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[1954

## WORKERS COMPENSATION ACTS.

*At the Executive Council Chamber, Melbourne, the  
sixteenth day of March, 1954.*

### PRESENT:

The Lieutenant-Governor, as Deputy for His Excellency the  
Governor of the State of Victoria.

Mr. Merrifield

| Mr. Smith.

## WORKERS COMPENSATION REGULATIONS 1954.

**I**N pursuance of the powers conferred by the Workers Compensation Acts and all other powers him thereunto enabling, the Lieutenant-Governor, as Deputy for His Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council of the said State, doth hereby make the Regulations following (that is to say):—

1. (1) These Regulations may be cited as the "Workers Compensation Regulations 1954" and shall come into operation on the publication thereof in the *Government Gazette*, and are divided into Parts as follows:—

Part I.—Conditions on which approval to carry on Accident Insurance Business will be granted: Section 72 (1) and Section 74 (1) (d) of the Act of 1951.

Part II.—Accident Insurance Business. Sections 64 (1), 72 (1) and 74 (1) (b) (c) and (i) of the Act of 1951.

Part III.—State Accident Insurance Business. Section 65 (1) and (2), and section 74 (1) (a) of the Act of 1951.

Part IV.—Proof of Injury and Identity: Section 74 (1) (i) of the Act of 1951.

Part V.—Summary of Provisions of the Acts: Injuries Book: Section 45 (1) and (3): Evidence of Insurance: Section 72 of the Act of 1951.

Part VI.—Times for Examination of Worker by a Medical Practitioner paid by Employer: Section 27 (1) and (3) of the Act of 1951.

Part VII.—Duties of Medical Practitioners and References to Medical Referees and to the Board: Sections 12 to 25 of the Act of 1951.

Part VIII.—References to and Duties of Medical Referees: Section 27 (4) to (8) and Section 88 (2) (b) of the Act of 1951.

Part IX.—Committal: Section 84 of the Act of 1951.

Part X.—The Register: Section 74 (1) (g) of the Act of 1951.

Part XI.—Returns by Insurers, Victorian Railways Commissioners and Employers under Scheme: Section 81 (11) and (12) of the Act of 1951.

Part XII.—Returns by Insurers: Victorian Railways Commissioners and Employers under Schemes for purposes of Section 75 of the Act of 1951, as re-enacted by Section 12 of the Act of 1953.

Revocation.

(2) On the commencement of these Regulations—

(a) The Workers Compensation Regulations 1942 made by the Governor in Council on the thirteenth day of January, 1942, and published in the *Government Gazette* of the fourteenth day of January, 1942, and all amendments to the said Regulations;

(b) the Workers Compensation Board Regulations No. 2 made by the Governor in Council on the twelfth day of December, 1938, and published in the *Government Gazette* of the fourteenth day of December, 1938; and

(c) the Workers Compensation (Return of Workers Compensation Business) Regulations 1953 made by the Governor in Council on the twenty-sixth day of May, 1953, and published in the *Government Gazette* of the fifth day of June, 1953, and all amendments to the said Regulations shall be and are hereby revoked:

Provided that such revocation shall not affect any record kept or any right acquired or any liability incurred or any act matter or thing done or suffered under the said Regulations before such commencement.

Interpretation.

2. (1) Words and expressions occurring both in these Regulations and in the Workers Compensation Acts shall be given the meaning in these Regulations which they bear in the Workers Compensation Acts.

Forms.

(2) The form noted in the margin opposite a clause of these Regulations is the form to be used in implementing that clause. The forms referred to are those appended to these Regulations.

Acts cited.

(3) The *Workers Compensation Act* 1951 is referred to as the "Act of 1951", and the *Workers Compensation Act* 1953 is referred to as the "Act of 1953". The *Workers Compensation Act* 1951 and the *Workers Compensation Act* 1953 are together referred to as the "Acts".

PART I.

*Conditions on Which Approval to carry on Accident Insurance Business will be Granted Section 72 (1) and Section 74 (1) (d) of the Act of 1951.*

Approval to be obtained before commencing business.

3. No company shall without first having obtained the approval of the Governor in Council accept any premiums or carry on any insurance business against liability in relation to workers' compensation to which employers are subject under the Acts.

4. Any approval granted by the Governor in Council shall be operative for a period not exceeding twelve months from the date thereof and shall on application be renewed annually should the Governor in Council so direct. In the granting of any approval or renewal thereof regard shall be had to the commitments and financial position of the applicant and in the case of renewal to the applicant's observance of these Regulations.

#### PART II.

*Accident Insurance Business: Section 64 (1), Section 72 (1), and Section 74 (1) (b) (c) and (i) of the Act of 1951.*

5. In this Part and in Part III. the expression "gross earnings" shall mean and include—

- (1) wages, salaries and other earnings paid in cash before the deduction of income tax or other amounts;
- (2) the value of all other allowances in substitution for cash;
- (3) the value of board and lodging provided, assessed at its actual value but in no case at less than the amount fixed by Wages Award, if any, or if no such Award at not less than 40s. per week for each person so provided;
- (4) the estimated value of the earnings derived from the contract of all contractors, tributers, sub-tributers, drivers of passenger hire vehicles under contract of bailment and members of co-operating parties who are deemed to be "Workers" within the meaning of sub-sections (3), (4), (5), and (6) of Section 3 and sub-section (4) of Section 60 of the Act of 1951, provided that the earnings of each of such persons shall be deemed to be not less than the Basic Wage; and
- (5) the contract price calculated in accordance with the second proviso of clause 8 of these Regulations in those cases where a Principal Contractor lets any part of his work to a contractor and does not undertake to satisfy himself that the contractor is insured against his full liability under sub-section (1) of Section 60 of the Act of 1951.

6. Any employer desiring to enter into a contract of accident insurance shall make such proposal to the Commissioner or to an Approved Insurer for the same and shall make and sign such declaration or declarations in connexion therewith prior to the issue of the policy as the Commissioner or the Approved Insurer may require.

7. No policy of accident insurance shall be in force as against the Commissioner or Approved Insurer until acceptance of the proposal has been intimated to the employer in writing.

8. Subject to adjustment as hereinafter provided the premium shall be calculated on the estimated "gross earnings" during the term of the insurance of all persons of each class employed by the insured and who are included in the policy.

Provided that where a per capita charge is made the premium shall be calculated according to the maximum number of persons estimated to be engaged in each class of employment during the term of the insurance.

Provided further that for the purpose of sub-clause (5) of clause 5 of these Regulations the contract price shall be calculated on the following basis unless the Commissioner or Approved Insurer is satisfied that a different basis should apply—

- (1) If the contract is for labour only, on 90 per cent. of the contract price.

- (2) If the contract is for labour and plant, on 50 per cent of the contract price.
- (3) If the contract is for labour and materials, on 40 per cent. of the contract price.
- (4) If the contract is for labour, plant, and materials, on 30 per cent. of the contract price.

Payment of  
Premium on  
New  
Insurances.

9: All premiums on new policies shall be payable yearly in advance and every employer who has made or shall hereafter make application to the Commissioner or to an Approved Insurer for a policy of accident insurance in respect of any period shall, within thirty days after acceptance, pay to the Commissioner or the Approved Insurer the appropriate premium.

Provided that the Commissioner or the Approved Insurer may, subject to such conditions as he or they may consider proper, allow a further period for the payment of the premium or accept such employer's premium by instalments.

Policy to be  
issued.

10. Upon receipt of the premium payable in respect of any proposal accepted by the Commissioner or by an Approved Insurer, the Commissioner or the Approved Insurer shall cause to be issued and delivered to the employer a policy in the form applicable to the particular insurance thereby effected.

Risks covered  
and  
provisions to  
be inserted  
in policies in  
respect of  
"Workers"  
Forms 1  
and 2.

11. (1) For the purposes of section 64 of the Act of 1951 every policy of insurance issued to an employer shall provide an indemnity against his liability to pay compensation in terms of sub-clause (2) of this clause and shall also provide an indemnity to the employer against his liability to pay damages at Common Law or under any other Acts of the State of Victoria (including all costs and expenses incurred with the consent of the Commissioner or Approved Insurer) in respect of personal injury or disease sustained by persons in the direct service of the employer and actually engaged in Victoria, in the performance of a duty incidental to the business of the employer described in the policy when the injury or disease was sustained; provided that such indemnity shall operate only to the extent that the employer is not indemnified by any other policy or contract of insurance.

Every such policy issued shall be in the form or to the effect of Form 1 or 2.

(2) For the purposes of section 72 of the Act of 1951 every policy of insurance issued to an employer in respect of his liability to pay compensation under the Acts shall provide an indemnity in respect of all persons employed in the business of the employer described in the policy who came within the scope of the Acts. Such policy shall in addition indemnify the insured against all costs and expenses incurred with the consent of the Commissioner or Approved Insurer in connection with any claim for such compensation. Such policy shall be in the form or to the effect of Form 1 or 2 and subject to the following endorsement:—

"Notwithstanding anything to the contrary contained in the within policy it is hereby agreed that the following are to be deleted from the policy:—

- (i) the references "Section (a)" and "or" in Section (a);
- (ii) section (b);
- (iii) the clause commencing "PROVIDED ALWAYS".

Persons in  
the direct  
service of  
the employer  
who are not  
"workers."

12. Every policy issued in terms of sub-clause (1) of clause 11 of these Regulations may be extended to provide an indemnity to the employer against legal liability to pay damages (including costs and expenses incurred with the consent of the Commissioner or Approved Insurer) at Common Law or under any other Acts of the State of Victoria in respect of personal injury or disease sustained by persons whilst in the direct service of an employer who are outside the scope of the Workers' Compensation Acts.

