Mental Health Exclusions
The new clause 7 does not make any specific reference to dismissal, termination or redundancy. Although these could be considered within subsection (f) as anything done in connection with the worker's employment the exclusion of these terms may create room for interpretation resulting is difficulties in relying upon clause 7 in certain cases.

Liability Timeframes (Clause 29 & 30) and Provisional Payments (clause 37)
I am sure that, similar to many others, my view is that these amendments, and the timeframes imposed, will see an increase in the number of disputed claims. This will in turn place increasing pressure on the already struggling Conciliation and Arbitration Service by increasing the number of applications they receive/ manage.

Information as to Remunerated work
Clause 33 does not specify a time period during which the worker must notify the insurer of remunerated work. Will the response timeframe be specified in the regulations? The amendments should also specify an Insurer/ Employer's right to reduce or cease payments in line with any declared earnings an employee provides. Again, requiring an application to be lodged will unnecessarily tie up the CAS and mean workers could essentially be in receipt of payments whilst not entitled.

Authority for Collection and Disclosure of Information (clause 34)
This clause has not outlined employers as an authorised recipient or discloser of medical and relevant information. If the consent authority signed by the claimant does not include the employer it will impede the Insurer's ability to make a timely liability determination and does not allow for a collaborative approach between the stakeholders.

Requirement that Medical and health expenses be reasonable
To facilitate the implementation of Clause 73 it would be useful to have a definition of reasonable (in line with current case law) that is specified in the legislation or within the regulations.

Disclosure of claim information for pre-employment screening
Whilst non-disclosure of prior claims during pre-employment screening is not unreasonable employers still need to ensure candidates are declaring any injury or illness which may impact their fitness for work and their inherent requirements for a role. This should be specified within the legislation to avoid any grey areas and ensure employers can adequately assess and manage risk.

Provision of workplace rehabilitation services
Will the legislation or amendments help to clarify when it is "reasonably necessary" to provide the services of a rehabilitation provider? This would be helpful in ensure that if employers can manage a return to work "in house" they are able to do so. This helps to preserve a worker's rehabilitation entitlement for if it is required due a change in return to work goal later during the life of their claim.

Restrictions on when application for registration of settlement agreement can be made
Given the legislation changes there does not appear to be a mechanism to resolve statutory claims where liability is in dispute. This will prove problematic for the efficient disposal of claims with litigation risks involved for both parties. A suggestion is for draft clause 148 to be reviewed further so claims where it has been more than 6 moths since injury could be resolved via lump sum redemption.

Issue of Certificates of Capacity (clause 169)
Suggest that the regulations limits and defines a) the types of allied health providers that can issue certificates and b) the types of cases they can be issued in. It would be difficult for employers and Insurer to manage cases where

a) practitioners are issuing progress medical certificates when they do not have continued care of a worker.
b) workers are going to multiple health professionals who do not understand the full extent of the history of the injury in an attempt to obtain favourable certification