Advocacy Training and Development Program

REHABILITATION AND COMPENSATION ADVOCATE'S HANDBOOK

The ATDP Rehabilitation and Compensation Advocate's Handbook (formally the Repatriation Handbook) is dedicated to the memory of CMDR Robin Pennock, TIP Co-ordinator for South Australia and Northern Territory from July 1998 to December 2005. Robin's knowledge, energy and persistence were the driving force in maintaining the handbook as the primary reference point for Pension and Welfare Officers. The handbook would not be in its present high standard without Robin's tireless efforts from 1998 when he first started as a member of the Repatriation Handbook Committee. By early 2003 he had volunteered for the bulk of the work associated with the Handbook as SRCA and MRCA were added. He completed the final rewrite on 5 December 2005 and passed away suddenly on 22 December 2005.

PREFACE

This handbook is designed to assist Ex-Service Organisation (ESO) Rehabilitation and Compensation Advocates. Its contents are intended to cater for the different degrees of knowledge that these people may possess.

The duties of an ESO Rehabilitation and Compensation Advocate require a wide range of skills. Such people must be able to:

- understand the military rehabilitation and compensation system;
- assist veterans and their dependants in their dealings with the Department of Veterans' Affairs (DVA);
- present a veteran's case to the best of his or her ability, regardless of personal feelings in the matter;
- understand and interpret relevant laws and regulations;
- elicit information from a person and from other witnesses, including experts; and
- evaluate factual evidence and medical opinion.

Few newcomers to the military rehabilitation and compensation system have had much experience with this field. Thus, this handbook has been written to cater for the newcomer and, in general terms, is designed to provide an easily assimilated description of the military rehabilitation and compensation system as it affects an Advocate. Some of its information is of background interest only, while some is vital to the everyday performance of an Advocate's duties.

IMPORTANT NOTE

Every effort has been made to ensure that the information contained in this Handbook was correct at the time of publication, and to keep it up to date. However, as legislation and DVA policies and procedures change, some information may become outdated.
Advocates are advised to check the currency of information before using, and to report any discrepancies to the National Training Manager by emailing ADVOCACY.TRAINING@dva.gov.au

LIST OF AMENDMENTS

NO	AMENDMENT DETAILS	DATE
1	Chapter 4 – Military Compensation Scheme	Oct 08
2	Chapter 4 – Military Compensation Scheme – current and proposed legislative amendments re same-sex partners	Jan 09
3	Chapters 1 and 5 – updates of reference material Chapters 2 and 3 – Disability Compensation and Income Support Benefits	Feb 09
4	Complete update of PO Handbook – changes as consequence of same-sex legislation; 20 September pension changes; availability of MRCA e-Learning modules; changes to reference materials and some links; deletion of Index; replacement of references to MCRS and MCS	Nov 09
5	Complete update. Conversion of Repatriation Handbook to ATDP Rehabilitation and Compensation Advocate's Handbook.	Feb 18
6	Replacement of DVA Factsheet links with DVA Web Page links.	Mar 20
7	Replacement of DVA Telephone Directory and update to Chapter 2 Part A.6	Oct 20
8	Correction to end date for service in Malaysia, Brunei and Singapore and adjacent waters in accordance with VEA Schedule 2 – Operational Areas. Chapter 2 Part A.6.2	Nov 20
9	Changes to details of Special Submarine Operations resulting from Veterans' Affairs Legislation Amendment (Partner Service Pension and Other Measures) Act 2019. Chapter 2 Part A.9	Jun 21
10	Expansion of information on dual eligibility under VEA and DRCA. Chapter 4 Part B.3.1	Jun 21
11	Expansion of information on calculating MRCA permanent impairment. Chapter 4 Part C.7.3	Jun 21
12	Change to links to VRB Practice Directions. Chapter 4 Part C.10.5	Jun 21
13	Change from VEA Disability Pension (DP) to Disability Compensation Payment (DCP)	Jan 22
14	Inclusion of ADF Transition information. Chapter 5	Apr 22
15	Update of VEA Warlike Service. Chapter 3.4.A	May 22
16	Reconfigured to remove detailed additional content to Annexes and updating of terminology	March 23
17	Additional information of catastrophic injuries and diseases added to Chapter 4.B.16 and 4.C.8.8.3	Jan 24

18	Information on oaths and affirmations added to Chapter 2.E.6	Jan 24
19	Information on onus of proof added at Chapter 2.E.2	Jan 24
20	Changes to record keeping and professional indemnity insurance in Chapter 1.B.8 and 1.B.9	Jul 24
21	Updates to ADF Transition Management in Chapter 5.B.1 and 5.B.2	Jul 24

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CHAPTER 1

INTRODUCTION TO THE REHABILITATION AND COMPENSATION ADVOCATE'S HANDBOOK

PART A – BACKGROUND

This Handbook has been prepared under the DVA Advocacy Training and Development Program (ATDP) in consultation with the ex-service community.

It covers rehabilitation and compensation benefits available under veterans' and associated legislation and is designed to assist Ex-Service Organisation (ESO) representatives and others within the veteran and serving and ex-serving community to perform their support role within that community.

Acknowledgement

Little of the material in this handbook is original and comes from many sources. In particular the following sources are acknowledged:

- The Vietnam Veterans' Association of Australia (VVAA) Handbook 1994
- The CCPS Research Library
- The DVA Consolidated Library of Information and Knowledge (CLIK)
- DVA National and State Offices.

PART B – TOOLS OF THE TRADE

1.B.1 Military Rehabilitation and Compensation Legislation

Benefits and entitlements flow from acceptance of liability under one or more of the following pieces of legislation:

- The Veterans' Entitlements Act 1986 (VEA)
- The Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988 (DRCA)
- Military Rehabilitation and Compensation Act 2004 (MRCA).

These are available from the DVA Legislation Library.

1.B.2 Other Legislation

Other legislation an Advocate needs to be aware are listed below.

Defence Act 1903

Freedom of Information Act 1982

Privacy Act 1988

Military Compensation Act 1994 (MCA)

Military Rehabilitation and Compensation (Consequential and Transitional Provisions) Act 2004 [MRC(CTP)A]

1.B.3 Establishing Proof of Identity

Before benefits, entitlements and services provided by and through DVA can be accessed a person must first establish their bona fide identity with DVA. The process for establishing proof of identity (POI) is described on the DVA website here.

If a client has previously satisfied the POI requirements with DVA, it may not be necessary to provide all the same information a second time. In some cases, the client will only need to provide one document from those listed as Category B. If that document does not provide evidence of the client's current residential address, then a client must also produce a document from those listed as Category C.

The ADF ID Card is an accepted form of ID.

1.B.4 Non-Liability Health Care Arrangements

While DVA normally only pays for treatment of medical conditions for which a client has proven a link to service and DVA has accepted liability, in certain circumstances DVA will pay for treatment of certain conditions without either being required. This is known as Non-Liability Health Care (NLHC).

All current and former members (both full-time and part-time) with any period of continuous full-time service (CFTS) may be eligible for treatment through NLHC arrangements.

HLHC arrangements provide treatment for:

- any mental health condition,
- cancer (malignant neoplasm), and
- pulmonary tuberculosis.

1.B.4.1 Mental Health and NLHC

Mental health conditions addressed though NLHC arrangements include but are not limited to:

- Posttraumatic Stress Disorder (PTSD),

- Depressive Disorder,
- Anxiety Disorder,
- Alcohol Use Disorder, and
- Substance Use Disorder.

A diagnosis is not required.

1.B.4.1.1 Access to mental health support under NLHC for Reservists without CFTS

Reserve members without CFTS may be eligible for mental health treatment under NLHC if they rendered Reserve Service in the form of Disaster Relief Service (e.g. Operation Vic Fire Assist), or Border Protection Service (e.g. Operation RESOLUTE) or were involved in a serious service-related training incident.

In the case of a serious accident, this means an accident which occurred during a training exercise undertaken by Defence in which a member of the ADF dies or sustained a serious injury. The person would have needed immediate treatment as an inpatient in a hospital. Examples of serious injuries are:

- an injury that results in, or is likely to result in the loss of an eye, or total or partial loss of vision;
- a burn requiring intensive care or critical care;
- a spinal injury;
- deep or extensive cuts that cause muscle damage, tendon damage, or permanent impairment; or
- an injury that requires the amputation of a body part.

Treatment will be provided through the Veteran White Card. More information, including how to apply for NLHC for mental health conditions, is available here.

1.B.4.2 Treatment of Cancer (Malignant Neoplasm) and Pulmonary Tuberculosis and NLHC

NLHC treatment of Cancer (Malignant Neoplasm) and Pulmonary Tuberculosis is available to those with the following types of service:

- eligible war service under the Veterans' Entitlements Act 1986 (VEA),
- operational service under the VEA,
- warlike and non-warlike service under the VEA or the Military Rehabilitation and Compensation Act 2004 (MRCA),
- peacekeeping service,
- hazardous service,
- British Nuclear Test defence service as defined in the VEA,
- completed 3 years CFTS between 7 December 1972 and 6 April 1994,
- were transitioned out of service on the grounds of invalidity or physical or mental incapacity to perform duties before completing 3 years CFTS between 7 December 1972 and 6 April 1994, but were engaged to serve not less than 3 years, or
- were a National Serviceman serving on 6 December 1972 and completed a contracted period of National Service.

Treatment is accessed through presentation of a Veteran White Card. More information, including how to apply for treatment for cancer and tuberculosis, is available here.

Veteran White Cards for the treatment of mental health conditions are issued to those with any period of CFTS as a normal part of their transition process when they leave the ADF.

1.B.5 Provisional Access to Medical Treatment

A person can access the DVA Provisional Access to Medical Treatment Program once they have submitted a claim for compensation for a range of conditions. The PAMT program facilitates access to treatment while the claim is being considered.

Once a claim has been received by DVA the Department will acknowledge receipt of the claim and provide the claimant with a Treatment Confirmation Form. This form lists the 20 most commonly accepted conditions and notes the condition claimed by the person. The claimant takes this letter to their GP who confirms the requirement for treatment. The claimant then uses this confirmation letter to access treatment that is billed to DVA. A sample of the Treatment Confirmation Form is provided below.

File Number:
Reference:
Name:

Australian Government
Department of Veterans' Affairs

PAMT Treatment Confirmation Form

This section to be filled in by a medical practitioner
Once completed, this original form must be retained by

You have received this form to complete because we need further information about current medical conditions. On completion of this form, Mr xx will be able to receive treatment for one or more of the 20 conditions specified below at DVA's expense under DVA Veteran Card arrangements. The completed form must be kept by Mr xx as evidence of eligibility for treatment.

Mr xx has submitted a claim with DVA for xxxxxx. Please confirm that they require treatment for this claimed condition by ticking the condition(s) in the list below.

☐	Achilles Tendinopathy and Bursitis	☐	Labral Tear
☐	Chondromalacia Patella	☐	Lumbar Spondylosis
☐	Cut, Stab, Abrasion and Laceration	☐	Shin Splints
☐	Dislocation	☐	Thoracic Spondylosis
☐	Fracture	☐	Plantar Fasciitis
☐	Internal Derangement of the Knee	☐	Rotator Cuff Syndrome
☐	Intervertebral Disc Prolapse	☐	Solar Keratosis
☐	Sprain and Strain	☐	Non-melanotic Malignant Neoplasm of the Skin
☐	Osteoarthritis	☐	Sensorineural Hearing Loss
☐	Joint Instability	☐	Tinnitus

Please send a copy of this completed form via email to compensation.claims@dva.gov.au or post a copy to GPO Box 9998, Brisbane QLD 4001.

Provider details

Name:		Phone:	
Address:		Fax:	
Signed:		Date:	
Provider Number:			

Information for providers

This form entitles Mr xx to treatment for the conditions specified above under DVA Health Card arrangements. Providers wishing to provide treatment or services under these arrangements must accept the DVA fee as full payment for their services and cannot charge the entitled person an additional fee. Further information on DVA Health Card arrangements can be obtained from Health Approvals on 1800 550 457 (option 3, then option 1).

Claims/invoices for treatment provided can be submitted to Veterans' Affairs Processing, Services Australia, GPO Box 9869, Melbourne VIC 3001, or via DVA Webclaim available through your Services Australia Provider Digital Access (PRODA) account.

NOTE: All treatment approvals and costs are subject to post transaction monitoring.