Every such extension shall be effected by the following endorsement to Form 1 or 2:—

It is hereby agreed and declared subject otherwise to the Terms Conditions and Memoranda of the Policy that if any person not coming within the scope of the Workers Compensation Acts of the State of Victoria who is in the direct employment of the Insured and whilst engaged in the business described in the Policy shall during the currency of the Policy sustain personal injury or disease then the Commissioner or Approved Insurer will indemnify the Insured against his legal liability to pay damages in respect of such injury or disease sustained within Victoria, at Common Law or under any Acts of the State of Victoria in force at the date of this Endorsement or of any subsequent renewal of the Policy, and in addition will pay all costs and expenses incurred with the consent of the Commissioner or Approved Insurer in connection with any claim for such damages. Provided that such indemnity shall operate only to the extent that the Insured is not indemnified by any other Policy or contract of Insurance.

13. Every policy issued in terms of sub-clause (1) of clause 11 of these Regulations may be extended to provide an indemnity to the employer (including indemnity against costs and expenses incurred with the consent of the Commissioner or Approved Insurer) in respect of his liability to pay damages at Common Law or under any Statute or Ordinance (other than any Workers or Workmen's Compensation Act or Ordinance) of any State or Territory of the Commonwealth of Australia in force at the commencement of the indemnity in respect of persons included in the indemnity who are in the direct service of the employer and whose duties whilst mainly carried out in the State of Victoria are partly carried out in such other State or Territory, for personal injury or disease sustained in any State or Territory of the Commonwealth of Australia whilst engaged in the performance of a duty incidental to the business of the employer described in the policy. Such indemnity shall operate only to the extent that the employer is not indemnified by any other policy of insurance and only when the wrongful act or omission giving rise to such legal liability to pay damages is actionable in a Court of Law in Victoria.

Every such extension shall be effected by the following endorsement to Form 1 or 2:—

It is hereby agreed and declared that the Commissioner or Approved Insurer will indemnify the Insured in respect of his liability to pay damages (including costs and expenses incurred with the consent of the Commissioner or Approved Insurer) at Common Law or under any Statute or Ordinance (other than any Workers or Workmen's Compensation Act or Ordinance) of any State or Territory of the Commonwealth of Australia in force at the commencement of the indemnity or any renewal thereof, in respect of persons included in the indemnity who are in the direct service of the Insured and whose duties whilst mainly carried out in the State of Victoria are partly carried out in such other State or Territory, for personal injury or disease sustained during the currency of the policy whilst any such person is actually engaged in the performance of a duty incidental to the business described in the within policy.

Provided always that the wrongful act or omission giving rise to such legal liability is actionable in a court of law in Victoria.

Provided further that such indemnity shall operate only to the extent that the Insured is not otherwise indemnified by any other policy or contract of insurance.

14. Where no notification is given by the employer, the Commissioner, or the Approved Insurer that the renewal of the policy will not be required or accepted after the due date, every employer desiring to renew a policy for a

Victorian  
employees  
outside  
Victoria.

Renewal of  
Policy.

further period shall within thirty days from the expiry of each period of indemnity make application to the Commissioner or to an Approved Insurer for renewal of the policy, but no policy shall remain in force against the Commissioner or Approved Insurer beyond such thirty days from expiry unless acceptance of the renewal has been communicated in writing. Provided that the Commissioner or Approved Insurer may subject to such conditions as he or it may consider proper allow a further period for the renewal of the policy.

Adjustments  
of Premium.

15. The premium paid in respect of each period of indemnity shall be adjusted in accordance with the gross earnings of all persons in each class included in the indemnity during such period and for the purpose of enabling the Commissioner or Approved Insurer to so adjust such premium the employer shall within one month from the expiry of such period of indemnity or such further period as may be allowed in writing supply the Commissioner or the Approved Insurer with the correct classified account of all gross earnings of all such persons of each class employed by him during the period of indemnity.

Provided that where the premium is charged at a per capita rate the premium paid in respect of each period of indemnity shall be adjusted in accordance with the maximum number of each class of worker employed at the same time during such period and for the purpose of enabling the Commissioner or the Approved Insurer to so adjust such premium the employer shall within one month from the expiry of such period of indemnity or such further period as may be allowed in writing supply the Commissioner or the Approved Insurer with a correct account of such maximum number of workers of each class employed by him at the same time during the period of indemnity.

Payment of  
Renewal  
Premiums,  
Extra  
Premiums  
and Return  
Premiums.

16. (1) The renewal premium due by any employer in accordance with clause 14 of these Regulations shall be paid by the employer within thirty days after demand in writing by the Commissioner or Approved Insurer. Provided that the Commissioner or the Approved Insurer may subject to such conditions as he or they may consider proper allow a further period for the payment of the premium or accept such employer's premiums by instalments.

(2) Any extra premium due by the employer after adjustment in accordance with clause 15 of these Regulations shall be paid by the employer within thirty days after demand in writing by the Commissioner or Approved Insurer.

(3) Any return of premium due to the employer after adjustment in accordance with clause 15 of these Regulations shall be refunded by the Commissioner or the Approved Insurer or allowed as a reduction of the employer's premium for the next ensuing period as the employer may elect.

Penalty.

17. Any employer who fails to furnish any information required pursuant to these Regulations or who furnishes to the Commissioner or to the Approved Insurer any such information which is false in any particular shall be liable to a penalty not exceeding Five pounds.

### PART III.

*State Accident Insurance Business: Section 65 (1) and (2), Section 74 (1) (a) of the Act of 1951.*

Place of  
Business.

18. The office of the Insurance Commissioner (herein after referred to as the "Commissioner") shall be at No. 412 Collins-street, Melbourne, which premises are hereby appointed for that purpose, or such place as the Minister may from time to time appoint by notice published in the *Government Gazette*.

19. For the purposes of Section 65 of the Act of 1951 (as amended by Section 11 of the Act of 1953), the Commissioner may grant policies of insurance in respect of the persons therein referred to as not being workers as if such persons were workers within the meaning of the said Act.

Benefits provided by Policy in respect of persons who are not "workers" but in Government, &c., service.

20. (1) For the purpose of Section 74 of the Act of 1951, the table fixing rates of premium to be charged in connexion with State Accident Insurance Contracts of a kind referred to in sub-clause (1) of clause 11 of these Regulations shall be compiled by the Commissioner. The rates in the said table shall be classified according to the trades, businesses and professions of employers and in fixing such rates the Commissioner shall, *inter alia*, have regard to the risk of injury or disease to employees engaged in such occupations. The Commissioner may determine the category in which any risk should be classified and shall have power to vary rates where in his discretion it appears necessary or desirable so to do.

Rates of Premium.

Such rates of premium shall apply to each £100 of gross earnings of all persons included in the indemnity or where a per capita charge is set out in such table to each person employed provided that no annual premium shall be charged at less than the minimum premium shown in the said table for any category of occupation.

Provided always that the Commissioner may allow such discounts to individual employers as may be determined by the Commissioner from time to time and which may vary as between such employers according to the total annual wage expenditure and the claims made by an employer.

(2) The rates of premium to be charged in connexion with State Insurance Contracts made in terms of sub-clause (2) of clause 11, shall be 90 per centum of the rates shown in the table fixing rates of premium referred to in sub-clause (1) of this clause.

(3) The rates of premium applicable to the extended indemnity referred to in clause 12 shall be 10 per centum of the rates shown in the table fixing rates of premium referred to in sub-clause (1) of this clause.

(4) The rates of premium applicable to policies of the kind referred to in clause 19 of these Regulations shall be the same as the rates shown in the table fixing rates of premium referred to in sub-clause (1) of this clause.

(5) No premium shall be charged for the extended indemnity referred to in clause 13 of these Regulations.

#### PART IV.

*Proof of Injury and Identity: Section 74 (1) (1) of the Act of 1951.*

21. Death or disablement may be proved by the production of such evidence as the Commissioner or Approved Insurer deems necessary having regard to the form of policy and to the circumstances of the case.

Proof of death or disablement.

22. The Commissioner or Approved Insurer may require a Statutory Declaration or other evidence as to the identity of the person killed or injured in respect of whom a claim for compensation is made.

Proof of identity.

#### PART V.

*Summary of Provisions of the Acts: Injuries Book: Section 45 (1) and (3). Evidence of Insurance: Section 72 of the Act of 1951.*

23. The particulars required to be posted up in some conspicuous place at or near every mine quarry factory shop or office shall be in the form of Form 3.

Particulars to be posted up by employer. Form 3.

24. The book to be kept at every mine quarry factory shop or office for facilitating the giving of notice of injuries shall be in the form of Form 4.

Injuries Book to be kept by employer. Form 4.

Policy to be produced for inspection when required.

25. Every employer (including in the term the representative of an employer) of a worker shall upon the request of any member of the Police Force or any officer duly authorized by the Insurance Commissioner, produce for inspection by such member of the Police Force or officer written evidence of the fact that the employer has at the date of the request for inspection duly complied with Section 72 of the Act of 1951.

#### PART VI.

*Times for Examination of Worker by a Medical Practitioner Paid by Employer: Section 27 (1) and (3) of the Act of 1951.*

Worker meeting with accident not to be required to be medically examined except at reasonable hours.

26. Where a worker has given notice of an injury or is in receipt of weekly payments he shall not be required to submit himself for examination by a medical practitioner provided by the employer except at reasonable hours.

Intervals between examinations of worker in receipt of weekly payments.

27. A worker in receipt of weekly payments shall not be required after a period of one month has elapsed from the date on which the first payment of compensation was voluntarily made or awarded (as the case may be) to submit himself for examination by a medical practitioner provided by the employer except at the following intervals:—

Once a week during the second month and once a month during the subsequent months.

Additional examination when revision or redemption of payments sought.

Provided that where after the second month an application has been made to the Board for a review or at any time for redemption of the weekly payment, the worker may be required to submit himself to one additional examination.

