work performed and activity following the conclusion of the DR.
- 8.6 Where there are concurrent applications under the No Fault Dispute Resolution and Common Law Protocols, a Dispute Resolution (DR) (impairment) price point in accordance with the [Protocol legal costs](#) schedule will be paid if the common law claim resolves prior to the impairment dispute being resolved if:
  - 8.6.1 A completed DR application form has been lodged; and
  - 8.6.2 The material provided supports an impairment percentage figure greater than the TAC's impairment determination and an entitlement to an impairment benefit.