Internet: www.dva.gov.au
Phone: 1800 VETERAN (1800 838 372)
GPO Box 9998, Brisbane QLD 4001
Bookmark, IGNORE *of 1*

Page ***!Undefined***

1.B.6 Publications and On-Line References

An understanding of the following references is important for all Advocates.

- **Guide to the Assessment of Rates of Veterans' Pensions (GARP).** The Guide to the Assessment of Rates of Veterans' Pensions (GARP) sets out the concepts of medical impairment and how those impairments are assessed under the VEA. The current version is GARP 2016 available here. (Open the link, then click on Volume 2 in the Index).
- **Guide to Determining Impairment and Compensation (GARP M).** GARP M is used for calculating permanent impairment compensation under the MRCA. It is available here.
- **Guide To The Assessment of the Degree of Permanent Impairment (PIG)** The PIG is used to determine compensation under the DRCA. It is available here.
- **Statements of Principles.** Statements of Principles (SOPs) are determinations of the Repatriation Medical Authority (RMA) that set out the factors that must, as a minimum, exist to establish a causal connection between service and a particular injury, disease or death. SOPs are available on the RMA website here.
- **A Medical Dictionary.** A medical dictionary or encyclopaedia is necessary to interpret terms in medical reports.
- **The Forms Library.** The Forms system contains all relevant claim forms used within DVA. A list of Forms, searchable by form number, topic or keywords, is available here.
- **VeRBosity.** VeRBosity is a publication of the Veterans' Review Board (VRB) and contains selected decisions of the VRB, the Administrative Appeals Tribunal (AAT) and Federal and High Courts relevant to veterans' matters. The VRB also publishes VRB Practice Notes, a new initiative aimed at informing veterans and their representatives of the latest developments in veterans' law, as soon as possible, after they happen. Issues of VeRBosity and VRB Practice Notes can be found here.

1.B.7 DVA Consolidated Library of Information and Knowledge (CLIK)

CLIK has been designed to assist departmental staff, ESO representatives and the general public to find relevant information. The components of CLIK are described below.

- Home Page. The CLIK home page has been designed for easier navigation and access to contents. A viewing window enables the user to explore the functionality and contents of CLIK without leaving the home page. Handy Hints and Internet links help the user learn how to better use CLIK and the information it contains. An alphabetical index on the home page enhances the ease of using CLIK.
- Legislation Library. This contains the current version of the VEA, DRCA and MRCA and relevant regulations, Defence Service Homes Act 1918, and Ministerial Determinations. It also contains links to the MRC and MRC(CTP) Acts.
- Service Eligibility Assistant (SEA). The SEA provides access to determinations and legislative instruments about service. It provides information about service categories and is used for determining eligibility for benefits under legislation administered by DVA.

- Compensation and Support Policy Library. This Library contains the formal policy guide for VEA Income Support and VEA Compensation.
- Compensation and Support Reference Library. Includes Departmental Instructions, Commission Guidelines, Advisories, the Overpayment Management Manual, the Deeming Exemptions Register and the Payment Rates.
- The Rehabilitation Library is the resource and guide for rehabilitation policy, process and practice in DVA.
- The Military Compensation MRCA Info Library includes the MRCA Policy Manual and the Actuary Tables used for Age Adjusting Lump Sum Payments.
- The Military Compensation SRCA Info Library includes DRCA policy and procedural handbooks, and also the policies and procedures for processing F-111 Deseal/Reseal claims.
- The Health Policy Library contains policy information related to health eligibility and treatment issues.
- The SOPs information includes Statements of Principles and a range of related policy material (Note: These are not kept up to date - current SOPs can be found on the RMA website).
- The Reports and Studies Library contains links for research purposes to reports and studies relating to DVA and Defence matters.
- The History Library contains a lengthy section on the history of Australian involvement in military conflicts, which incorporates maps, units deployed, military strategy and timelines along with a Repatriation History and a section on the Order of Battle for Army and Air Force.

1.B.8 Record Keeping

It is important to maintain good records of relevant events, conversations, correspondence and other communications with the client and anyone else with whom you communicate about their case. Such documentation should include letters, faxes, memos, e-mail messages, notes taken during or after phone calls, and any other related information you have acquired. Proper documentation helps Advocates to keep track of their activities and demonstrates that they have followed proper procedures and have acted on the clients' instructions.

Best practice procedures are discussed below.

- **Taking Notes.** Take notes recording relevant phone calls, meetings, conversations etc. relating to each case. This should include time and date, names of participants and outline of discussion.
- **Follow up.** Send a follow-up communication to confirm key facts, decisions etc. recorded in these notes. This ensures any misunderstandings get cleared up early, as well as providing the client with a written reminder of what he or she has agreed to provide or do.
- **Keep Client files.** Make and keep on file copies of all documentation, including emails. Clients have the right to access this information if they so choose. If a client changes representative, you should provide copies of all relevant documents as well as return all original documents provided by the client.

Records should be kept for at least the period of time stipulated by the ESO's Professional Indemnity Insurance (usually seven years).

1.B.9 Professional Indemnity Insurance (PII)

While providing services, assistance and support to clients, Advocates should be provided with Professional Indemnity Insurance coverage by their ESO. You should

check with your ESO to confirm the Professional Indemnity Insurance they have and that you are individually covered by that policy.

1.B.10 Telephone Directory

- **Department of Veterans' Affairs Offices**

  General Enquiries 1800 VETERAN (1800 838 372)

- **Veterans' Access Network (VAN)**

  Local VAN Office 1800 VETERAN (1800 838 372)

  Other DVA and related contact details are available at https://www.dva.gov.au/contact

1.B.11 Alcohol Ready Reckoner

The so-called standard drink contains 10 grams of pure alcohol. This approximates to a glass of beer or wine, a nip of spirits, or a jigger of liqueur or fortified wine. However, depending on the exact size of a glass and for example, the strength of the beer, there is often more alcohol being consumed than 10 grams per drink. The following table derived from information in Nutrition and Cancer 1987 highlights this point.

Beverage	Grams per Measure						
	100ml	30ml (nip)	60ml (jigger)	115ml (wine glass)	300ml (10oz beer glass)	375ml (stubby)	750ml (tallie)
Beer							
– Average	3.8				11.4	14.3	28.5
– Light	2.7				8.1	10.1	20.3
– Diet	4.0				12.0	15.0	30.0
– Stout	4.3				12.9	16.0	32.3
Beverage	Grams per Measure						
	100ml	30ml (nip)	60ml (jigger)	115ml (wine glass)	300ml (10oz beer glass)	375ml (stubby)	750ml (tallie)
Spirits	33.4	10.0					
Champagne	12.0						
Cider	5.2						
Liqueurs	34.0		20.4				
Port	15.6		9.4				
Sherry							
– Sweet	15.3		9.2				
– Dry	15.7		9.4				
Vermouth	18.0		5.4				
Wine							
– Red	12.5			14.4			
– White sweet	10.5			12.1			
– White dry	12.0			13.8			

There is also a way of approximating the amount of alcohol consumed by time. The chart below illustrates this.

Consumption by Standard Drinks Per Day

100 gm/week = 10 standard drinks, approximates to ½ standard drinks per day

200 gm/week = 20 standard drinks, approximates to 3 standard drinks per day

250 gm/week = 25 standard drinks, approximates to 3½ standard drinks per day

300 gm/week = 30 standard drinks, approximates to 4¼ standard drinks per day

250 kg = Total of 25 000 standard drinks

500 kg = Total of 50 000 standard drinks

75 kg (10 years) averages approximately 12½ standard drinks per week (1¾ day)

150 kg (10 years) averages approximately 25 standard drinks per week (3½ day)

160 kg (15 years) averages approximately 20½ standard drinks per week (3 day)

200 kg (10 years) averages approximately 38½ standard drinks per week (5½ day)

220 kg (10 years) averages approximately 42¼ standard drinks per week (6 day)

250 kg (10 years) averages approximately 48 standard drinks per week (7 day)

250 kg (20 years) averages approximately 24 standard drinks per week (3½ day)

250 kg (25 years) averages approximately 19¼ standard drinks per week (2¾ day)

300 kg (10 years) averages approximately 57½ standard drinks per week (8¼ day)

320 kg (15 years) averages approximately 41 standard drinks per week (6 day)

500 kg (25 years) averages approximately 38½ standard drinks per week (5½ day)

CHAPTER 2
VETERANS' ENTITLEMENTS ACT 1986
DISABILITY COMPENSATION BENEFITS

INTRODUCTION

A Disability Compensation Payment (DCP) or Allowance is a benefit paid to Australian veterans or members, or eligible dependants and certain other persons, as compensation for incapacity or death that has been determined to be caused by injury or disease during or arising out of eligible VEA service.

PART A – SERVICE ELIGIBILITY

The information provided here has been taken from documents produced to assist DVA staff to determine claims for a DCP, Pension or allowance lodged under the provisions of the Veterans' Entitlements Act 1986 (VEA). It is reference material only and not a substitute for the Act and its associated legislation. Detailed and definitive eligibility information can be found only in the current version of the Act and its associated legislation.

Not all serving or ex-service personnel and their dependants are eligible to claim benefits under the VEA. To be eligible for consideration for a DCP or treatment, the veteran or member, upon whose service the claim was based, must have rendered 'eligible service'. Eligible service can be 'eligible war service', 'operational service', 'defence service', 'peacekeeping service', 'hazardous service' 'British nuclear test defence service', 'warlike service', 'non-warlike service' or service under subsection 13(6). The following sections will explain these different areas of eligible service.

Eligibility for DCPs under the VEA

- For eligibility during and after the Second World War see here.
- For eligibility for Defence and Peacekeeping Service under the VEA see here.

2.A.1 Persons who have Eligible Service under the VEA

2.A.1.1 Introduction

Before a person can lodge a claim for a Part II or Part IV DCP under the provisions of section 14 of the VEA, the person needs to be a veteran, a member of the Forces, a member of a Peacekeeping Force, or a dependant of such a person.

2.A.1.2 Veterans

A veteran is a person (including a deceased person) who is:

- taken to have rendered eligible war service, either of an operational or a non-operational nature (see s. 7 of the Act); or
- who is entitled to a DCP under subsection 13(6), (see s. 5C of the Act)

Service covered by the Act is limited to the times when Australian Forces were involved in World War I, World War II, the Korean War, the Emergency in Malaya, Confrontation in Malaysia, the Vietnam conflict and other later periods of operational service such as Namibia, the Gulf War, Cambodia, Somalia, and the former Yugoslavia as defined in the Schedule 2 to the VEA (ss. 6 and 7 and Schedule 2 refer).

Persons other than members of the Army, Navy or Air Force can be deemed by the Minister to be veterans in respect of their involvement in these conflicts (s. 5R(1) refers). Similarly, certain part-time service can be deemed by the Minister to be continuous full-time service (eligibility under the VEA applies only to persons who have rendered continuous full-time service).

The conditions under which a person satisfies the definition of a veteran are discussed in relation to the various conflicts. Some persons qualify as veterans in respect of more than one conflict eg. World War I and World War II, World War II and Korea, Malaya and Vietnam, etc. A veteran may also have Defence Service as well as service in Vietnam (in which case the person may be both a veteran and a member of the Forces or a member of a Peacekeeping Force). The definition of a veteran is not satisfied in the case of service personnel with Defence service alone.

2.A.1.3 Members of the Forces

A member of the Forces is a person who served in the Defence Force on or after 7 December 1972 and before the terminating date (the date on which the *Military Compensation Act 1994* commenced ie 7 April 1994) and has the type of service required for the purposes of the Act by section 69 (s. 68 also refers).

Part IV of the Act applies to members of the Forces or Peacekeeping Forces and their

dependants. Such a member will not qualify as a veteran unless he or she has been on operational service. However, there are some other exceptions. For example, a person can qualify as a veteran under sub-section 13(6) of the Act. That provision operates in conjunction with the definition of 'veteran' in section 5C to grant 'veteran' status to persons whose death or incapacity resulted from events or diseases that occurred:

- after 31 July 1962;
- while the member was serving overseas in a non-operational area; and
- which related in certain ways to the action of hostile forces or warlike operations against such forces. Refer to subsection 13(6) for further details.

Some members of the Forces may also have rendered operational service and thus eligible war service in various parts of the world. Part II as well as Part IV of the Act therefore cover them.