#### PART VII.

*Duties of Medical Practitioners and References to Medical Referees and to the Board under Sections 12 to 25 of the Act of 1951.*

NOTE.—The Governor in Council has by Proclamation published in the *Government Gazette* No. 96 of the 12th February, 1947, specified the under-mentioned diseases in relation to the under-mentioned processes or occupations (*vide* Section 21 of the Act of 1951.) The list is complete as at 21st April, 1953.

Description of Disease.	Description of Process or Occupation.
Arsenic poisoning or its sequelae ..	Any manufacturing or other process involving the use of or contact with arsenic or its preparations or compounds
Phosphorus poisoning or its sequelae ..	Any manufacturing or other process involving the use of or contact with phosphorus or its preparations or compounds
Lead poisoning or its sequelae ..	Any manufacturing or other process involving the use of or contact with lead or its preparations or compounds
Mercury poisoning or its sequelae ..	Any manufacturing or other process involving the use of or contact with mercury or its preparations or compounds
Copper poisoning or its sequelae ..	Any manufacturing or other process involving the use of or contact with copper or its preparations or compounds
Zinc poisoning or its sequelae ..	Any manufacturing or other process involving the use of or contact with zinc or its preparations or compounds
Anthrax .. .. .	Wool combing; wool sorting; handling of or coming into contact with hides, skins, wool, hair, bristles, or carcases
Carbon bisulphide poisoning ..	Any manufacturing or other process involving working in contact with or the inhalation of carbon bisulphide gas
Carbon monoxide poisoning ..	Any manufacturing or other process involving working in contact with or the inhalation of carbon monoxide gas
Chrome ulceration or its sequelae ..	Any manufacturing or other process involving the use of or contact with chromic acid or bichromate of ammonium potassium or sodium or their preparations

PART VII.—*continued.*

Description of Disease.	Description of Process or Occupation.
Poisoning by benzol or its nitro and amido derivatives (dinitra-benzol, aniline, and similar substances)	Any occupation involving the use of or contact with a nitre or amido derivate of benzol or its preparation or compounds
Septic poisoning or its sequelae	Any work involving the handling of meat or the manufacture of meat products or animal by-products in connexion with the trade of a butcher or slaughterman
Dermatis venenata	Any occupation involving the use of or contact with vegetable or mineral matter
Tenosynovitis (inflammation of the tendon sheaths of the hand, wrist, forearm, or elbow)	Any process or occupation connected with the preparation, preserving, canning, or bottling of jams, sauces, fruits, pickles, or other similar foods for human consumption
Subcutaneous cellulitis or acute bursitis arising at or about the knee (beat knee)	} Mining
Subcutaneous cellulitis or acute bursitis over the elbow (beat elbow)	

In this Part and Part VIII, unless inconsistent with the context or subject-matter—

- (i) "Deliver", "Forward", and "Send" shall mean to transmit by messenger or by postage paid letter through the post.
- (ii) "Place of practice" shall mean the consulting rooms of the medical practitioner or referee.
- (iii) "Place in which the case arises" shall mean the place in which all the parties concerned reside, or, if they reside in different places, the place prescribed by rules of the Board, subject to any transfer made under those rules.

28. It shall be the duty of the Registrar insofar as any matter may come within his purview to see that there has been a substantial compliance with these Regulations and to that end to refuse to accept any document tendered to him or to take any further action until such compliance has been made.

29. After examination, the medical practitioner shall give a certificate of disablement or shall certify that he is not satisfied that the worker is entitled to such certificate. In either case he shall deliver the certificate to the worker.

30. (1) Where the action of a medical practitioner is to be referred to a medical referee or to the Board—

- (a) If the aggrieved person is the person named as the employer in the certificate of disablement he shall within twenty-one days of the receipt by him of notice of disablement or, if he requires in writing production of the said certificate for inspection, within twenty-one days of its being produced, apply to the Registrar for reference of the matter to a medical referee or to the Board.
- (b) If the aggrieved person is the person named as the worker in the certificate, he shall, within twenty-one days of the date of the certificate by which he is aggrieved, apply to the Registrar for reference of the matter to a medical referee or to the Board—and the Registrar may, in either case, for good cause extend the time for making such application for not more than seven days.

Registrar to require compliance with Regulations.

Giving a certificate. Forms 5 and 6.

Reference to medical referee or to the Board.

Application by employer. Form 7.

Application by worker. Form 8.

Documents to accompany any application. (2) If the worker be the applicant, the application shall be accompanied by the certificate of the medical practitioner; if the employer be the applicant, by the notice of disablement, and a copy of the certificate and an undertaking to pay any reasonable travelling expenses incurred by the worker in attending for examination by the medical referee or before the Board.

(3) The applicant shall also file with the Registrar such copies of the application and other documents, as the Registrar shall require, for the use of the other party and the medical referee or the Board.

Travelling expenses of worker. (4) Upon the request of either party the Registrar shall fix the amount of travelling expenses under sub-clause (2) hereof and his decision unless reviewed by the Board shall be final.

Reference. (5) The Registrar shall refer the matter to the medical referee or the Board (as the case may require).

Order to submit for examination. Form 9. 31. (1) The Registrar, after having satisfied himself as to whether the worker is able to travel, shall make and forward to the worker an order that he submit himself for examination by the medical referee or give his attendance upon the inquiry to be held by the Board.

Form 10 (a). (2) In the case of reference to a medical referee the Registrar if satisfied that both parties have agreed to such reference, shall refer the matter to such medical referee by forwarding to him an order of reference and a copy of the application and other documents filed therewith.

Reference to Board. Form 10 (b). (3) In the case of reference to the Board the Registrar shall refer the matter to the Board by making an order of reference and by bringing such matter before the Board in the manner, insofar as the nature of the proceedings may allow, in which contested proceedings are generally brought before the Board.

Copy order of reference for both parties. (4) In the case of reference to a medical referee the Registrar shall forward to both parties a copy of the order of reference and to the respondent a copy of the other documents forwarded to the medical referee.

Referee to appoint time and place for examination. (5) The medical referee, on receipt of the order of reference, shall appoint a time and place for the examination and shall send notice thereof to the Registrar. It shall be the duty of the worker, if the employer is the applicant, and of the employer or his representative, to attend at the time and place appointed. In the event of the failure of either or both to attend, the medical referee shall decide the matter, upon such information as shall be or become available at the time appointed or at such later date to which he may, on notice to both parties, postpone or adjourn the inquiry. If the medical referee deems it necessary to apply for expert assistance he may postpone or adjourn the inquiry on notice to both parties.

Referee to examine worker and hear parties. (6) Except as otherwise provided the medical referee before deciding the matter shall examine the worker and consider any statement made by or on behalf of employer or worker.

Notice of decision. Form 11. (7) The medical referee shall forward to the Registrar and each party written notice of his decision.

Registrar to keep record of references. Forms 12 and 12 (2). 32. The Registrar shall keep a record of all references to medical referees made by him under this Part, and shall send a copy of such record to the Chief Secretary at the end of each quarter.

Reference to Board. 33. In the case of reference to the Board:—

(a) The Registrar shall forward to both parties a copy of the order of reference and to the respondent a copy of the documents filed with the Registrar.

Procedure before Board. (b) The procedure to be followed by the Board shall be, insofar as the nature of the proceedings may allow, the same as that followed upon the hearing of and determination by it of contested matters.

- (c) Where the worker is unable to travel to attend before the medical referee or upon the hearing by the Board, he shall submit to such medical examination or examinations at such times and places as shall be ordered by the Board and he may be represented at such hearing by his counsel, solicitor, or agent, and the Board may in its discretion postpone or adjourn the hearing from time to time.

## PART VIII.

*References to and Duties of Medical Referee: Section 27 (4) to (8) and Section 88 of the Act of 1951.*

34. The provisions of Part VII. of these Regulations insofar as they may be appropriate shall apply to references to and the duties of medical referees; and the Forms prescribed under such Part shall with necessary modification be the Forms to be used under this Part.

35. Where a medical referee attends on the summons of the Board for the purpose of sitting with the Board as an assessor, he shall be entitled to such fee as the Board may fix and the Chief Secretary sanction.

## PART IX.

*Committal: Section 84 of the Act of 1951.*

36. Any order made or issued pursuant to the provisions of Section 84 of the Act of 1951 shall with necessary modifications be in the form contained in the Third Schedule of the *County Court Act 1928* or to the like effect.

## PART X.

*The Register: Section 74 (1) (g) of the Act of 1951.*

37. The Registrar shall keep a register in the form or to the effect of Form 13 and such register shall in respect of all claims for compensation received by the Board contain the particulars specified at the head of the several columns prescribed in such Form. The register shall be in the form of a book fastened together by sewing or bound in such a manner as to prevent any page being removed or withdrawn and each page thereof shall be numbered consecutively.

## PART XI.

*Returns by Insurers, Victorian Railways Commissioners and Employers Under Schemes: Section 81 (11) and (12) of the Act of 1951.*

38. (1) The return which every insurer shall furnish to the Board in pursuance of the provisions of Section 81 of the Act of 1951 shall be in the form or to the effect of Form 14. Such return shall be furnished to the Board by the insurer causing the same to be either delivered by hand to the Registrar at the offices of the Board, or posted to him in a prepaid registered letter addressed to the Registrar at the offices of the Board within the period between the first day of January and the first day of April of every financial year ending on the thirtieth day of June.

(2) The return which the Victorian Railways Commissioners and every employer in respect of whom a certificate under Section 13 of the *Workers' Compensation Act 1928* is in force shall furnish to the Board in pursuance of the provisions of Section 81 of the Act of 1951 shall be in the form or to the effect of Form 15. Such return shall be furnished to the Board by the Victorian Railways Commissioners and such employer causing the same to be either delivered by hand to the Registrar at the offices of the Board or posted to him in a prepaid registered letter addressed to the Registrar at the offices of the Board within the period between the first day of January and the first day of April of every financial year ending on the thirtieth day of June.

Form 16.