The conditions under which a person can be a member of the Forces is discussed under Peacetime Service.

2.A.1.4 Members of a Peacekeeping Force

Section 68 of the Act defines a 'member of a Peacekeeping Force' as a person who is serving, or has served:

- with a Peacekeeping Force;
- outside Australia; and
- as an Australian member, or as a member of the Australian contingent, of that Peacekeeping Force.

The conditions under which a person qualifies to be a member of a Peacekeeping Force are discussed under Peacekeeping Service.

Some members of Peacekeeping Forces also qualify as veterans because they have rendered operational service.

2.A.2 Service during World War 1

As there are no longer any surviving veterans from WWI information regarding eligibility is attached for information only at Annex A.

2.A.3 Service during World War II and immediately Post War

2.A.3.1 Background

WW II was declared on 3 September 1939 at a time when the Armed Services comprised the Permanent Forces and Citizen Forces. On 15 September 1939 it was announced that a Second Australian Imperial Force (AIF) would be enlisted for service either at home or abroad. Following the establishment of the AIF, the structure of the Defence Force was:

- Royal Australian Navy:
  - Permanent Naval Force;
  - Citizen Naval Force;
  - Naval Reserve Force; and
  - Naval Volunteer Reserve Force.
- Australian Army:
  - Permanent Military Force (PMF);
  - Citizen Military Force (CMF);
  - Active Citizen Military Force;

  - Military Reserve Force; and
  - Australian Imperial Force (AIF).
- Royal Australian Air Force:
  - Permanent Air Force; and
  - Citizen Air Force.

Service in the CMF is also known as service in the Militia. The Army, Navy and the Air Force raised women's forces and nursing services were attached to all three arms of the Defence Force.

2.A.3.2 Duration of World War II

For the purposes of the Act, WW II lasted from 3 September 1939 to 28 April 1952 - the date on which the Treaty of Peace with Japan came into force. The fighting ceased in Europe on 5 May 1945. On 15 August 1945 the Japanese Emperor broadcast to Japanese troops and ordered them to surrender. The official Japanese surrender took place in Tokyo Bay on 2 September 1945 and local surrenders in the Pacific area continued to take place from then until 29 October 1945.

2.A.3.3 Operational Service—Australian Forces

The provisions under which a person rendered operational service during World War II are more complicated than those that apply in respect of World War I. This is because Australia was actually attacked during World War II and people living in Australia died or were injured as the result of enemy action.

World War II also involved people other than the members of the Defence Force and there is provision under the legislation for these people to be recognised as having rendered operational service.

Operational service (s. 6) has been rendered during World War II if the person;

- rendered, as a member of the Defence Force, continuous full-time service:
  - outside Australia; or
  - for at least three months in the Northern Territory north of parallel 14º30' South between 19 February 1942 and 12 November 1943; or
  - for at least three months between 14 March 1942 and 18 June 1943 on a Torres Strait Island, on which the person enlisted; or

Note: *Where a person has rendered operational service as described in (i), (ii) or (iii) above, that person is deemed to have rendered operational service during any period of continuous full-time service rendered by the person during that war, within Australia, immediately before, or immediately after the period of operational service. Service as described in (iv) is for the actual time so spent.*

  - in such circumstances that the service should, in the opinion of the Commission, be treated as service in actual combat against the enemy.

or

- as a member of the Naval, Military or Air Forces of a Commonwealth or allied country, and being a person who was domiciled in Australia or an external Territory immediately before appointment or enlistment in those forces, rendered continuous full-time service:
  - outside that country; or
  - within that country but in such circumstances that the service should, in the opinion of the Commission, be treated as service in actual combat against the enemy; or

  - was employed on a special mission outside Australia; or
- was an eligible civilian who was killed, during the invasion of the Territory of Papua or the Territory of New Guinea, as a result of action by the enemy; or
- an eligible civilian who was detained by the enemy; or
- while rendering continuous full-time service as a member of the Defence Force within Australia, was injured or contracted a disease as a result of enemy action; or
- was an Australian mariner.

2.A.3.4 Cut-off dates for Operational Service

Service rendered after the cut-off date is not taken to be operational service. The cut-off date:

- for a member who was appointed or enlisted for war service in any part of the Defence Force that was raised during World War II for war service, or solely for service during that war or during that war and a definite period immediately following that war; or
- for a member who was appointed or enlisted in the Citizens Forces and was called-up for continuous full-time service for the duration of, or directly in connection with, World War II,

is 1 July 1951.

The cut-off date for a member who served in the British Commonwealth Occupation Force in Japan is also 1 July 1951 or the day on which the member arrived back in Australia on the completion of his or her service in that Force, whichever is the earlier.

The cut-off date for any other member is 3 January 1949.

2.A.3.5 Eligible War Service

A person may have had eligible war service during the period when he or she was rendering operational service (s. 7(1)(a) refers). A person shall be taken to have rendered eligible war service while rendering continuous full-time service (not being operational service):

- as a member of the Defence Force;
- during World War II, and
- commencing before 1 July 1947 (s. 7(1)(c) refers).

This also covers the members of the Permanent or Citizen Forces or the AIF who did not have overseas service during World War II.

A member of the Interim Forces shall be taken to have rendered eligible war service while rendering continuous full-time service (not being operational service):

- as a member of the Interim Forces; and
- during World War II; and
- commencing on or after 1 July 1947.

Eligibility as a member of the Interim Forces is dependent on the terms of enlistment. Enlistment, re-engagement, appointment or re-appointment must be for a period not exceeding 2 years and must take place on or after 1 July 1947 and before 1 July 1949 (s. 7(1)(d) refers).

Members of the Army, Navy and Air Force who served full-time but who did not serve overseas or in one of the prescribed areas of operational service have eligible war service.

2.A.3.6 End of Period of Eligible War Service

Where a person was appointed, enlisted or called up for continuous full-time service for the duration of and directly in connection with World War II, subsection 7(2) sets 1 July 1951 as the date on or after which a person, who was still serving, was not rendering eligible war service provided that the person was still serving under the terms of that enlistment. Otherwise, the last date of eligible war service is 2 January 1949 or the date immediately before the person's terms of enlistment changed.

Note 1: The only Forces that were specially raised for and during World War II were the AIF and the Women's forces.

Note 2: Some persons who enlisted in the Citizen Forces were called-up for continuous full-time service.

Note 3: For Permanent Forces, see below.

At the time of the inauguration of the Interim Force there were approximately 400 members who had enlisted for the purposes of the war but who had not been transitioned and had not transferred to the Permanent Force. Members of the Interim Force were rendering eligible war service until their transition or transfer to the Permanent Force.

For members of the Permanent Army, Navy and Air Force, the cut-off date for eligible war service is 3 January 1949. This includes persons who transferred from the AIF or Interim Forces or the Citizen Force to the Permanent Force before that date (s. 7(2)(c) refers).

The *Commonwealth Employees' Compensation Act 1948* came into effect on 3 January 1949. From that date, members of the Permanent Force were covered by the *Commonwealth Employees' Compensation Act 1930* and later, the *Compensation (Commonwealth Government Employees) Act 1971* and the *Safety, Rehabilitation and Compensation Act 1988* (formerly known as the *Commonwealth Employees' Rehabilitation and Compensation Act 1988*). Members of the peacetime forces were not covered for their peacetime service by Repatriation legislation until the Repatriation Act 1920 was amended in 1973 to provide coverage from 7 December 1972. There was no coverage of peacetime service in Australia until 1972.

2.A.3.7 Operational Service—Outside Australia

A person shall be taken to have rendered operational service while rendering continuous full-time service:

- as a member of the Defence Force;
- outside Australia; and
- during the period from 3 September 1939 to the cut-off date.

Initially, members of the AIF were sent overseas to Europe, the Middle East, then to Malaya and the South West Pacific Area. The Army form, B103, used for enlisted personnel, usually shows the ship on which they embarked and the date of embarkation.

Note: *Whenever obtaining dates from a B103, it is important to note that there are usually two dates given for any line of information. The 'Date of Casualty' is the date of the actual event. The other date, under the 'Report' column, is that date on which the entry was made on the form.*

On the return of the AIF from the Middle East, members were sent to Papua and New Guinea. The B103 does not always show the details of embarkation and the first indication of overseas service in the post 1942 period may be an entry with the letters NG. Entries on the Army B103 with Q as the Place of Casualty may also refer to New Guinea or Papua.

Records for the Navy generally show if the person served on a ship outside territorial waters or at an overseas land base such as in New Guinea.

Records for the Air Force may show a list of postings (old format) or the dates of enlistment and transition with a comment whether or not the person served outside Australia.

If it is not clear from the service documents of the client whether or not the person served outside Australia, the person investigating the claim will have to write to the relevant Service for clarification of the situation.

2.A.3.8 Outside Australia

For some years, it was accepted that if a person travelled more than three miles outside Australia, that person had served outside Australia. In the case of *Repatriation Commission v Kohn* (1989) 87 ALR 511 (Federal Court of Australia, 3 July 1989), the following observations were made:

> *It cannot be conceived that Parliament intended that veterans who were at all times stationed in Australia but who travelled from one place in Australia to another and thereby were for short periods of time outside Australia, should be treated in the same way as veterans who fought in a theatre of war, sailors who served continuously on a ship engaged or likely to become engaged in combat or members of the Air Force engaged in flying missions outside Australia.*

The Court considered that naval voyages to assist in the prosecution of the war and pilots flying from Australia on missions were serving outside Australia.

Voyages taking troops from one part of Australia to another to facilitate the performance of continuous full-time duty within Australia is not service outside Australia for the troops being transported. Consequently, when considering whether a person has served outside Australia and thus rendered operational service, the purpose of the trip outside Australia must be examined.

The most common voyages were across Bass Strait from Tasmania to Victoria, across the Great Australian Bight from Victoria to Western Australia and up the East Coast of Australia from New South Wales to North Queensland. None of these voyages can now be considered as being 'service outside Australia'.

Members who served on Rottnest Island off the coast of Western Australia and Thursday Island off the tip of Cape York, Queensland, have not, by that service alone, served outside Australia. At both international law and Australian law, both Rottnest Island and Thursday Island are within Australia, as is the water between the mainland and those islands.

2.A.3.9 Operational Service—Northern Territory and Islands

A person has rendered operational service if the person rendered continuous full-time service:

- as a member of the Defence Force;
- within the Northern Territory or the adjoining islands north of parallel 14 degrees 30 minutes South latitude; and
- for a continuous period of not less than 3 months during the period from and including 19 February 1942 to and including 12 November 1943.

The first bombing raid on Darwin took place on 19 February 1942 and the last bombing raid took place on 12 November 1943. There were occasional flights of reconnaissance planes after this date, but these did not pose a threat to people on the ground.

The limit of 14 degrees 30 minutes South includes places such as Katherine Aerodrome (14 degrees 25 minutes South) and the town of Katherine (14 degrees 30 minutes South) but not Katherine River (14 degrees 40 minutes South). The limit is related to the known bombing raids and the range of the Japanese planes. There may be special cases where careful consideration of location of the veteran in relation to any bombing is necessary. A list of localities in the Northern Territory in relation to north and south of 14 degrees 30' South is provided Annex B.

Entries on the Army B103 referring to the NT Line of Communication as the place of casualty generally refer to the northern part of the Northern Territory but not always. Entries

referring to the SA Line of Communication generally refer to the southern part of the Northern Territory but not always.

2.A.3.10 Operational Service—Torres Strait Islands

A person is taken to have rendered operational service while the person was rendering continuous full-time service if:

- the person enlisted as a member of the Defence Force while living on a Torres Strait Island;
- the service rendered was for a period of not less than 3 months on that island; and
- the period of service rendered was from 14 March 1942 to 18 June 1943 inclusive.

This period covers the time of the first and the last bombing raids on Horn Island. Claims under this section would be rare. If the service documents do not indicate whether or not the person was living on the Torres Strait Island at the time of enlistment, this aspect will need to be followed up with the relevant Service.

2.A.3.11 Continuous Full-Time Service

As with veterans who served in World War I, a person shall also be taken to have rendered operational service while rendering continuous full-time service:

- as a member of the Defence Force; and
- immediately before the period recognised as operational service during World War II; or
- immediately after the period recognised as operational service during World War II.

This concession is limited to veterans whose operational service was outside Australia, in the Northern Territory or on a Torres Strait Island.