39. The Registrar shall by a notice in the form or to the effect of Form 16 notify every insurer, the Victorian Railways Commissioners, and every employer in respect of whom a certificate under Section 13 of the *Workers Compensation Act* 1928 is in force of the amount of the annual contribution payable in each financial year by such insurer, the Victorian Railways Commissioners, or such employer (as the case may be).

## PART XII.

*Returns by Insurers, Victorian Railways Commissioners and Employers under Schemes for Purposes of Section 75 of the Act of 1951 as Re-enacted by Section 12 of the Act of 1953.*

Return of  
workers  
compensation  
business.  
Forms 17, 18,  
19, and 20.

40. (1) The return required by Section 75 of the Act of 1951 as re-enacted by Section 12 of the Act of 1953 to be furnished to the Government Statist shall be in the form of Forms 17, 18, 19 and 20, and there shall be annexed to such return a statement showing the method by which premiums shown therein are assessed in relation to wages paid to workers.

(2) The said return shall be furnished to the Government Statist after the thirtieth day of June and before the thirty-first day of December in each year for the period of twelve months ended on the said thirtieth day of June.

## FORM 1.

.....(Name of Approved Insurer).

.....(Address).

## EMPLOYERS' INDEMNITY POLICY.

## GENERAL.

## (Including Workers Compensation Acts.)

WHEREAS the Employer (hereinafter called the "Insured") named in the Schedule herein (hereinafter called the "Schedule") of the address and carrying on the business described therein and no other for the purpose of this Indemnity, has made to the.....(name of Approved Insurer) (hereinafter called the "Insurer") a written Proposal, Agreement, and Declaration, dated as set out in the Schedule, which it is agreed shall be the basis of this contract and incorporated herein:

NOW THIS POLICY WITNESSETH that in consideration of the payment to the Insurer of the Premium shown in the Schedule for the Initial Period of Indemnity stated therein IT IS HEREBY AGREED that, if during the said Initial Period or any Subsequent Period described in the Schedule (subject to the payment of Premium as provided therein) any person employed in the business described in the Schedule who is a worker within the meaning of the Workers Compensation Acts of the State of Victoria or any amendments thereof in force at the commencement of this indemnity or any renewal thereof (hereinafter called the "Act") shall sustain personal injury or disease for which the Insured shall become liable—

Section (a)—to pay compensation under the Act; or

Section (b)—to pay damages at Common Law or under any Acts of the State of Victoria or any amendments thereof in force at the commencement of this indemnity or any renewal thereof.

the Insurer will indemnify the Insured against all sums for which the Insured may become so liable, and will, in addition, be responsible for all costs and expenses incurred with the consent of the Insurer in connexion with any claim for such compensation or damages.

PROVIDED ALWAYS that the Indemnity in respect of liability as defined under Section (b) hereof shall operate only in respect of persons in the direct service of the Insured and actually engaged in Victoria in the performance of a duty incidental to the business described in the Schedule when the injury or disease was sustained, AND FURTHER that such indemnity shall operate only to the extent that the Insured is not indemnified by any other Policy or Contract of Insurance.

PROVIDED ALSO that the due observance and fulfilment of the Conditions of this Policy and any Memoranda endorsed hereon, or attached hereto, which Conditions and Memoranda are to be read as part of this Policy, shall be a condition precedent to any liability of the Insurer under this Policy.

## SCHEDULE.

<i>The Insured.</i>		Policy No. ....
Name:		<i>Premium—</i>
Address:		Subject to adjustment in terms £ of Condition No. 9 hereof
<i>The Business.</i>		<i>Earnings—</i>
Description:		Estimated amount of Wages, Salaries, and other
Situation:		Earnings .. .. £

*Period of Indemnity:*

Initial Period.—From 195 to Four o'clock in the  
afternoon of 195

Subsequent Period.—Any subsequent period (ending at Four o'clock  
in the afternoon of the last day of such period) for which the  
Insured shall pay and the Insurer shall agree to accept the  
appropriate renewal premium.

Date of Proposal, Agreement, and Declaration:

In witness whereof the Insurer has caused this Policy to  
be signed at Melbourne this                      day  
Optional of 19  
.....Controlling Officer.

## CONDITIONS.

1. Every notice or communication to be given or made under this Policy shall be delivered in writing at the Principal Office of the Insurer in Melbourne, Victoria. *Notices.*
2. The Insured shall give notice to the Insurer in the manner above set forth of any personal injury or disease sustained by an Employee as soon as practicable after information as to the happening of such, or of any incapacity arising therefrom, comes to the knowledge of the Insured or of the Insured's Representative for the time being, and shall forward to the Insurer forthwith after receipt thereof, every written or verbal notice of claim and all proceedings or information as to such notice. *Injuries.*
3. The Insured shall not incur any expense, litigation or otherwise, or make any payment, settlement or admission of liability in respect of any injury or disease for which the Insurer may be liable under this Policy, without the written authority of the Insurer. *Admissions.*
4. The Insurer shall in respect of anything indemnified under this Policy be entitled to use the name of the Insured, including the bringing, defending, enforcing, or settling of legal proceedings for the benefit of the Insurer. The Insured shall give all necessary information and assistance, and forward all documents to enable the Insurer to settle or resist any claim as the Insurer may think fit. *Proceedings.*
5. The Insurer shall be entitled to use the name of the Insured in any proceedings to enforce, for the benefit of the Insurer, any order made for costs or otherwise, and shall have the right of subrogation in respect of all rights which the Insured may have against any person or persons who may be responsible to the Insured or otherwise in respect of any claim for any injury or disease covered by this Policy, and the Insured shall as and when required execute any necessary documents for the purpose of vesting such rights in the Insurer. *Subrogation.*
6. The Insured shall take all reasonable precautions to prevent injuries, and to comply with all statutory obligations. The Insurer shall have the right and opportunity at all reasonable times to inspect the plant, works, machinery, and appliances used in the Insured's business. *Precautions.*
7. The first Premium and all Renewal Premiums that may be accepted are to be regulated by the amount of wages, salaries, and other forms of remuneration paid or allowed and/or the number of employees engaged in each class of employment during each period of indemnity to all persons included in the indemnity. *Premiums.*

- Wages Book.** 8. The name class of employment and earnings of every person included in this indemnity shall be entered regularly in a proper wages book so that a record may exist of all persons as are entitled to call upon the Insured for compensation or damages and the Insured shall at all times allow the Insurer, or any Officer duly authorized by the Insurer to inspect such wages book.
- Adjustment of Premium.** 9. The Insured shall supply the Insurer with a correct classified account of all such wages, salaries, and other forms of remuneration paid or allowed, or when required the number of employees engaged, during any period of indemnity within one month from the expiry of such period of indemnity, and if the amount so paid or the number of employees engaged, in each classification, shall differ from that on which premium has been paid, the difference in premium shall be met by a further payment to or a refund by the Insurer, as the case may be, provided that the amount to be retained by the Insurer shall in no case be less than such minimum premium as may be prescribed. Provided, however, that in the event of the Insured not having employed any Employee during any one year of Insurance 50 per cent. of the said Minimum Premium may be allowed as a rebate and be applied towards the next Renewal Premium.
- Contracts.** 10. The Insured shall immediately notify the Insurer in the event of its letting any Contract during the period of indemnity, and shall give the Insurer all such particulars with respect to such contract as the Insurer may require, and shall pay to the Insurer forthwith on demand the premium required to cover its liability with respect thereto.
- Other Indemnity.** 11. If at the time injury or disease was sustained by any person included in this indemnity there be any other indemnity or indemnities subsisting in respect of liability under the Workers Compensation Acts whether effected by the Insured or any other person covering the same the Insurer shall not be liable to pay or contribute more than a rateable proportion of the liability under such Acts in respect of such injury or disease for compensation, litigation expenses or otherwise.
- Business of Insured.** 12. This Policy shall not extend to indemnify the Insured in respect of any employee engaged in any occupation not incidental to the business described herein unless the Insured gives prior notice of such engagement to the Insurer and the Insurer signifies its agreement to the inclusion of such employees by endorsement hereon and the Insured pays to the Insurer any necessary additional Premium.
- Assignment.** 13. No assignment of interest under this Policy shall bind the Insurer unless the written consent of the Insurer is endorsed hereon.
- Arbitration.** 14. If any question or difference shall arise touching the meaning of this Policy or its Conditions, or as to the rights, obligations, or liability of either party hereunder, the same shall be referred to arbitration under the *Arbitration Act 1928*, or any other Act which may for the time being be in force and apply to the particular case in which such question or difference shall have arisen.

## FORM 2.

..... (Name of Approved Insurer).

..... (Address).

## EMPLOYERS' INDEMNITY POLICY.

(Including Workers Compensation Acts.)

## PRIVATE HOUSEHOLDERS.

WHEREAS the Employer (hereinafter called the "Insured") named in the Schedule herein (hereinafter called the "Schedule") of the address described therein has made to the..... (name of Approved Insurer) (hereinafter called the "Insurer") a written Proposal, Agreement, and Declaration, dated as set out in the Schedule, which it is agreed shall be the basis of this contract and incorporated herein:

NOW THIS POLICY WITNESSETH that in consideration of the payment to the Insurer of the Premium shown in the Schedule for the Initial Period of Indemnity stated therein It IS HEREBY AGREED that if during the said Initial Period or any Subsequent Period described in the Schedule (subject to the payment of Premium as provided therein) any person employed by the Insured to perform household work as hereinafter defined who is a worker within the meaning of the Workers Compensation Acts of the State of Victoria or any amendments thereof in force at the commencement of this indemnity or any renewal thereof (hereinafter called the "Act") shall sustain personal injury or disease for which the Insured shall become liable—

Section (a)—to pay compensation under the Act; or

Section (b) —to pay damages at Common Law or under any Acts of the State of Victoria or any amendments thereof in force at the commencement of this indemnity or any renewal thereof.

the Insurer will indemnify the Insured against all sums for which the Insured may become so liable, and will, in addition, be responsible for all costs and expenses incurred with the consent of the Insurer in connexion with any claim for such compensation or damages.

PROVIDED ALWAYS that the indemnity in respect of liability as defined under Section (b) hereof shall operate only in respect of persons in the direct service of the Insured and actually engaged in Victoria in the performance of a duty incidental to household work as hereinafter defined when the injury or disease was sustained, AND FURTHER that such indemnity shall operate only to the extent that the Insured is not indemnified by any other Policy or Contract of Insurance.

PROVIDED ALSO that the due observance and fulfilment of the Conditions of this Policy and any Memoranda endorsed hereon, or attached hereto, which Conditions and Memoranda are to be read as part of this Policy, shall be a condition precedent to any liability of the Insurer under this Policy.

#### DEFINITION OF HOUSEHOLD WORK.

For the purposes of this Policy the term "Household Work" means indoor and outdoor domestic work performed in relation to the Insured's household but does not include work performed in connexion with the Insured's profession, business or occupation.

#### SCHEDULE.

<i>The Insured.</i>	Policy No. ....
Name :	£
Address :	Premium—
Estimated number of Employees	Subject to adjustment in terms of Condition No. 9 hereof

#### Period of Indemnity:

Initial Period.—From 195 to Four o'clock in the  
afternoon of 195.

Subsequent Period.—Any subsequent period (ending at Four o'clock in the afternoon of the last day of such period) for which the Insured shall pay and the Insurer shall agree to accept the appropriate renewal premium.

Date of Proposal, Agreement and Declaration:

Optional	{	In witness whereof the Insurer has caused this Policy to
		be signed at Melbourne this                      day
		of                      19                      Controlling Officer.

#### CONDITIONS.

1. Every notice or communication to be given or made under *Notices.* this Policy shall be delivered in writing at the Principal Office of the Insurer in Melbourne, Victoria.

2. The Insured shall give notice to the Insurer in the manner *Injuries.* above set forth of any personal injury or disease sustained by an Employee as soon as practicable after information as to the happening of such, or of any incapacity arising therefrom, comes to the knowledge of the Insured or of the Insured's Representative for the time being, and shall forward to the Insurer forthwith after receipt thereof, every written or verbal notice of claim and all proceedings or information as to such notice.

3. The Insured shall not incur any expense, litigation or *Admissions.* otherwise, or make any payment, settlement or admission of liability in respect of any injury or disease for which the Insurer may be liable under this Policy, without the written authority of the Insurer.

4. The Insurer shall in respect of anything indemnified under *Proceedings.* this Policy be entitled to use the name of the Insured, including the bringing, defending, enforcing, or settling of legal proceedings for the benefit of the Insurer. The Insured shall give all necessary information and assistance, and forward all documents to enable the Insurer to settle or resist any claim as the Insurer may think fit.

- Subrogation.** 5. The Insurer shall be entitled to use the name of the Insured in any proceedings to enforce, for the benefit of the Insurer, any order made for costs or otherwise, and shall have the right of subrogation in respect of all rights which the Insured may have against any person or persons who may be responsible to the Insured or otherwise in respect of any claim for any injury or disease covered by this Policy, and the Insured shall as and when required execute any necessary documents for the purpose of vesting such rights in the Insurer.
- Precautions.** 6. The Insured shall take all reasonable precautions to prevent injuries.
- Premiums.** 7. The first Premium and all Renewal Premiums that may be accepted are to be regulated by the maximum number of employees of each class employed at any one time by the Insured during each period of indemnity.
- Record of Earnings.** 8. The name and occupation of every person included in this indemnity and the amount of wages or other forms of remuneration shall be duly recorded so that a record may exist of such employees as are entitled to call upon the Insured for compensation or damages and the Insured shall at all times allow the Insurer, or any Officer duly authorized by the Insurer, to inspect such record.
- Adjustment of Premium.** 9. The Insured shall supply the Insurer with a correct statement of the maximum number of employees of each class employed at any one time during any period of indemnity within one month from the expiry of such period of indemnity, and if the maximum number of employees of each occupation so disclosed shall differ from the number and class of employees on which premium has been paid, the difference in premium shall be met by a further payment to or a refund by the Insurer, as the case may require, provided that the amount to be retained by the Insurer shall in no case be less than such minimum premium as may be prescribed. Provided, however, that in the event of the Insured not having employed any Employee during any one year of Insurance 50 per cent. of the said Minimum Premium may be allowed as a rebate and be applied towards the next Renewal Premium.
- Other Indemnity.** 10. If at the time injury or disease was sustained by any person included in this indemnity there be any other indemnity or indemnities subsisting in respect of liability under the Workers Compensation Acts whether effected by the Insured or any other person covering the same the Insurer shall not be liable to pay or contribute more than a rateable proportion of the liability under such Acts in respect of such injury or disease for compensation, litigation expenses or otherwise.
- Assignment.** 11. No assignment of interest under this Policy shall bind the Insurer unless the written consent of the Insurer is endorsed hereon.
- Arbitration.** 12. If any question or difference shall arise touching the meaning of this Policy or its Conditions, or as to the rights, obligations, or liability of either party hereunder, the same shall be referred to arbitration under the *Arbitration Act 1928*, or any other Act which may for the time being be in force and apply to the particular case in which such question or difference shall have arisen.

## FORM 3.

## SUMMARY OF THE PROVISIONS OF THE WORKERS COMPENSATION ACTS.

*(To be posted up in some conspicuous place at or near every mine, quarry, factory, shop, or office.)*

## NOTICE OF INJURY.

Compensation is not recoverable unless notice of the injury has been given as soon as practicable.

*Particulars of Notice.*

The notice shall give the name and address of injured worker and shall state the cause of injury and date of occurrence.

The notice may be in writing or oral.

*Giving of Notice.*

The notice may be given to the employer, or to any foreman or official under whom the worker is employed or to any person designated for the purpose by the employer.

*Failure to Give Notice or Giving Inaccurate Notice.*

Failure to give notice, or giving of inaccurate notice will not be a bar to recovery of compensation—

- (i) if the employer had knowledge of the injury at or about the time of the injury;
- (ii) if it is found in the proceedings before the Board that the employer is not prejudiced thereby in his defence;
- (iii) if failure to give notice or giving of inaccurate notice was due to mistake, absence from Victoria, or other reasonable cause;

- (iv) if this Summary (see heading) has not been posted up at the mine, quarry, factory, shop, or office;
- (v) if the injury has been reported by or on behalf of the employer to an inspector of mines or factories;
- (vi) if the injury has been treated in an ambulance room at the mine, quarry, factory, shop, or office;
- (vii) if an entry of the particulars of the injury is made in the employer's injury book as soon as practicable after the injury. (The keeping of such injury book by the employer in every mine, quarry, factory, shop, or office is compulsory.)

#### CLAIM FOR COMPENSATION.

Compensation is not recoverable unless the claim is made within six months of injury, or, in the case of death, within six months after death.

#### *Failure to Make Claim.*

Failure to make claim within six months will not be a bar to recovery of compensation if such failure was due to mistake, absence from Victoria, or other reasonable cause, or if it is found in proceedings before the Board that the employer is not prejudiced thereby in his defence.

#### CLAIMS FOR DISABLEMENT BY DISEASE.

The contracting of disease or the aggravation or acceleration of disease may constitute an injury. In such a case the ordinary Notice of Injury may be given and the ordinary Claim for Compensation may be made.

Where the disease or the aggravation or acceleration thereof is not "injury" but is due to the nature of the employment the procedure is as follows:—

- (i) The worker should obtain from a medical practitioner a certificate stating that the worker is suffering from the disease and is thereby disabled from earning full wages at the work at which he was employed.
- (ii) In the case of such disablement (or of death), if the disease was due to any employment in which the worker was employed at any time before disablement, the worker, or in the case of death his dependants, are entitled to compensation.

#### *From Whom Compensation for Disease Recoverable.*

The compensation for disease due to the nature of the employment is recoverable from the employer who last employed the worker in that employment.

#### *Notice of Death or Disablement by Disease.*

Notice of death or disablement by disease must be given to the employer who last employed the worker in the employment to the nature of which the disease or aggravation or acceleration thereof was due.

#### *Giving of Notice.*

The notice of death or disablement by disease shall be given in the same manner as Notice of Accident may be given.

The notice must inform the employer—

- (i) that the worker is suffering from the disease,
- (ii) that the disease is due to the nature of the employment; and must be accompanied by a copy of the certificate of the medical practitioner,
- (iii) where the employer is dead or cannot be found, notice of death or disablement should be given as directed by the Workers Compensation Board.

#### *Appeal against Giving or Refusal to Give Medical Certificate.*

An employer or a worker may appeal against the medical practitioner giving or refusing to give a certificate or against the contents of it. The appeal may be to a medical referee, if both employer and worker agree to that course; or, if they do not agree, the appeal is to the Workers Compensation Board.

#### *Diseases Specified by Proclamation.*

A disease may be proclaimed, in the *Government Gazette*, to be a specified disease in relation to a specified industrial process or occupation. In such a case, if the worker was within five years before his disablement employed in the specified process or occupation and has contracted the specified disease, then the disease shall be deemed to have been due to the nature of the employment, unless the employer proves the contrary. (Whether a disease has been proclaimed may be ascertained by inquiring of the Registrar, Workers Compensation Board.)

#### BENEFITS AVAILABLE TO WORKERS.

If in any employment personal injury arising out of or in the course of the employment is caused to a worker, his employer shall be liable to pay compensation.