The operative word in this section is 'immediately'. If there is a gap in the veteran's service between the period involving non-operational service in Australia only and a period involving service outside Australia, the former period is not operational service.

EXAMPLE 1: A veteran is called up 1 October 1942. He completes his training and is sent to New Guinea. On his return from New Guinea he continues to serve in Australia until he is transitioned in 1945. The whole of his period of service is operational service.

EXAMPLE 2: A young man puts up his age and enlists in the Army. He completes his training and is sent to New Guinea. While he is in New Guinea he is wounded, and his true age is discovered. He is transitioned on the grounds of his being under-age. When he turns 18 years, six months after his transition, he re-enlists but he is not sent overseas and spends the time in the southern states of Australia. Only the first period of service is operational service.

EXAMPLE 3: A young man is called up by the Army while he is waiting to enlist in the RAAF. He serves in Australia only. When the formalities are completed for him to join the Air Force, he is transitioned from the Army on 14 June 1943 for the purpose of enlisting in the RAAF. His RAAF service commences 15 June 1943 and he is sent overseas for training. The whole of his service, both in the Army and in the Air Force, is operational service.

2.A.3.12 Operational Service—Actual Combat against the Enemy

A member of the Defence Force is taken to have rendered operational service while rendering continuous full-time service within Australia during World War II in circumstances that such service should be treated as actual combat against the enemy. Only the actual day or days on which the

person was engaged in such combat is operational service. This does not extend operational service to the total period of continuous full-time service within Australia.

The phrase 'actual combat against the enemy' has been discussed by the Administrative Appeals Tribunal and by the Federal Court of Australia on a number of occasions. It has been advised that the phrase covers conduct, whether offensive or defensive in character, comprising:

> *'integral participation in an activity directly intended for an encounter with the enemy (see Einfeld, J in Ahrenfeld v Repatriation Commission 101 ALR 71 at 80).'*

In *Willcocks v. Repatriation Commission* (1992) 39 FCR 49, and *Repatriation Commission v.* Burton (Olney J, Federal Court of Australia, 23 December 1993), the Federal Court discussed the phrase 'operations against the enemy' in the context of eligibility for a Service Pension under subparagraph 7A(1)(a)(i) of the VEA. In both of these cases it was held that the word 'against' in that context was used in the sense of 'in hostility or active opposition to' the enemy, and that holding and releasing Japanese prisoners of war, or transporting indigenous New Guineans back to their villages, could not be so characterised.

EXAMPLE 1: Firing at an unidentified ship during a training exercise near Rottnest Island was not combat against the enemy. (*Re Repatriation Commission and Srhoj* AAT 3 September 1990 DVA number 911).

EXAMPLE 2: Being a member of a gun-crew even though it was not required to open fire when the Japanese dropped bombs at Exmouth Gulf was combat against the enemy. (*Re Repatriation Commission and Burgess* AAT 23 January 1991 DVA number 1040)

EXAMPLE 3: Taking cover in a slit trench at the time of a bombing raid in the Northern Territory was not combat against the enemy. Anti-aircraft gunners engaging enemy aircraft would have been on operational service. (*Re McConville and Repatriation Commission* AAT 1 May 1991 DVA number 1110).

EXAMPLE 4: Being a radio operator transmitting plots at Exmouth Gulf at the time of bombing raids in May 1943 was considered to be actual combat against the enemy. (*Ahrenfeld v Repatriation Commission FCA* 29 August 1990).

The veteran will need to detail his or her actions at the time of the enemy action to establish whether or not the person should be considered as being in actual combat against the enemy.

2.A.3.13 Operational Service—Australians in Other Forces

A person shall be taken to have rendered operational service if the person, as a member of the naval, military or air forces of a Commonwealth country or of an allied country was domiciled in Australia or an external territory immediately before that service and rendered continuous full-time service during World War II:

- outside the country; or
- within the country but in such circumstances that the service should, in the opinion of the Commission, be treated as service in actual combat against the enemy.

EXAMPLE: A young man had gone to England in 1938 as a Rhodes Scholar to study at Cambridge University. He was due to return to Australia at the completion of his course. When war is declared, he enlists in the RAF and serves with Bomber Command. As he served outside England, his service is operational service.

2.A.3.14 Domicile

In order for a person to be recognised under the Act in respect of service with the naval, military or air forces of a Commonwealth or allied country, the person needs to have been domiciled in Australia prior to the person's appointment or enlistment in those forces.

A person acquires at birth, a domicile of origin. Normally the domicile is that of the father if

the father is alive, otherwise the domicile is that of the mother.

While the person is a minor, that person cannot acquire a domicile of choice. At the time of World War I and World War II, a person was a minor until attaining the age of 21 years. This remained Australian law until the *Domicile Act 1982* changed and as from 1 July 1982 the age was reduced to 18.

A person can have only one domicile at a time but can change his or her domicile by acquiring a domicile of choice such as when a person migrates to another country with the intention of making it their permanent home. Temporary moves from one country to another do not alter a person's domicile. The test is: what was the purpose of the move?

EXAMPLE 1: A young man who had been born in 1916 of parents domiciled in Australia left Australia in 1938 at the age of 22 years to study in England. When war is declared he temporarily suspends his studies and serves with the British Army for the duration of the war. He then returns to university to complete his course and returns to Australia on graduation. As he was 22 years when he left Australia, the domicile of his father no longer covered him. However, as the purpose of the trip was to undergo a course and as he did not intend to make England his permanent home, he retains his Australian domicile.

EXAMPLE 2: A young man was born in Australia while his father was working in Australia. His father returned to England taking the family with him and the young man was still a child. In 1939 at the age of 19 years the young man enlisted in the British Army and served with the Army for the duration of the war. As the father's domicile was England, the young man's domicile was England. As the young man was still a minor at the time he enlisted, his domicile was England at that time. He therefore never had Australian domicile.

EXAMPLE 3: A young man was born in Australia in 1921 of English parents who had migrated to Australia after their marriage and had been resident in Australia for two years. In 1923 the family returned to England in order to visit his mother's family. The father returned to Australia after three months, but his mother refused to return and stayed on in England keeping the child with her. In 1939 at the age of 18 years, the young man joined the RAF and served for the duration. In 1951 after the death of his mother he returned to Australia and lived with his father. As his parents did not get divorced, he retained the domicile of his father even though he was living with his mother. At the time of his enlistment his father was domiciled in Australia, so his domicile was Australia.

2.A.3.15 Operational Service—Special Missions

A person has rendered operational service if the Commonwealth on a special mission outside Australia employed him. The word 'mission' implies that the person was sent to the area where the duty was performed. The Act defines 'special mission' as a mission that, in the opinion of the Commission, was of special assistance to the Commonwealth in the prosecution of a war to which the Act applies (s. 5C(1) refers).

Any person, who was not a member of the Defence Force, who was sent by the Government for some purpose associated with the war effort to a place outside Australia would be covered by this section. This could include employees of the Postmaster General's Department engaged in laying cables for the Army. It does not include those employees laying cables for the PMG if such people were not attached to the Defence Force. The client would need to provide full details of his or her duties.

2.A.3.16 Operational Service—Residents of Papua and New Guinea

A person shall be taken to have rendered operational service when the person was killed or detained by the enemy during the invasion of the Territory of Papua or the Territory of New Guinea in World War II, if the person was an 'eligible civilian', that is:

- a British subject;

- a resident of the Territory of Papua or the Territory of New Guinea (other than an indigenous inhabitant);
- not rendering service as a member of the Defence Force; and
- was not employed by the Commonwealth on a special mission outside Australia (subs. 5C(1)).

This section covers the non-indigenous residents of Papua and New Guinea such as planters, missionaries, patrol officers, traders and their families. Claims in respect of these people are not likely to be received these days as the widows of the deceased civilians were granted war-widow's pensions in the 1940s. Most of the detainees would also have been covered previously. Should such a claim be received, documentary evidence of the person's residence in Papua or New Guinea at the time of the invasion should be provided.

2.A.3.17 Operational Service—Result of Enemy Action

A person shall be taken to have rendered operational service if the person was injured, or contracted a disease, or death occurred, as a result of enemy action, while the person was rendering continuous full-time service as a member of the Defence Force within Australia during World War II.

In these cases, the period of operational service is limited to the time of the event as a result of which the person was injured or contracted the disease. It does not extend to the total period of continuous full-time service within Australia.

The above section covers veterans injured in bombing raids on Queensland, Western Australia and the Northern Territory, by escaped prisoners of war following the outbreak from the Cowra POW Camp on 5 August 1944 and by the Japanese who penetrated Sydney Harbour on the night of 31 May/1 June 1942. Details of enemy raids on Australia during the period 19 February 1942 to 12 November 1943 are provided at Annex C.

Where death was due to the same circumstances (as a result of enemy action) a War Widow(er)s' Pension is payable.

2.A.3.18 Post-War Recruitment and The Interim Forces

People continued to be enlisted in the armed forces for 'the duration of the war and a period of twelve months thereafter' even after the 'War', as understood by the public, was over. These recruits replaced the men who had served during the actual conflict.

In the immediate post-war years, it was not clear what size the permanent forces needed to be so people were enlisted for limited periods until a decision could be made.

In 1947, the *Interim Forces Benefits Act 1947* was enacted. This provided eligibility for DCPs, but not Service Pensions, for persons who enlisted or re-engaged in, or were appointed or re-appointed to, the Forces for a term not exceeding two years. It was intended to cover 'those men who, though unable for various reasons to serve in the forces prior to the cessation of hostilities, are none the less offering their services to the country in the transitional period from a full-war to a normal peace- time economy'.

New conditions of service applied from 1 July 1947 to those who intended to make a career of the fighting services, but the new provisions did not cover the short period enlistments hence the introduction of the special provisions.

The records of such people will normally show 'Enlisted for a period of two years in the Interim Forces'. For the purposes of the Act, enlistments in the Interim Forces ceased after 30 June 1949. A person may have actually served more than two years but to do so the person would have enlisted in the permanent forces, so that eligibility could not extend past 30 June 1951.

2.A.3.19 End of Period of Operational Service

Under the terms of the legislation, the period World War II continued until 28 April 1952 but operational service for that war does not extend to that date.

Where the person was appointed, enlisted or called up for continuous full-time service for the duration of and directly in connection with World War II, s. 6 sets 1 July 1951 as the date on or after which a person, who was still serving, was not rendering operational service. If the person had enlisted in the Permanent Forces prior to 1 July 1951, operational service ends on or before 2 January 1949, or the date of the new enlistment, etc, if it was after 2 January 1949 but before 1 July 1951.

Note 1: The only Forces that were specially raised for and during World War II were the AIF and the Women's Forces.

Note 2: Some persons enlisted in the Citizen Forces were called-up for continuous full-time service.

Note 3: For Permanent Forces, see below.

Section 6 also covers those veterans who were appointed or enlisted in the Royal Australian Naval Reserve, the Citizen Military Forces or the Citizen Air Force who served outside Australia or rendered operational service in the Northern Territory or a Torres Strait Island and who had not served in the AIF.

The date 1 July 1951 is the day after the date (30 June 1951) on which service in the Interim Forces ceased. At that time there were approximately 400 members who had enlisted for the purposes of the war and who had not been transitioned or who had not transferred to the Permanent Forces.

For members of the Permanent Army, Navy and Air Force, the cut-off date set under s. 6 is 3 January 1949 (except for service in Japan).

If any member of the Interim Forces served overseas as a member of the Interim Forces, the operational service would cease on 1 July 1951 or on the day the member arrived back in Australia.

From 3 January 1949, veterans could receive a Repatriation pension even if they were still serving in the Defence Force. Prior to that time, pensions could only be paid from the day after the date of transition.

EXAMPLE: A person enlisted in the AIF on 8 October 1944. He decided to make the Army his career and was appointed to the Australian Regular Army 4 July 1948 for a term of six years. His operational service ceased on 3 July 1947.

2.A.3.20 RAN Midshipmen and Duntroon Cadets

Boys and young men who were appointed to the RAN as midshipmen and Royal Military College officer cadets during World War II from the time of their appointment are eligible as veterans.

2.A.3.21 Determinations of the Minister

Under the provisions of section 5R (formerly 5(13) of the VEA, the Minister may make a determination that the Act, or parts of the Act, are to apply in respect of a person (or persons or classes of persons) as if:

- the person was a member of the Defence Force rendering continuous full-time service while rendering the service specified in the notice;
- that specified provisions of the Act are to apply to a member of the Defence Force as if the person was rendering continuous full-time service; or
- that specified provision of the Act is to apply to a member of the Defence Force as if the person was a member of a specified unit.

Most of the persons covered by these determinations were previously considered under 'Act of Grace' provisions.

A number of determinations made by the Minister under section 5R are included in the Service Eligibility Assistant.

These determinations mainly cover philanthropic organisations, war artists and photographers etc. For privacy reasons, instruments which name individuals are not published on the internet or CD-ROM versions of CLIK but are for internal DVA access only.

2.A.3.22 Persons Deemed to Be Full-Time Members of the Defence Force

The following people have been deemed to be members of the Defence Force and to render continuous full-time service during World War II:

- persons employed by the Commonwealth who were attached to the Defence Force for continuous full-time service who provided services as telegraphists, camoufleurs, war correspondents, photographers, cinematographers; or who provided service and assistance to the Defence Force.
- persons representing an approved philanthropic organisation who provided welfare services to the Defence Force, ie.
  - the Australian Red Cross Society;
  - the Salvation Army;
  - the Young Women's Christian Association of Australia;
  - the Young Men's Christian Association of Australia; and
  - the Australian Comforts Fund.

In this case, the operative words are 'employed by the Commonwealth' and 'attached to the Defence Force'. War correspondents employed by newspapers or newsreel companies are not covered.

Such persons are only covered for the period during which they were assisting the Defence Force. Instruments can be found in the Service Eligibility Assistant. Click on the relevant area (eg Africa), then on: (Deemed) Member ADF, then on: Philanthropics

Independent concert parties or entertainers who were not employed by the Commonwealth or who were not representatives of a philanthropic organisation are not covered under the Act.

Clients should provide full details of their service.

2.A.3.23 Defence Force Personnel Deemed to Be Full-Time Members

The Minister has determined that the following persons' service should be treated as continuous full-time service:

- persons who served with the Citizen Military Forces on a part-time basis during any period of such service;
- persons who served with the Volunteer Defence Corps on a part-time basis during any period of such service;
- persons appointed to the Royal Australian Air Force Reserve by reason that they were:
  - members of a civil airline (such as QANTAS, ANA) required to make flights involving risk of enemy action or risks greater than normal airline operations;
  - members of civil ground staff required for flights described in (i) for the purpose of servicing, maintenance or operation of the aircraft involved;

- employees of the Department of Civil Aviation stationed at a place where they were provided with arms and where they were partly or wholly responsible for local defence;
- civil ground staff, employed by a civil airline or the Department of Civil Aviation stationed in a war zone outside the mainland of Australia; and
- persons employed by Amalgamated Wireless (Australasia) during the period of any appointment as Telegraphist Officers or while attested as Telegraphist Ratings in the Royal Australian Naval Volunteer Reserve (Unmobilised).

This determination means that the periods spent in training camps such as the 60-day camps and the 90-day camps by members of the Citizen Military Forces, whether or not they were called-up for full-time duty, is the equivalent of full-time service. Should a person be called-up immediately upon completion of a camp, which often happened, and if that person subsequently rendered operational service, the period of the camp is also operational service.

2.A.3.24 Women's Land Army — Ineligible

Because of the need to release men for service in the Army and the other Forces and the need to keep producing food to feed the Armed Services and the general population, a Women's Land Army was formed to work on the farms. The women were attached to individual farms and may have lived on the farm or in a communal barracks. The Land Army was not attached to the Defence Force, so members of the Land Army are not covered by the Act.

2.A.3.25 Civil Construction Corps — Ineligible

The Civil Construction Corps was set up in 1942 under the direction and control of the Director-General of Allied Works. The Corps was to be employed on construction works undertaken by the Allied Works Council.

Although the members could be brought under military discipline in an emergency, members of the Corps differed from those called up under military impressment. It was expressly provided that they should be paid civilian award rates and that they should remain members of and continue to pay contributions to the unions to which they belonged. They did not qualify for Army entitlements, such as dependant's allowances, or any repatriation benefits.

Although the Commonwealth employed the members of this Corps, they were not attached to the Defence Force, so they do not qualify under the Minister's Instrument as members of the Defence Force.

2.A.3.26 Naval Auxiliary Patrol

The Naval Auxiliary Patrol was originally known as the Voluntary Coastal Patrol. The members were volunteers and unpaid. They used their own boats and maintained them at their own expense. In April 1942 Statutory Authority was given for the mobilisation of certain personnel for full-time duty in the RANVR (NAP).

The unmobilised members continued their normal employment but carried out at least one patrol a week. The unmobilised members have not been recognised by the Navy as being full-time personnel therefore they do not qualify as members of the Defence Force.

2.A.3.27 Nauru Volunteer Defence Force

The Nauru Volunteer Defence Force operated from 16 June 1940 to 23 February 1942. After that time, the Japanese occupied Nauru. Although a number of Australians were members and although some of its members were granted the Defence Medal, it was not part of the Australian Defence Force, so its members are not veterans.

2.A.3.28 Australian Aborigines and Torres Strait Islanders

During World War II, most of the Australian Aborigines and Torres Strait Islanders who served with the Defence Force were paid less than the minimum rate of pay. As a result, they were excluded from the provisions of the *Repatriation Act 1920* and were covered by the provisions of the *Native Members of the Forces Benefits Act 1957*.

Such persons are now recognised as members of the Defence Force and claims from these people are treated in the same way as from any other World War II ex- serviceman.

Another initiative of the Australian Government was to recognise the service of certain Aboriginal and Torres Strait Islanders who were used by the Army in Northern Australia. They were recognised as having worn Australian uniforms and carried weapons. Their services were paid for other than at the full rate for servicemen. The Department of Defence has paid outstanding claims and a list of those servicemen has been established and accepted by both Defence and Veterans' Affairs.

2.A.3.29 Indigenous Inhabitants of Papua and New Guinea

Large numbers of the indigenous inhabitants of Papua and New Guinea served in the Defence Force at a rate of pay less than the minimum rate of pay prescribed as payable to a male member of the Australian Military Forces. Others served as members of the Royal Papuan Constabulary or of the New Guinea Police Force under Australian Army Command.

These persons are covered by the *Papua New Guinea (Members of the Forces Benefits) Act 1957* and are not covered by the provisions of the *Veterans' Entitlements Act 1986*. The Queensland Branch of the DVA handles claims from such persons.

2.A.3.30 Australian Mariners

The *Seamen's War Pension & Allowances Act* (SWP&AA) and statutory regulations were repealed on 1 July 1994 and eligible mariners became veterans for benefits under the Veterans Entitlements Act.

Section 5C defines an 'Australian mariner' as a person who was, during the period of World War II from its commencement to and including 29 October 1945:

- a master, officer or seaman employed under agreement, or an apprentice employed under indenture, in seagoing service on a ship registered in Australia that was engaged in trading between a port in a State or Territory and any other port; or
- a master, officer or seaman employed under agreement, or an apprentice employed under indenture, in seagoing service on a ship registered outside Australia who was, or whose dependants were, resident in Australia for at least 12 months immediately before he or she entered into the agreement or indenture; or
- a master, officer, seaman or apprentice employed on a lighthouse tender, or pilot ship of the Commonwealth or of a State; or
- a pilot employed or licensed by Australia or a State or by an authority constituted by or under a law of the Commonwealth or of a State; or
- a master, officer, seaman or apprentice employed in seagoing service on a ship owned in Australia and operating from an Australian port, being a hospital ship, troop transport, supply ship, tug, cable ship, salvage ship, dredge, fishing vessel or fisheries investigation vessel; or
- a member or employee of the Commonwealth Salvage Board engaged in seagoing service under the direction of that Board; or
- a master, officer, seaman or apprentice employed in seagoing service on a ship registered in New Zealand who the Commission is satisfied was engaged in

Australia and is not entitled to compensation under a law of a Commonwealth country providing for the payment of pensions and other payments to seamen who suffered death or disablement as a result of World War II.

Clients should be encouraged to supply as much detail as possible on relevant events and on the ships in which the mariner served including the route, destination, and dates of engagement and transition. No further verification is required if this information is supported by:

- original documents, eg Transition Certificates, Qualification Certificates, Accounts of Wages or Certificates of Service;
- a statement from the Department of Transport & Communication;
- a statement from the Australian Maritime Safety Authority; or
- a statement from the Naval Historical Section of the Department of Defence.

2.A.4 Service in Korea

2.A.4.1 Background

On 25 June 1950, the North Korean Army invaded South Korea. On 27 June 1950, the United Nations Security Council recommended assistance by the United Nations to South Korea. On 29 June 1950, HMAS *Bataan* and HMAS *Shoalhaven* were placed at the disposal of the UN through USA authorities. No 77 Squadron in Japan was placed on alert and went into action on 2 July 1950. On 26 July 1950 the Prime Minister advised that Australia would also be sending troops.

Defence Personnel who served in Korea differed from those who had served in World War I and World War II in that they were members of the Permanent Forces. Consequently, their eligibility under the VEA is determined differently. Some would have joined the Forces for the purpose of going to fight in Korea but there were not the wholesale enlistments that occurred in the earlier conflicts.

2.A.4.2 Operational Area

Schedule 2 of the Act defines the operational area for the Korean Conflict as 'The area of Korea, including the waters contiguous to the coast of Korea for a distance of 185 kilometres seaward from the coast'. The area of Japan, including its coastal waters, is not included.

2.A.4.3 Period Covered by VEA

The area defined above was an operational area from and including 27 June 1950 (being the date of the Security Council Resolution) to and including 19 April 1956. The Armistice was signed at Panmunjom and came into effect on 27 July 1953. There were sporadic exchanges of fire across the demilitarised zone after that date. Most of the members of the Australian contingent had left Korea by 19 April 1956. The 1st Battalion, Royal Australian Regiment had been withdrawn on 5 April 1956, and by 30 June 1956 only 80 Australian signals personnel remained in Korea.

Service after 19 April 1956 is not recognised as eligible service under the VEA in respect of these personnel.

2.A.4.4 Service in the Demilitarised Zone

Personnel who served in Korea after 19 April 1956 were considered to have been employed in a non-operational role. The exception to this was service as a military observer in the Demilitarised Zone (DMZ) between North and South Korea. This service is regarded as having been above normal peacetime duties and consequently is classified as operational service. However, the service does not constitute qualifying service for a Service Pension.

2.A.4.5 Operational Service—Australian Forces

A member of the Defence Force shall be taken to have rendered operational service while the person was allotted for duty if the person:

- rendered continuous full-time service;
- outside Australia;
- as a member of a unit of the Defence Force that was allotted for duty, or as a person allotted for duty;
- in the operational area applicable to the Korean Conflict; and
- while that area was an operational area.

Such operational service shall be taken to have commenced:

- if the member was in Australia on the day (relevant day) from which the member, or the unit of the member, was allotted for duty in the area—on the day on which the member left the last port of call in Australia for that service; or
- if the member was outside Australia on the relevant day—on that day.

And ending on:

- if the member, or the unit of the member, ceased to be allotted for duty—the day from which the member, or the unit, ceased to be allotted for duty; or
- if the member, or the unit of the member, was assigned for duty from the operational area to another area outside Australia (not being an operational area)—the day from which the member, or the unit, was assigned to that other area, or the day on which the member, or the unit, arrived at that other area, whichever is the latter; or
- in any other case—on the day on which the member arrived at the first port of call in Australia on returning from operational service.

2.A.4.6 Short Periods outside the Operational Area

Short periods outside the operational area are discussed under Vietnam Service.

2.A.4.7 Operational Service—Australians in Other Forces

Service rendered by Australian veterans in the naval, military or air forces of a Commonwealth or allied country during the Korean War is similar to such service rendered during World War II.

The concept of 'allotted for duty' does not apply to veterans who served in the forces of a Commonwealth or allied country.

2.A.4.8 Allotted for Duty

The phrase 'allotted for duty' is a reference to the written instrument issued by the Defence Force for use by the Commission in determining a person's eligibility for entitlements under the Act (s. 5B(2) refers). These instruments include notices from the Defence Force in relation to individual members, such as are often obtained upon a request to the Defence Force to provide details of service, as well as instruments such as Military Board Instructions, Naval Orders and Army Orders.