*Injury During Recess Periods and while Travelling to and from Work.*

Injury is compensative if the injury occurs:—

- (a) while the worker on any working day on which he has attended at his place of employment pursuant to his contract of employment—
  - (i) is present at his place of employment; or
  - (ii) having been so present, is temporarily absent therefrom on that day during any ordinary recess and does not during any such absence voluntarily subject himself to any abnormal risk of injury; or
- (b) while the worker—
  - (i) is travelling between his place of residence and place of employment; or
  - (ii) is travelling between his place of residence or place of employment and any trade technical or other training school which he is required to attend by the terms of his employment or as an apprentice or which he is expected by his employer to attend, or is in attendance at any such school; or
  - (iii) is travelling between his place of residence or place of employment and any other place for the purpose of obtaining a medical certificate or receiving medical, surgical or hospital advice attention or treatment or of receiving payment of compensation in connexion with any injury for which he is entitled to receive compensation, or is in attendance at any place for any such purpose; or
  - (iv) is travelling between his place of residence and place of pick-up; or whilst in attendance at such place for the purpose of being selected; or (if he fails to be selected) between such place and his place of residence.

Provided that any injury incurred while so travelling is not incurred during or after—

any substantial interruption of or substantial deviation from his journey made for a reason unconnected with his employment or unconnected with his attendance at the school or places (as the case may be) which interruption or deviation, the Board having regard to all the circumstances, considers would ordinarily have materially added to the risk of injury; or  
any other break in his journey which the Board having regard to all the circumstances, considers would ordinarily have materially added to the risk of injury.

Any reference to the "place of employment" shall, where there is no fixed place of employment, be deemed to include a reference to the whole area scope or ambit of the employment.

*Workers who are Entitled to Benefit.*

The benefits are available to all employees and apprentices (except as below).

Included amongst such employees are:—

- (i) employees whether working as manual labourers or clerical workers or domestic servants or otherwise;
- (ii) mine workers working as tributers or sub-tributers;
- (iii) certain contractors working as tree-fellers, scrub-cutters, and land-clearers;
- (iv) certain drivers of vehicles used for carrying passengers for reward, such drivers being required to pay for the use of the vehicle;
- (v) certain contractors performing work which is not incidental to a trade or business carried on in their own name;
- (vi) workers employed by the Crown or Government departments.

*Excepted Workers.*

The workers not entitled to benefit are:—

- (i) workers whose remuneration exceeds £2,000 a year (excluding payments for overtime);
- (ii) outworkers.

## AMOUNT OF COMPENSATION PAYABLE.

*Where Death Results from or is materially contributed to by the Injury.*

- (i) If worker leaves widow, or a child under 16 years of age, or any dependant wholly dependant upon his earnings—£2,240.  
For each child under 16 a further £80.
- (ii) If worker leaves only partial dependant or dependants—a sum reasonable and appropriate to the injury suffered by the dependant or dependants as result of the worker's death, but not exceeding £2,240.
- (iii) *Worker under 21 years of Age.*—If worker is under 21 years of age at accident and dies leaving no dependants, but was immediately before the accident contributing towards the maintenance of the home of the members of his family—a sum reasonable and appropriate to the injury suffered by the members of the family as a result of the worker's death, but not exceeding £2,240.

- (iv) *Weekly Payments paid before Death.*—Weekly payments paid before the worker's death are not to be taken into consideration in calculating the compensation payable upon his death.
- (v) *Lump Sum paid before Death.*—If the lump sum was paid either in redemption of weekly payments, or as a payment pursuant to the table appended to sub-section (1) of section 11 of the *Workers Compensation Act 1951*, it is deductible, except such amount as would have been paid by weekly payments if no lump sum had been paid.
- (vi) *Where Worker leaves no Dependants.*—The employer is liable to pay the reasonable costs of medical, hospital, nursing, and ambulance services and of burial.

*Where incapacity results from or is materially contributed to by the Injury.*

- (i) (a) *For total incapacity*, the compensation may be a weekly payment, during incapacity, of an aggregate of the following sums:—
  - £8 16s. in respect of the worker.
  - £2 8s. in respect of the wife, or relative *in loco parentis* (i.e., in the place of a parent) to the children under 16 years of age, if the wife or relative is wholly or mainly dependent on worker's earnings.
  - 16s. for each child under 16 years wholly or mainly dependent on worker's earnings.
  - Maximum weekly payment: £12 16s. or amount of average weekly earnings before injury, whichever is the lesser—
  - or—a lump sum not exceeding £2,800.
  - Such payments unlimited.
- (b) *For total incapacity of worker under 21 years*, the compensation is a weekly payment, while he is under 21 years, of £6 8s. in respect of the worker and additional sums as in paragraph (i) (a) above in respect of wife or relative *in loco parentis* and of any children under 16 years—or—a lump sum not exceeding £2,800.
  - Maximum payment: sum equal to his average weekly earnings before injury or £11 4s., whichever is the lesser.
  - After he attains age of 21 years—of £8 16s. in respect of worker and additional sums as in paragraph (i) (a) above for wife, relative *in loco parentis*, and children.
  - Maximum payment, £11 4s.
  - Such payments unlimited.

- (ii) *For partial incapacity*, the compensation is a weekly payment during incapacity; the amount is the same proportion of what the worker would have received had he been totally incapacitated as the proportion which his actual loss of weekly earnings bears to his average weekly-earnings before injury.

*Exception to the Foregoing Provisions for Payment of Weekly Compensation or of Lump Sum.*

- (iii) *Maximum for Total or Partial Incapacity or Both.*—Whether the worker's incapacity is either total or partial or both, the maximum of possible payments is £2,800 except in the case of a worker whose injury, in the judgment of the Workers Compensation Board results in permanent and total disablement for work or permanent and partial disablement for work and such partial disablement is established by the worker to be of a major degree. In either of such cases the Board may make such determination as it thinks proper in the circumstances.
- (iv) *Review of Weekly Payments.*—Weekly payments may be ended, diminished, or increased, on application made to the Workers Compensation Board.
  - Weekly payments shall not be ended or diminished by an employer, except in accordance with the provisions of the Workers Compensation Acts.
- (v) *Lump Sum in Redemption of Weekly Payments.*—An employer or worker may apply to the Workers Compensation Board for the redemption, by payment of a lump sum, of the employer's liability for future weekly payments. Such lump sum shall be of an amount just and reasonable, but not exceeding £2,800.
- (vi) *Lump Sum for Injuries Mentioned in the Table Appended to sub-section (1) of section 11 of the "Workers Compensation Act 1951."*—The lump sums mentioned in such table (which is set out hereunder) are payable without proof of probable future incapacity.

Proportionate sums are payable for injuries of greater or lesser degree but of the same character as those mentioned in such table.

*Weekly Payments made during Illness* resulting from any injury mentioned in such table are not to be deducted from any lump sum payable thereunder.

TABLE APPENDED TO SUB-SECTION (1) OF SECTION 11 OF THE ACT OF 1951 AS AMENDED BY SECTION 9 OF THE ACT OF 1953.

Injury.	Amount of Compensation Payable.
	£
Total loss of the sight of both eyes .. .. .	2,800
Total loss of the sight of an only eye .. .. .	2,800
Loss of both hands .. .. .	2,800
Loss of both feet .. .. .	2,800
Loss of a hand and a foot .. .. .	2,800
Total and incurable loss of mental powers involving inability to work .. .. .	2,800
Total and incurable paralysis of the limbs or of mental powers .. .. .	2,800
Total loss of the right arm or of the greater part of the right arm .. .. .	2,240
Total loss of the left arm or of the greater part of the left arm .. .. .	2,100
Total loss of the right hand or of five fingers of the right hand, or of the lower part of the right arm .. .. .	1,960
Total loss of the same for the left hand and arm .. .. .	1,825
Total loss of a leg .. .. .	2,100
Total loss of a foot .. .. .	1,680
Total loss of the lower part of the leg .. .. .	1,795
Total loss of the sight of one eye, together with the serious diminution of the sight of the other eye .. .. .	2,100
Total loss of hearing .. .. .	1,680
Total loss of the hearing of one ear .. .. .	560
Total loss of the sight of one eye .. .. .	1,120
Loss of binocular vision .. .. .	1,120
Total loss of the thumb of the right hand .. .. .	840
Total loss of the thumb of the left hand .. .. .	730
Total loss of the forefinger of the right hand .. .. .	560
Total loss of the forefinger of the left hand .. .. .	450
Total loss of two joints of the forefinger of the right hand .. .. .	415
Total loss of two joints of the forefinger of the left hand .. .. .	335
Total loss of a joint of the thumb .. .. .	450
Total loss of the first joint of the forefinger of the right hand .. .. .	280
Total loss of the first joint of the forefinger of the left hand .. .. .	225
Total loss of the first joint of the middle or little or ring finger of either hand .. .. .	170
Total loss of the middle finger of either hand .. .. .	335
Total loss of the little or ring finger of either hand .. .. .	305
Total loss of two joints of the middle finger of either hand .. .. .	255
Total loss of two joints of the little or ring finger of either hand .. .. .	240
Total loss of the great toe of either foot .. .. .	560
Total loss of a joint of the great toe of either foot .. .. .	280
Total loss of any other toe .. .. .	170
Total loss of a joint of any other toe .. .. .	55
Partial loss of the sight of both eyes or of an only eye.—Such percentage of £2,800 as is equal to the percentage of the diminution of sight measured without the aid of a correcting lens.	
Partial loss of the sight of one eye.—Such percentage of £1,120 as is equal to the percentage of the diminution of sight measured without the aid of a correcting lens.	
Partial loss of the hearing of both ears.—Such percentage of £1,680 as is equal to the percentage of the diminution of hearing measured without any hearing aid.	
Partial loss of the hearing of one ear.—Such percentage of £560 as is equal to the percentage of the diminution of hearing measured without any hearing aid.	

For the purposes of this Table—

“loss” includes “loss of use of”;

the left-hand worker is to be compensated for loss of a left arm or hand or part thereof as if it had been the loss of a right arm, hand, or part thereof of a right-handed worker; and is to be compensated for loss of right arm, hand, or part thereof as if it had been loss of a left arm, &c., of a right-handed worker.