Allotment is not the same as the normal posting procedures used in the Defence Force to move members from one unit to another. It may be retrospective or prospective.

The duty for which the person was allotted normally must be 'carried out in an operational area' for the allotment to be effective for the purposes of the Act and for person to have rendered operational service.

2.A.4.9 Units Allotted for Duty in an Operational Area

Lists have been produced of the units of the Army, Navy and the Air Force, which were allotted for duty in the operational area of Korea. A list is provided at Annex D (This is not a complete list).

In some cases, these lists include units that were part of the support for the Australians in Korea but the units themselves were based in Japan.

The lists also indicate the dates that the units were so allotted. The Army service documents may show a different date. If the date in the documents is later than 19 April 1956, the service after that date is not eligible service under the VEA as the Act limits the period of operational service to 19 April 1956 (except for service in the DMZ). If the date in the documents is later than the date on the list but is before 19 April 1956, further details will need to be obtained from the Army to clarify the discrepancy.

2.A.4.10 Ministerial Determinations

A determination has been made under the provisions of section 5R of the Act deeming individuals or groups of individuals to be:

- full-time members of the Defence Force; and
- rendering continuous full-time service in an operational area. The determination is in respect of the following civilians:
- persons employed by the Commonwealth who were attached to the Defence Force who provided services as telegraphists, camoufleurs, war correspondents, photographers, cinematographers;
- canteen staff of HMA ships;
- persons representing an approved philanthropic organisation who provided welfare services to the Defence Force i.e.
  - the Australian Red Cross Society;
  - the Campaigners for Christ—Everyman's Welfare Service;
  - the Salvation Army;
  - the Young Women's Christian Association of Australia; and
  - the Young Men's Christian Association of Australia.

2.A.5 Service in Japan

The British Commonwealth Occupational Force Japan (BCOF) was formed after the formal surrender of Japan. Service in BCOF for ADF personnel extended from 13 February 1946 to 1 July 1951 and is classified as operational service for the purposes of the VEA.

Section 6 extends operational service to include a person who, 'as a member of the Defence Force who, or a member of a unit of the Defence Force that was assigned for service in Japan at any time during the period from and including 28 April 1952 to and including 19 April 1956. This only applies if the member, or the unit of the member is included in a written instrument issued by the Defence Force for use by the Commission in determining a person's eligibility for entitlements under this Act'. The operational service shall be taken to have commenced:

- if the person was in Australia on the day (relevant day) from which his or her unit was assigned for service in the area—on the day on which the member left the last port of call in Australia for that service; or
- if the person was outside Australia on the relevant day—on that day.
- And ending on:

- if the member was assigned for service in another country or area outside Australia (not being an operational area)—the day from which the member was assigned to that other country or area, or the day on which the member arrived at that other area, whichever is the latter; or
- in any other case—the day on which the member arrived at the first port of call in Australia on returning from operational service.

A list of units assigned for service in Japan during the period 28 April 1952 to 19 April 1956 is contained at Annex D.

2.A.6 Service in Malaya, Malaysia, Singapore and Borneo

2.A.6.1 Background

From 16 June 1948, the British Army in Malaya was involved in a guerrilla war with the Malayan Communist Party. This was known as the Emergency. Australia became involved in these activities with effect from 29 June 1950 when No. 1 Squadron and No. 38 Squadron were sent to Malaya. Although some members of the Army were in Malaya from 1950, the Army was not sent to Malaya in force until 1955.

The *Repatriation Act 1920* was amended in 1950 to recognise this service.

In 1956 the *Repatriation (Far East Strategic Reserve) Act 1956* was passed to provide benefits for members of the Defence Force who served in Malaya with, or in connection with, the British Commonwealth Far East Strategic Reserve. This Act came into effect on 1 September 1957 being the day after the Federation of Malaya became an independent country.

In 1962 the *Repatriation (Special Overseas Service) Act 1962* was passed to provide benefits for members of the Defence Force who served outside Australia on special service. The Repatriation (Special Areas) regulations included the Federation of Malaya as one of these special areas.

Following the rebellion in the Borneo states of Sarawak, North Borneo (Sabah) and Brunei, the creation of the Federation of Malaysia (Malaya, Singapore, Sarawak and Sabah) and the subsequent Confrontation with Indonesia, the Regulations included those parts of these areas where Australians had been involved in warlike operations.

2.A.6.2 Operational Area

Schedule 2 of the VEA defines the operational areas for the Malayan Emergency and Indonesian Confrontation. There are five items in Schedule 2 that describe different operational areas and periods.

Operational Area	Time Limits
Item 2—Malaya and waters up to 18.5 km from the coast.	29 Jun 1950 – 31 Aug 1957
Item 3—Federation of Malaya and the Colony of Singapore.	1 Sep 1957 – 31 July 1960
Item 5—Malay/Thai Border.	1 Aug 1960 – 16 Aug 1964
Item 6—Borneo (Sarawak, Sabah and Brunei) and the adjacent sea up to 80.5 km from the high-water mark.	8 Dec 1962 – 16 Aug 1964
Item 7—Malaysia, Singapore and Brunei (excluding the northern states area above) and the waters around the Malayan States up to 80.5 km from the high-water mark.	17 Aug 1964 – 14 Sep 1966

2.A.6.3 Operational Service—Australian Forces

The duration of operational service rendered by members of the Defence Force in the

Malaya, Malaysia, Singapore and Borneo area during these periods is similar to that applying to operational service rendered during the Korean War.

2.A.6.4 Short Periods outside the Operational Area

Short periods outside the operational area are discussed under Vietnam Service.

2.A.6.5 Operational Service—Australians in Other Forces

A person shall be taken to have been rendering operational service if he or she was domiciled in Australia immediately before rendering continuous full-time service:

- as a member of the naval, military or air forces of a Commonwealth country;
- in the operational area applicable to the Malaya/Malaysian operations; and
- during the periods that they were operational areas.

Note: 'Domicile' is discussed under World War II Service (A3.14).

For a claim to be accepted from a veteran who served in the forces of another country, the claim, or the first claim by that veteran, needs to be lodged while the person is residing in and physically present in Australia or one of its external territories (s. 13(5) refers).

Lists are available of Commonwealth countries during the Malaya/Malaysian operations.

The concept of 'allotted for duty' does not apply to veterans who served in the Forces of a Commonwealth country.

2.A.6.6 Allotted for Duty

'Allotted for duty' is discussed under Korean Service (See A4.8).

2.A.6.7 Units Allotted for Duty in an Operational Area

Lists have been produced of the units of the Army, Navy and the Air Force, which were allotted for duty in the operational areas of Malaya, Malaysia, Singapore and Borneo. Copies of the lists are at Annex F.

Individual members may also have rendered operational service such as aircrew involved in flights to the Malay/Thai Border area.

A client's service documents should show whether or not the client rendered operational service in these areas. Where the client contends that he was allotted for duty in an operational area and this is not confirmed by his service documents, further information will need to be obtained from the relevant Service.

2.A.6.8 Ministerial Determinations

A number of determinations have been made under the provisions of section 5R of the Act that the Act, or parts of the Act, are to apply to individuals or groups of individuals as if they were members of the Defence Force rendering continuous full- time service in an operational area. Determinations have been made in respect of the following:

- persons employed by the Commonwealth attached to the Defence Force who provided services as telegraphists, camoufleurs, war correspondents, photographers, cinematographers;
- canteen staff on HMA Ships;
- persons representing an approved philanthropic organisation who provided welfare services to the Defence Force, ie.
    - the Australian Red Cross Society;
    - the Campaigners for Christ—Everyman's Welfare Service;
    - the Salvation Army;

- the Young Women's Christian Association of Australia;
- the Young Men's Christian Association of Australia; and
- the Australian Forces Overseas Fund.

If claims are received from any of these, full details of the service should be obtained from the client. It may be necessary to verify the situation with the relevant Service. As a number of Ministerial Determinations are involved covering different periods, the details will need to be checked against the actual determination in respect of service by canteen staff of HMA ships and the Australian Forces Overseas Fund as these are not covered for all areas and all periods.

2.A.6.9 Service in Singapore between 29 June 1950 and 31 August 1957

ADF personnel assigned for service in Singapore in support of the Malayan Emergency during the period 29 June 1950 to 31 August 1957 (inclusive) are classified as having been on operational service. However, such service will not count as qualifying service for a Service Pension.

2.A.6.10 Service in Singapore or the Federation of Malaya between 1 August 1960 and 27 May 1963

Service in Singapore or the Federation of Malaya during the period 1 August 1960 to 27 May 1963 (inclusive) is operational service. However, such service will not count as qualifying service for Service Pension.

The duration of operational service rendered by these personnel is similar to that rendered by personnel serving in Japan after 28 April 1952.

2.A.6.11 Members Who Served Outside Australia in Non-Operational Areas and were Injured by Hostile Action

Sub-section 13(6) of the Veterans' Entitlements Act 1986 provides for claims in respect of death or incapacity to be accepted in limited circumstances where the person did not render operational service in an operational area. This provision covers service on or after 31 July 1962. The person must have been rendering continuous full-time service:

- as a member of the Defence Force; and
- otherwise than during any operational service in an operational area.

The death or injury must have:

- resulted from an occurrence that happened as a result of action of hostile forces; or
- arisen out of or be attributable to the action of hostile forces or while the person was engaged in warlike operations against hostile forces outside Australia.

The original version of this provision was introduced into the *Repatriation (Special Overseas Service) Act 1962* at the time that top secret operations were being conducted in Kalimantan (Indonesian Borneo) during the period of Confrontation with Indonesia. As Indonesia was not included in the operational area, it was probably considered necessary to provide coverage by this means rather than alert the Indonesian government to these covert operations by changing the definition of the operational area to include Indonesian territory.

If a claim is lodged and the service documents do not show details of injury or disease at the time of the person's service against hostile forces, further information should be sought from the relevant Service.

2.A.7 Service in Vietnam

2.A.7.1 Background

On 24 May 1962 the then Defence Minister, Mr Townley, stated that Australia was sending

a group of military instructors to the Republic of Vietnam at the invitation of that government. The first military advisers (Australian Army Training Team Vietnam (AATTV)) arrived in Vietnam in July 1962 and were deployed with US advisory units. In 1964 the number of advisers was doubled, and a RAAF squadron was committed. In 1965 Australia's first major commitment of combat troops to Vietnam was announced. The Navy became involved in February 1967 when the first Clearance Divers went into operation.

The Vietnam conflict differed from earlier conflicts in which Australia had been involved in, as National Servicemen were required to serve in Vietnam as part of the Regular Army.

2.A.7.2 Operational Area

Schedule 2 of the Act defines the operational area as the southern zone of Vietnam and the waters up to 185.2 kilometres from the shore of Vietnam other than the land or waters forming part of Cambodia or China. The period in which this was an operational area was 31 July 1962 to 11 January 1973.

The Minister has determined that service in Vietnam (Southern Zone) during any period between 12 January 1973 and 29 April 1975 (both dates inclusive) is warlike service for the purposes of the Act.

2.A.7.3 Operational Service—Australian Forces

The duration of operational service rendered by members of the Defence Force in Vietnam is similar to that applying to operational service rendered during the Korean War.

2.A.7.4 Short Periods outside an Operational Area

Periods of operational service are not broken when the person returned to Australia for a period of 14 days or less for:

- Rest and Recuperation arranged by the relevant Service;
- emergency or compassionate leave such as the illness or death of a member of the family;
- duty; or
- Defence arranged medical or surgical treatment;

provided that the person continued to be a member of a unit of the Defence Force allotted for duty in an operational area, or the person continued to be allotted for duty in an operational area. If the break exceeds 14 days, only the first 14 days of the break is operational service.

EXAMPLE: A member of the Army was serving in Vietnam when his wife was killed in a motor car accident. He returned to Australia on compassionate leave. As he was unable to arrange permanent care for his children, he applied for and was granted a posting to another unit after he had been in Australia for three weeks. His operational service ends at the end of fourteen days after his return as this is earlier than the date of his reposting.

Most Rest and Recuperation trips back to Australia were for 7 days or to places outside Vietnam for 5 days. Rest and Recuperation in places other than Australia was still operational service.

2.A.7.5 Operational Service—Australians in Other Forces

Service rendered by Australian veterans in the naval, military or air forces of a Commonwealth or allied country during the Vietnam War is similar to such service rendered during World War II.

The concept of 'allotted for duty' does not apply to veterans who served in the forces of a Commonwealth or allied country.

Commonwealth and allied countries during the Vietnam War were the United States of America, the Republic of Korea, the Kingdom of Thailand, the Republic of the Philippines,

New Zealand and of course the Republic of Vietnam (South Vietnam). The United Kingdom was not a participant in the Vietnam conflict.

2.A.7.6 Allotted for Duty

'Allotted for duty' is discussed under Korean Service.

2.A.7.7 Units Allotted for Duty in an Operational Area

Lists have been produced of the units of the Army, Navy and the Air Force, which were allotted for duty in the operational area of Vietnam. These lists are provided at Annex G. This is not a complete.

Annex G also contains a list of HMA Ships determined by the Minister, to have been allotted for duty in the operational area of Vietnam for the periods inclusive of the dates shown.

Clients may also have rendered operational service. A Client's service documents should show whether or not the client rendered operational service in these areas. This will usually be indicated by a reference to commencement and cessation of Special Service—the term that was applied to such service under the *Repatriation (Special Overseas Service) Act 1962.*

Where the client contends that he was allotted for duty in an operational area and this is not confirmed by his service documents, further information will need to be obtained from the relevant Service.

2.A.7.8 Ministerial Determinations

Ministers have made a number of determinations in respect of service in the operational areas of Vietnam.

Apart from these cases, members of the Australian Army Reserve volunteered for full-time service and served with a Regular Army unit in Vietnam. Under some of the determinations, the persons are deemed to have been allotted for duty in an operational area. In other cases, the persons have been deemed to be rendering continuous full-time service in an operational area, but they have not been allotted for duty.

The service documents of these people should indicate that they have been deemed to be on full-time service and/or deemed to be allotted for duty in an operational area. If there is any discrepancy between what the client is contending and the official records, further advice should be obtained from the relevant Service.

Determinations have been made in respect of the following civilians that they were members of the Defence Force rendering continuous full-time service in an operational area:

- persons employed by the Commonwealth attached to the Defence Force who provided services as telegraphists, camoufleurs, war correspondents, photographers, cinematographers or as personnel belonging to field broadcasting units;
- persons representing an approved philanthropic organisation who provided welfare services to the Defence Force, ie:
    - the Australian Red Cross Society;
    - the Campaigners for Christ—Everyman's Welfare Service;
    - the Salvation Army;
    - the Young Women's Christian Association of Australia;
    - the Young Men's Christian Association of Australia; and

- the Australian Forces Overseas Fund.

From 1 January 2001 the following merchant mariners are to be treated as members of the Defence Force rendering continuous full-time service:

- as part of the crew on HMAS Boonaroo between 17 March 1967 and 13 April 1967 or on HMAS Jeparit between 19 December 1969 and 11 March 1972.

If claims are received from any of these, full details of the service should be obtained from the client. It may be necessary to verify the situation with the relevant organisation.

Independent concert parties or entertainers are not covered. Journalists working for newspapers are not covered. Australians working as civilians for the US Army are not covered. Australians working in the Australian Embassy (except guards) are not covered.

2.A.7.9 Staff Visits, Inspections, etc

Determinations, apart from those mentioned previously, made to date cover the following members of the Defence Force:

- members of the Defence Force:
  - on staff visits to or inspections of Australian Forces in Vietnam;
  - on equipment visits or inspections of Australian Forces in Vietnam;
  - on public relations, familiarisation or welfare visits to Australian Forces in Vietnam; or
  - on attaché duties in Vietnam.
- members of the RAN who crewed the MV Jeparit;
- members of various RAAF units;
- aircrew of the Royal Australian Air Force Detachment, Sangley Point; and
- specified members of the RAN Reserve.

Note: *These were not allotted for duty in an operational area.*

Among the Defence personnel providing welfare services were members of the various military bands.

Such operational service shall be taken to have commenced:

- if the person was in Australia immediately before the person commenced the journey to Vietnam—on and from the date of the last port of call in Australia; or
- if the person was outside Australia immediately before the person commenced the journey to Vietnam—on and from the date that the person left that place outside Australia.

The period ends:

- if, immediately after the person left Vietnam, the person journeyed to a place outside Australia to perform duty not associated with a continuing journey to Australia—on the day that the person arrived at that other place outside Australia; or
- in any other case—on the day that the person arrived at the first port of call in Australia.

2.A.7.10 RAN Visit to Vietnam—January 1962

HMAS Vampire and HMAS Quickmatch visited Saigon during the period from and including 25 January 1962 to and including 29 January 1962. As this visit involved a risk above that expected from normal peacetime service, the visit is classified as

operational service during that period. However, as Australia was not involved in the Vietnam War at that stage such service cannot be considered as qualifying service for Service Pension.

2.A.8 Service in Thailand

Service in North-East Thailand (including Ubon) during the period 31 May 1962 to 24 June 1965 (inclusive) is classified as operational service. However, such service will not count as qualifying service for a Service Pension.

Service rendered as a member of the Defence Force in North-East Thailand (including Ubon) during the period 25 June 1965 to 31 August 1968 (inclusive) as part of a unit listed on the Ministerial Determination of Warlike Service is warlike service. Warlike service is both operational service for the purpose of disability compensation, and qualifying service for Service Pension purposes.

2.A.8.1 RAAF Service at Ubon Base

A RAAF contingent was stationed at the Royal Thai Air Force base at Ubon in Eastern Thailand from 31 May 1962 until 31 August 1968. The contingent was deployed as part of Australia's commitment under SEATO, solely in the role of air defence of Thailand. Ubon was also an USAF base and a potential target for insurgent attack.

2.A.8.2 Army Personnel in North-East Thailand

ADF Army personnel served in areas in North-East Thailand over the period 31 May 1962 to 31 August 1968 inclusive. Personnel were primarily engaged on work associated with Australia's commitment under SEATO.

A list of units assigned for service in Thailand is at Annex H.

2.A.9 Service on Submarine Special Operations 1978 - 1997

Between 1978 and 1997, a number of Royal Australian Navy submarines were fitted with specialised intelligence-gathering equipment and deployed regularly in areas to the north and west of Australia.

Service on certain submarine special operations is classified as operational service under section 6DB of the VEA. The requirements are:

- rendered a period of continuous full-time service between 1 January 1978 and 12 May 1997 inclusive; and
- the service was on submarine special operations; and
- the member:
  - has been awarded the Australian Service Medal with Clasp "SPECIAL OPS" for the service; or
  - has become eligible for that award for the service; or
  - would have been eligible for that award for the service if the member had not already been awarded it for other service.

More details about claims for certain submarine special operations are available here.

2.A.10 Service in Other Operational Areas

2.A.10.1 Namibia

Members of the Defence Force who served in Namibia or in the adjoining countries during the period 18 February 1989 to 10 April 1990 have rendered operational service and are veterans as defined in section 5C of the Act. (Item 9 of Schedule 2 refers). Their claims are considered in the same way as those from veterans who served in the

post-World War II conflicts. In addition, they have qualifying service.

2.A.10.2 Persian Gulf Area

Members of the Defence Force who were allotted for duty and served in the Gulf War in the areas defined in Item 10 of Schedule 2 on or after 2 August 1990 and up to 9 June 1991 have rendered operational service. Those who served in Iraq and Kuwait in the areas defined in Item 11 of Schedule 2 and were allotted for duty have rendered operational service from 23 February 1991 to 9 June 1991. Their claims are considered in the same way as those of veterans who served in the post-World War II conflicts. These personnel have qualifying service.

The following represent units that were allotted for duty in the Persian Gulf.

	From	**To**
HMAS *Darwin*	22.08.90	14.12.90
HMAS *Adelaide*	22.08.90	14.12.90
HMAS *Success*	22.08.90	02.02.91
HMAS *Brisbane*	20.11.90	19.04.91
HMAS *Sydney*	20.11.90	19.04.91
HMAS *Westralia*	14.01.91	09.06.91
TGMSE (Comfort)	18.09.90	13.03.91
LSE MUSCAT	28.08.90	23.04.91
LSE MIDEAST (Bahrain)	24.04.91	09.06.91
CDT 3	30.01.91	10.05.91

Note: Individual service personnel who served in the Gulf region may be individually allotted for service. This service is also qualifying service.

2.A.10.3 Cambodia

Members of the Defence Force who served in Cambodia and an area extending 50km into Laos and Thailand from 20 October 1991 to 7 October 1993 have rendered operational service (Item 12 of Schedule 2) if they were allotted for duty. The international units involved in the conflict in Cambodia are listed below.

- **UNAMIC** - United Nations Advanced Mission in Cambodia
- **UNTAC** - United Nations Transition Authority in Cambodia

2.A.10.4 Yugoslavia

Members of the Defence Force who were allotted for duty and served in the area comprising the former Yugoslavia from 12 January 1992 until 24 January 1997 have rendered operational service (Item 13 of Schedule 2).

2.A.10.5 Somalia

Members of the Defence Force who were allotted for duty and served in Somalia from 20 October 1992 have rendered operational service (Item 14 of Schedule 2).

2.A.11 Warlike and Non-Warlike Service

Cabinet approved a new Department of Defence classification system in 1993 to determine the conditions of service to apply, prospectively, to the deployment of forces. This new system is based on the concepts of 'warlike service' and 'non- warlike service'.

Reference to the Defence classification system has been included in the VEA so that a determination by the Minister for Defence will flow on to Repatriation benefits without the need for further amendment of the Act. Service that is warlike or non- warlike service will be

operational service.

The changes will mean that there is a consistent closer link between eligibility for benefits and the nature of service rendered. It will ensure the link between Repatriation benefits and the nature of service is retained for any future overseas deployments. This will minimise the risk of anomalies. The terms are defined below.

2.A.11.1 Warlike Service

Warlike service covers those military activities where the application of force is authorised to pursue specific military objectives and there is an expectation of casualties. These operations can encompass but are not limited to:

- a state of declared war;
- conventional combat operations against an armed adversary; and
- ***Peace Enforcement*** operations which are military operations in support of diplomatic efforts to restore peace between belligerents who may not be consenting to intervention and may be engaged in combat activities. Normally but not necessarily always they will be conducted under Chapter VII of the UN Charter, where the application of all necessary force is authorised to restore peace and security or other like tasks.

A member of the Defence Force is taken to have been rendering operational service during any period of warlike service. Warlike service is also considered to be qualifying service for the purpose of the Service Pension.

2.A.11.2 Non-Warlike Service

Non-warlike service covers those activities short of warlike operations where there is a risk associated with the assigned task(s) and where the application of force is limited to self-defence. Casualties could occur but are not expected. These operations encompass but are not limited to:

- **Hazardous.** Activities exposing individuals or units to a degree of hazard above and beyond that of normal peacetime duty such as mine avoidance and clearance, weapons inspections and destruction, Defence Force aid to civil power, Service protected or assisted evacuations and other operations requiring the application of minimum force to affect the protection of personnel or property, or other like activities.
- **Peacekeeping.** Peacekeeping is an operation involving military personnel, without powers of enforcement, to help restore and maintain peace in an area of conflict with the consent of all parties. These operations can encompass but are not limited to:
    - activities short of Peace Enforcement where the authorisation of the application of force is normally limited to minimum force necessary for self-defence;
    - activities, such as the enforcement of sanctions in a relatively benign environment which expose individuals or units to 'hazards' as described above;
    - military observer activities with the task of monitoring cease-fires, redirecting and alleviating cease-fire tensions, providing 'good offices' for negotiations and the impartial verification of assistance or cease-fire agreements, and other like activities; or
    - activities that would normally involve the provision of humanitarian relief.

Note 1: Humanitarian relief in the above context does not include normal peacetime operations such as cyclone or earthquake relief flights or assistance.

Note 2: Peace making is frequently used colloquially in place of Peace Enforcement. However, in the developing doctrine of Peace operations, Peace Making is considered as the diplomatic process of seeking a solution to a dispute through negotiation, inquiry, mediation, conciliation or other peaceful means.

A member of the Defence Force is taken to have been rendering operational service during any period of non-warlike service. Non-warlike service is not considered to be qualifying service for the purpose of the Service Pension.

Instruments relating to warlike and non-warlike service since 1993 can be found in the Service Eligibility Assistant. Click on the relevant area of operation and select either warlike or non-warlike.