*Maximum Payable under this Table.*—The sum payable for more than one injury mentioned in this Table, if resulting from the one accident, shall not exceed £2,800. (Sums payable under this Table in respect of injuries are in addition to sums paid during illness resulting from such injuries.)

#### COSTS OF MEDICAL, HOSPITAL, NURSING AND AMBULANCE SERVICES AND OF BURIAL.

In addition to compensation payable for the death or for the incapacity of a worker or his disablement by disease, the employer is liable to pay the reasonable costs of medical, hospital, nursing, and ambulance services and of burial.

## FORM 4.

Name of injured workman \_\_\_\_\_ age \_\_\_\_\_ married \_\_\_\_\_  
 Address \_\_\_\_\_  
 Injury occurred \_\_\_\_\_ a.m. on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_  
 p.m.  
 Particulars of cause of injury \_\_\_\_\_  
 Nature of injuries sustained \_\_\_\_\_  
 Date \_\_\_\_\_ 19\_\_\_\_

Signature of "workman" or person acting of his behalf.

## FORM 5.

## CERTIFICATE OF DISABLEMENT.

*Workers Compensation Acts.*

I, a medical practitioner, hereby certify that having personally examined  
 (a) \_\_\_\_\_ on the \_\_\_\_\_ day (a) Name of  
 of \_\_\_\_\_, I am satisfied that (b) \_\_\_\_\_ is suffering  
 from (c) \_\_\_\_\_ and is thereby disabled from (b) "He"  
 earning full wages at the work at which (b) \_\_\_\_\_ has been employed; or "she."  
 and I \*certify that the disablement commenced on the \_\_\_\_\_ day (c) Name of  
 of \_\_\_\_\_ disease.

1. Full name and address of worker . . . . .
2. Process in which worker states he was employed at or immediately  
before the date of disablement . . . . .
3. Name and place of business of employer stated by worker to have last  
employed him is process of above-mentioned . . . . .
4. Leading symptoms of disease . . . . .

Dated this \_\_\_\_\_ day of \_\_\_\_\_

(Signed)

\* If the medical practitioner is unable to certify a date on which  
disablement commenced, he should strike out this part of the certi-  
ficate. In that case the disablement will be deemed to have com-  
menced on the date on which the certificate is given. See Section 20  
of the Act.

## FORM 6.

CERTIFICATE OF MEDICAL PRACTITIONER REFUSING TO GIVE CERTIFICATE OF  
DISABLEMENT.*Workers Compensation Acts.*

I, a medical practitioner, hereby certify that having personally examined  
 (a) \_\_\_\_\_ who has applied for a Certificate of (a) Name of  
 Disablement in respect of (b) \_\_\_\_\_ being a disease to  
 which the Workers Compensation Act applied, I am not satisfied that (b) Describe  
 (c) \_\_\_\_\_ is suffering from the said disease so as to be disabled from  
 earning full wages at the work which (c) \_\_\_\_\_ has been employed. (c) "He" or  
 "she."

1. Full name and address of worker . . . . .
2. Employment to nature of which disease complained of was  
attributed . . . . .
3. Name and place of business of employer stated by worker to have last  
employed him in such employment . . . . .

Dated this \_\_\_\_\_ day of \_\_\_\_\_

(Signed)

## FORM 7.

APPLICATION BY EMPLOYER FOR REFERENCE TO THE MEDICAL REFEREE.  
BOARD.

In the matter of the Workers Compensation Acts and  
In the matter of a Certificate of Disablement granted in the case of  
(name and address of worker)

Application for a reference in the above-mentioned matter to a  
Medical Referee is hereby made on behalf of  
the Board (name and place of business  
of applicant)  
who states:—

1. That on the                      day of                      notice  
of disablement was given to the applicant by the above-mentioned  
under the provisions of the said Act.

2. That the said notice was consequent on a Certificate of Disablement  
given on the                      day of                      by  
Mr.                      of (full address)

3. That the applicant is aggrieved by the action of the above-mentioned  
Mr.                      in giving the said certificate (state grounds  
of aggrievement)

And the applicant hereby undertakes to repay to the said (worker)  
any reasonable travelling expenses he  
may incur in attending for examination by such referee, or, before the  
Board.

Two copies of this application are annexed hereto, together with a copy  
of the notice and Certificate of Disablement. (Report of the medical prac-  
titioner employed by me, and two copies thereof, are also annexed.)

Dated this                      day of

(Signed)

Applicant.

To the Registrar.

## FORM 8.

APPLICATION BY WORKER FOR REFERENCE TO THE MEDICAL REFEREE.  
THE BOARD.

In the matter of the Workers Compensation Acts and  
In the matter of a refusal of a medical practitioner to give a Certificate  
of Disablement to (name and address of applicant).

Application for a reference in the above-mentioned matter to  
a Medical Referee  
the Board

is hereby made on behalf of the said  
who states:—

1. That on the                      day of  
applicant                      applied to Mr.  
residing at (full address)

a medical practitioner for a Certificate of Disablement in respect of  
a disease to which the provisions of the  
Workers Compensation Acts apply.

2. That the said Mr.                      refused to give the  
applicant a Certificate of Disablement and certified to such refusal by a  
Certificate, dated the                      day of                      ,  
which is annexed to this application.

3. That the applicant is aggrieved by the action of the said  
Mr.                      in refusing to give him a Certificate of  
Disablement (state grounds of aggrievement)

4. That the employer in respect of whom the certificate was sought is  
(Name and place of business of employer)

Two copies of this application and the certificate of the medical prac-  
titioner, together with the report of the medical practitioner employed by  
applicant and two copies thereof, are annexed hereto.

Dated this                      day of

(Signed)

Applicant.

To the Registrar.

## FORM 9.

## ORDER ON WORKER TO SUBMIT HIMSELF FOR EXAMINATION BY MEDICAL REFEREE.

In the matter of the Workers Compensation Acts and in the matter of an application by (name and address of applicant) for reference to a Medical Referee. the Board.

To \_\_\_\_\_ of (address and description)

TAKE NOTICE that I have nominated Mr.

of \_\_\_\_\_, one of the medical referees appointed for the purposes of the Workers Compensation Acts, to decide on the matter arising on the above application.

You are hereby required to submit yourself for examination by the referee (add, where worker is in a fit condition to travel, and to attend for that purpose at such time and place as may be fixed by him). If you refuse to submit yourself for such examination or in any way obstruct the same, your right to compensation (or your right to any weekly payment) will be suspended until such examination has taken place.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Registrar.

## FORM 10 (a).

## ORDER OF REFERENCE TO MEDICAL REFEREE.

In the matter of the Workers Compensation Acts and in the matter of an application by (name and address of applicant) for a reference to a Medical Referee. the Board.

On the application of \_\_\_\_\_ (a copy of which application is hereto annexed). I hereby nominate Mr. \_\_\_\_\_ of \_\_\_\_\_ one of the medical referees appointed by the Governor in Council for the purposes of the Workers Compensation Acts, to decide on the matter arising on the said application.

Copies of the notice and certificate of the medical practitioner and of a report of a medical practitioner by whom the worker referred to in the application has been examined are hereto annexed.

The said \_\_\_\_\_, who is now at \_\_\_\_\_ has been directed to submit himself for examination by the referee.

I am satisfied that the said \_\_\_\_\_ is in a fit condition to travel for the purpose of being examined, and he has been directed to attend on the referee for examination at such time and place as may be fixed by the referee, or

(Or the said \_\_\_\_\_ does not appear to be in a fit condition to travel for the purpose of being examined.)

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Registrar.

## FORM 10 (b).

## ORDER OF REFERENCE TO THE BOARD.

In the matter of the Workers Compensation Acts and in the matter of an application by (name and address of applicant) for a reference to a Medical Referee on the application of the Board

(a copy of which application is annexed hereto) this matter has been referred to the Workers Compensation Board to decide on the matter arising on the said application.

Copies of the notice and certificate of the medical practitioner and (if available) of a report of a medical practitioner by whom the worker has been examined are annexed.

I am satisfied that the said \_\_\_\_\_ is \_\_\_\_\_ is not in a fit condition to travel for the purpose of attending upon the inquiry to be held by the Board.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Registrar.

## FORM 11.

## NOTICE OF DECISION OF MEDICAL REFEREE.

In the matter of the Workers Compensation Acts and in the matter of an application by (name and address of applicant) for a reference to a Medical Referee.  
the Board.

I hereby give you notice that having duly inquired into the above-mentioned matter in accordance with the regulations of the Governor in Council, I decide as follows:—

I dismiss (or allow) the appeal of (name of employer) . . . . .  
against the Certificate of Disablement given to (name of worker)  
. . . . . on the

or

I dismiss the appeal of (name of worker) . . . . .  
against the refusal of Mr. . . . . (name of  
medical practitioner) to give him a certificate of disablement in respect of  
of . . . . . (name of disease).

or

I allow the appeal of (name of worker) . . . . .  
against the refusal of Mr. . . . . (name of  
medical practitioner) to give him a certificate of disablement in respect of  
(name of disease) . . . . . and I fix the

day of

as the date on which the disablement commenced.

Dated this . . . . . day of

(Signed)

Medical Referee.

To (the Registrar)  
and to (the Employer)  
and to (the Worker)

## FORM 12 (1).

## RECORD OF REFERENCES TO BE KEPT BY REGISTRAR.

## For the Quarter Ended

Number of Matter.	Names of Parties.	Action of Medical Practitioner by which Applicant is Aggrieved.	Nature of Disease.	Date on which Reference Forwarded to Referee.	Whether Worker Directed to Attend on Referee or not.	Date on which Registrar Received Notification of Referee's Decision.	Name of Medical Referee Appointed.
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

## FORM 12 (2).

## RECORD OF REFERENCES AND SUMMONSES TO BE KEPT BY THE REGISTRAR FOR THE QUARTER ENDED

(1)	Number of matter.	(2)	Names of parties.	(3)	Worker's employment.	References under Sub-section 5 of Section 27.					Summonses to sit as Assessor, sub-section 2 (b) of Section 88 of Workers Compensation Act 1951.			(11)	Name of Medical Referee appointed.	(12)	Date and number of previous reference, if any, in same issue.				
						(4)	Date on which references forwarded to Referee.	(5)	Provision in the Acts under which reference is made.	(6)	Whether worker directed to attend on Referee or not.	(7)	Date on which Registrar received Referee's Certificate.					Date of—		(10)	Whether Referee sat as Assessor on each date.
																		(8)	Summonses.		

\* Each attendance should be entered on a separate line.

† If the Medical Referee did not sit a brief statement of the reasons should be appended.

## FORM 13.

## FORM OF REGISTER.

Number of matter.	Title of proceedings.	Date of commencement of proceedings.	Account number.	Minute of Determination Award or Order of the Board.	Date of issue of Certificate of Award.	Remarks.

## FORM 14.

RETURN OF PREMIUMS RECEIVED BY  
AN INSURER UNDER THE WORKERS COMPENSATION ACTS FOR THE YEAR  
ENDED THE 31ST DECEMBER, 19

1. Total amount of premiums, including premiums by way of re-insurance received by or due to the above-mentioned insurer during the year ended the thirty-first day of December, 19 , in respect of policies of insurance or indemnity indemnifying employers against their liability for accidents happening in Victoria in relation to workers' compensation under the Workers Compensation Acts or any other Act or at common law .. .. . f
  2. The amount of such premiums actually paid by way of re-insurance to other insurers contributing to the Workers Compensation Board Fund .. .. . f
- Balance .. f

Dated this                      day of                      , 19 .

To Workers Compensation Board,  
Melbourne.

\* Signature of Insurer(s), or its common seal where the insurer is a corporation.

## STATUTORY DECLARATION.

I/we    (the insurer or insurers of his  
their or its manager, secretary or agent as the case may be)  
of  
do solemnly and sincerely declare that the particulars contained in the  
above return of premiums are true and correct to the best of my/our  
knowledge information and belief. And I/we make this solemn declara-  
tion conscientiously believing the same to be true, and by virtue of the  
provisions of an Act of Parliament of Victoria rendering persons making a  
false declaration punishable for wilful and corrupt perjury.

Declared at    }  
in the State aforesaid, this                      }  
day of    in                      }  
the year of our Lord, One                      }  
thousand nine hundred and                      }

Before me—

Justice of the Peace

A Commissioner for taking Declarations and Affidavits.

## Penalties.

Failure to submit return, up to £5.

False return, up to £100.

## FORM 15.

## RETURN OF WAGES PAID TO WORKERS BY

(The Victorian Railways Commissioners, or an employer in respect of whom a certificate under Section 13 of the *Workers Compensation Act* 1928 is in force as the case may be.)

1. Amount of wages paid to workers (other than workers covered by a policy of insurance or indemnity against liability for accidents happening in Victoria in relation to workers' compensation under the *Workers Compensation Acts* or any other Act or at common law) by  
     during the year ended the  
     thirty-first day of December, 19 .. .. . £
2. Particulars of wages so paid:—

Class, Type, or Grade of Workers.	Amount of Wages Paid to such Workers.

Dated the .. .. . day of .. .. ., 19 .. .. .  
 To Workers Compensation Board,  
     Melbourne.

\* .. .. .  
 \*The common seal of the Victorian Railways Commissioners, the signature of employer(s) or its common seal where the employer is a corporation.

## STATUTORY DECLARATION.

I/we .. .. . (the Secretary for the Victorian Railways Commissioners or the employer or employers of his their or its manager, secretary or agent as the case may be) of .. .. . do solemnly and sincerely declare that the particulars contained in the above return of wages are true and correct to the best of my/our knowledge information and belief. And I/we make this solemn declaration, conscientiously believing the same to be true, and by virtue of the provisions of an Act of Parliament of Victoria rendering persons making a false declaration punishable for wilful and corrupt perjury.

Declared at .. .. .  
     In the State aforesaid, this .. .. .  
     day of .. .. . in .. .. .  
     the year of our Lord, One .. .. .  
     thousand nine hundred and .. .. .

Before me—  
     Justice of the Peace  
     A Commissioner for taking Declarations and Affidavits.

## Penalties.

Failure to submit return, up to £5.  
 False return, up to £100.

## FORM 16.

## WORKERS COMPENSATION ACTS.

Take notice that the Workers Compensation Board has in pursuance of the powers conferred on it by the *Workers Compensation Acts* fixed the sum of .. .. . pounds .. .. . shillings and .. .. . pence as the annual contribution payable by .. .. . into the Workers Compensation Board Fund for the financial year ending the thirtieth day of June One thousand nine hundred and .. .. .

Dated the .. .. . day of .. .. ., 19 .. .. .  
     .. .. ., Registrar,  
     Workers Compensation Board.

To—



## FORM 18.

Prescribed by the Workers Compensation Regulations 1954.

## WORKERS COMPENSATION INSURANCE BUSINESS.

Showing amounts included in Form 17 in respect of the following claims.

## 1. CLAIMS: INJURIES SPECIFIED IN THE TABLE.

Year ended 30th June, 19.....

Nature of Injury.	Number Arising During the Current Year.	Compensation.  Total Amount Paid During Current Year. (Excluding weekly compensation, medical etc., services and costs.)
Total loss of the sight of both eyes .. ..		
Total loss of the sight of an only eye .. ..		
Loss of both hands .. ..		
Loss of both feet .. ..		
Loss of a hand and a foot .. ..		
Total and incurable loss of mental powers involving inability to work .. ..		
Total and incurable paralysis of the limbs or of mental powers .. ..		
Total loss of the right arm or of the greater part of the right arm .. ..		
Total loss of the left arm or of the greater part of the left arm .. ..		
Total loss of the right hand or of five fingers of the right hand or of the lower part of the right arm ..		
Total loss of the same for the left hand and arm ..		
Total loss of a leg .. ..		
Total loss of a foot .. ..		
Total loss of the lower part of the leg .. ..		
Total loss of the sight of one eye, together with the serious diminution of the sight of the other eye ..		
Total loss of hearing .. ..		
Total loss of the hearing of one ear .. ..		
Total loss of the sight of one eye .. ..		
Loss of binocular vision .. ..		
Total loss of the thumb of the right hand .. ..		
Total loss of the thumb of the left hand .. ..		
Total loss of the forefinger of the right hand .. ..		
Total loss of the forefinger of the left hand .. ..		
Total loss of two joints of the forefinger of the right hand .. ..		
Total loss of two joints of the forefinger of the left hand .. ..		
Total loss of a joint of a thumb .. ..		
Total loss of the first joint of the forefinger of the right hand .. ..		
Total loss of the first joint of the forefinger of the left hand .. ..		
Total loss of the first joint of the middle or little or ring finger of either hand .. ..		
Total loss of the middle finger of either hand .. ..		
Total loss of the little or ring finger of either hand ..		
Total loss of two joints of the middle finger of either hand .. ..		
Total loss of two joints of the little or ring finger of either hand .. ..		
Total loss of the great toe of either foot .. ..		
Total loss of a joint of the great toe of either foot ..		
Total loss of any other toe .. ..		
Total loss of a joint of any other toe .. ..		
Partial loss of the sight of both eyes or of an only eye ..		
Partial loss of the sight of one eye .. ..		
Partial loss of the hearing of both ears .. ..		
Partial loss of the hearing of one ear .. ..		
Total .. ..		

## 2. JOURNEY CASES: FATAL AND NON-FATAL.

Total number arising during the current year .. ..		
Compensation (including medical, &c., services and costs)—		
Total amount paid during the current year .. ..	£	
Total amount outstanding at end of current year ..	£	

**WORKERS COMPENSATION INSURANCE BUSINESS.**

Showing amounts included in Form 17 in column headed "Total Paid" in respect of the following claims.

Diseases. Fatal and Non-Fatal. Year ended 30th June, 19

Description of disease.	Classification of Trade.	Number arising during the current Year.		Amount paid during the current Year (including Medical, &c., Services and Costs Debited to Claims).	Description of Disease.	Classification of Trade.	Number arising during the current Year.		Amount paid during the current Year (including Medical, &c., Services and Costs Debited to Claims).
		Fatal.	Non-fatal.				Fatal.	Non-fatal.	
				£					£
	Total					Total			

**WORKERS COMPENSATION INSURANCE BUSINESS.**

**Showing nature, cause, and location of the injury (not including disease) in respect of each new claim included in Form 17.**

[illegible]

Form 20.—continued.

Year ended 30th June, 19_____															
		Nature of Injury.													
		Con- tusions and abrasions.	Burns (other than by electric current and electric arcs).	Electro- cution and non- fatal effects of electric current.	Concus- sion.	Cuts and lacerations.	Punc- tures.	Amputa- tions (Trau- matic).	Dislo- cations.	Frac- tures.	Sprains and Strains.	Asphyx- iation.	Rup- tures.	Other.	Total.
(2) PART OF BODY—															
Head—															
Eyes—															
One ..															
Both ..															
Rest of face ..															
Neck ..															
Back ..															
Thorax and contents ..															
Abdomen and contents ..															
External genitals ..															
Collarbone and shoulders ..															
Arms ..															
Hands and wrists—															
Left ..															
Right ..															
Both ..															
Fingers and thumbs—															
Right hand ..															
Left hand ..															
Both ..															
Thigh ..															
Leg ..															
Foot ..															
Multiple ..															
Other ..															
Temporary disability ..															
Permanent partial disability ..															
Fatality ..															
Totals ..															

And the Honorable Leslie William Galvin, Her Majesty's Chief Secretary for the State of Victoria, shall give the necessary directions herein accordingly.

A. MAHLSTEDT,  
Clerk of the Executive Council.