2.A.12 Peacekeeping Service

Information concerning peacekeeping service can be found here.

Since 1947 the United Nations have used the personnel of the Defence Force of the member nations for peacekeeping. Members of the Defence Force of Australia and members of the police forces of Australia have taken part in a number of these Peacekeeping Forces. Individual Australians employed by the United Nations Organisation have also been involved. The system of warlike and non-warlike service determinations means that there will be no more declarations of Peacekeeping service for Defence personnel. Such service is now classified as non-warlike service.

Under the VEA, a member of a Peacekeeping Force is a person who is serving or has served with a Peacekeeping Force outside Australia as an Australian member of a peacekeeping force, or as a member of an Australian contingent of a peacekeeping force.

Peacekeeping forces are either listed in Schedule 3 of the VEA or defined in written determinations issued by the Minister for Veterans' Affairs. Peacekeeping Forces can include certain members of Territory, State and Federal police services as well as ADF members.

It is important to note that some ADF service which is regarded as peacekeeping is classified differently under the VEA (generally as non-warlike service), and all ADF service on or after 1 July 2004 is covered under the MRCA. However, certain peacekeeping service continues to be covered under the VEA after 1 July 2004.

Most claims are received from members of the Defence Force who have served as part of an Australian contingent or as Australian members of a smaller Peacekeeping Force. However, membership of a Peacekeeping Force, for the purpose of the VEA is not restricted to members of the Defence Force but includes such persons as police attached to Peacekeeping Forces.

Some claims are received from members of the police forces who have served in Cyprus. A small number of Australian Federal Police members who served with the UN in Cambodia, Haiti and Mozambique were given the status of members of a Peacekeeping Force. Such persons are eligible as members of a Peacekeeping Force.

However, Australians employed by the United Nations Organisation or welfare organisations during a peacekeeping role are not members of a Peacekeeping Force as they are not part of an Australian contingent and they are not serving as 'Australian' members of that Peacekeeping Force. Details of declarations regarding Peacekeeping are at Annex J.

The rendering of peacekeeping service entitles a person to the more beneficial standard of proof under sub-section 120(3). This standard of proof (beyond reasonable doubt) only applies to the actual period of peacekeeping service. It does not apply to all the service a person may have.

The rendering of peacekeeping service also means that the person is covered by the 'occurrence' provisions, i.e. a member's death, disease or incapacity is Defence-caused if it resulted from an occurrence that happened while the person was rendering peacekeeping service (s. 70(4) refers).

2.A.13 British Nuclear Test Defence Service

During the 1950s and 1960s the British Government conducted tests of nuclear weapons at Maralinga and Emu Field in South Australia and on the Montebello Islands in Western Australia. The VEA defines British Nuclear Test (BNT) participants as persons who were members of the Australian Defence Force at the time and were persons who:

- were in a nuclear test area any time during:
  - 3 October 1952 to 19 June 1958 for the Monte Bello Islands area;
  - 15 October 1953 to 25 October 1955 for the Emu Field area;
  - 27 September 1956 to 30 April 1965 for the Maralinga area; or
- were involved in the transport recovery, maintenance or cleaning of a vessel, vehicle, aircraft or equipment that was contaminated as a result of its use in a nuclear test area.

BNT services is considered the same as operational service for the purpose of benefits under the VEA.

Australian Federal or Commonwealth Police Officers and Australian Protective Services Officers who patrolled the test area at Maralinga after the test period are also included in this provision.

2.A.14 Hazardous Service

Hazardous service is service of a kind specifically determined by the Minister for Defence, by instrument in writing, to be hazardous service for the purposes of section 120(7) of the Veterans' Entitlements Act 1986 (s. 68(1) refers). Since the shift towards declaring only warlike and non-warlike service, there will be no more declarations of hazardous service. Such service will be covered under the new classifications.

A person can qualify as a member of the Forces prior to the completion of three years' service if he or she has rendered hazardous service. Where a person is a member of the Forces solely on the grounds of having rendered hazardous service, i.e. the person has not completed the minimum period for which the person was engaged or appointed, only injuries, diseases or the death related to the hazardous service can be accepted as Defence-caused (s. 70(5A) refers).

The rendering of hazardous service entitles a person to the more generous standard of proof under section 120(3). This standard of proof (beyond reasonable doubt) only applies to the actual period of hazardous service. It does not apply to all the service a member may have.

Service in the Persian Gulf during the Iran/Iraq war was determined to be 'hazardous service' for the period 17 November 1986 to 28 February 1989. On 17 May 1991 a determination was made in respect of travel to the Gulf area (Item 10 of Schedule 2). However, service in the prescribed areas during the prescribed periods is operational service.

The determination in respect of the Gulf War covers members of the Defence Force serving with the Defence Force of Australia or while on exchange or secondment with a foreign Defence Force such as the British or USA Forces.

Other determinations have been made covering service with the Allied Forces, with the Royal Australian Navy and with the United Nations Special Commission for the Destruction of Weapons of Mass Destruction following the cessation of the actual fighting in the Gulf area.

Areas determined to be hazardous service are listed at Annex K.

2.A.15 Peacetime Forces

2.A.15.1 Background

Prior to 7 December 1972, members of the regular forces were only covered by the former *Repatriation Act 1920* for service during World Wars I and II and for service in an operational area. Peacetime service was covered under Commonwealth compensation legislation or, before

3 January 1949, regulations under the *Defence Act*.

The *Commonwealth Employees Compensation Act 1948* came into effect on 3 January 1949, amending the *Commonwealth Employees Compensation Act 1930 (CECA)*. Members of the Defence Force were then covered under the compensation legislation for all service, except that covered under the *Repatriation Act 1920*, ie. service during World Wars I and II and operational service. Compensation coverage for Defence service was continued when the CECA was replaced by the *Compensation (Commonwealth Government Employees) Act 1971* and later, the *Commonwealth Employees Rehabilitation and Compensation Act 1988 (CERCA)*, which was subsequently renamed as the *Safety, Rehabilitation and Compensation Act 1988* (SRCA).

In 1973, the *Repatriation Act 1920* was amended to extend, with effect from 7 December 1972, Repatriation Act coverage to all full-time service during peacetime, subject to completion of a qualifying period of three years' service (this period could be reduced, eg. if the member was transitioned for medical reasons—see below). Members were able to claim, and receive benefits, under both the SRCA (or its predecessor legislation) and the Repatriation Act (later the VEA). However, any compensation payments (under SRCA or other, eg. third party insurance) were offset against a DCP granted for the same disability.

When the Veterans' Entitlements Bill was introduced in 1985 the Government foreshadowed a Military Compensation Scheme (MCS) for all peacetime service. The MCS, administering the SRCA only for ADF personnel, was formerly part of the Department of Defence. However, since 1999 all compensation coverage for the military is administered by DVA. The *Veterans' Entitlements Act 1986*, which commenced on 22 May 1986, continued coverage for all new enlistees after that date only until amendments were made in 1994 which enabled dual coverage under the SRCA and VEA. However, members serving before the commencement of the VEA ('pre-VEA members') retained eligibility for VEA coverage, including service after the 1994 amendments, provided there was no break in continuous full-time service.

The *Military Compensation Act 1994* (MCA), amended both the VEA and the SRCA allowing for dual entitlement under both of those acts for service on or after the date of commencement, being 7 April 1994. This amendment meant all Defence service, including non-peacetime service (operational, hazardous or peacekeeping service) was now covered under the SRCA. VEA coverage, with offsetting provisions, also continued for non-peacetime service.

The Safety, Rehabilitation and Compensation Act 1988 (SRCA) was replaced by the *Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988* (DRCA). It has the same eligibility requirements and provides the same benefits for current and former members of the ADF with compensation coverage under the SRCA. The DRCA applied to new claims the Department received from current and former ADF members with injuries, diseases, deaths, losses or damages resulting from ADF employment prior to 1 July 2004. The DRCA commenced operation on 12 October 2017.

As a result of the amendments, peacetime cover under the VEA (except for 'pre-VEA members') is restricted to full-time service between 7 December 1972 and 6 April 1994. A table showing compensation for different periods covering all types of service, including the MRCA (covering all military service on and after 1 July 2004), is at Annex E.

Any former member who had completed a period of continuous full-time service during peacetime on or after 7 December 1972 and before 7 April 1994 and meets the qualifying period criteria, retains eligibility to claim under the VEA as well as the DRCA for service before the 1994 amendments. For example, a member who served from 1983 to 1989 would be covered under both Acts.

However, any member transitioned on or after 7 April 1994 and before 1 July 2004, other than a 'pre-VEA member', is covered under the DRCA only, for that part of service on or after 7 April 1994. If the member had served from, say, 2 January 1989 to 1 January 1995,

the service up to 6 April 1994 would be covered under both Acts, while the service from 7 April 1994 to 1 January 1995 would only be covered under the DRCA.

From 1 July 2004, members and former members of the ADF are covered under the MRCA for conditions arising out of service rendered after the commencement of the Act, ie. from 1 July 2004.

Further information about eligibility under MRCA is available here.

2.A.15.2. Pre-VEA and Post-VEA Member

2.A.15.2.1 Pre-VEA member

Defence service for a pre-VEA member is defined in sub-section 68(1) of the VEA and includes continuous full-time service rendered after the 'terminating date' (the date of commencement of the MCA (7 April 1994)). A 'pre-VEA member' is a person who:

- was rendering continuous full-time service as a member of the Defence Force immediately before the commencement of the VEA on 22 May 1986;
- continued to render continuous full-time service until and including the 'terminating date'; and
- was, immediately before the 'terminating date', bound to render continuous full-time service for a term expiring on or after the 'terminating date'. NB. Defence service also includes any further term or terms.

A typical example of a 'pre-VEA member' is the 'twenty-year soldier' who enlisted in, say, January 1975 and serves until January 1995. All of this member's peacetime service, including that on and after 7 April 1994, would be covered under both Acts. However, this preservation of eligibility for a 'pre-VEA member' does not apply if there has been a break in continuous full-time service, eg. if the member resigned in 1988 and later re-enlisted (in say 1990), nor does it extend to part-time service, such as the Reserves, after completion of a member's continuous full-time service. Note that any operational service that this member had prior to 7 April 1994 would only be covered under the VEA.

2.A.15.2.2 New enlistee after 22 May 1986

The VEA continued coverage for any member who enlisted after 22 May 1986, subject to meeting the qualifying period criteria, only up to 6 April 1994. Any service on or after 7 April 1994 (and before 1 July 2004) is only covered under the DRCA.

Any member who has not completed the three-year qualifying period when the MCA commenced, ie. enlisted on or after 7 April 1994, will not be covered under the VEA and is only covered under the DRCA for the period of service both before and after 1 April 1994. However, the qualifying period does not apply if the member was transitioned on the ground of invalidity or physical or mental incapacity or death or, before completion of 12 months effective full-time service, was transitioned on the ground of a pre-existing invalidity or physical or mental incapacity.

2.A.15.3 Operational Service on or after 7 April 1994

Any member who has operational service on or after 7 April 1994 (the commencement of the MCA) up until 30 June 2004 has dual entitlement under the DRCA and the VEA. Members serving on operational service are covered under the VEA only, for such service before 7 April 1994. For example, if a member were injured on operational service in Somalia in 1993, he would only be eligible to claim under the VEA. However, if the injury occurred during operational service in Somalia on 15 April 1994, the member would be able to claim under both the DRCA and the VEA. Any compensation payable under the DRCA would be offset against DCP payable for the same injury, disease or death. The offsetting provisions only apply to operational service rendered after commencement of the DRCA.

2.A.15.4 Peacekeeping Service and Hazardous Service

The dual entitlement arrangements for peacekeeping service and hazardous service are unchanged. The three-year qualifying service period does not apply to peacekeeping service and hazardous service.

2.A.15.5 Claims for a DCP

There is no cut-off date for lodgement of claims under the VEA. A member will still be able to lodge a claim for DCP for an injury or disease arising out of a period when they were covered under the VEA. Except for any 'pre-VEA member', or a member with hazardous service or peacekeeping service, Defence service under Part IV of the VEA is limited to periods of continuous full-time service commencing on or after 7 December 1972 and ending on or before 7 April 1994. This means that a member who was injured, say, while serving on peacetime service in 1993 will be able to lodge a claim with DVA at any time in the future. (The qualifying period provisions in the VEA will still need to be met).

Any dependant will also be able to lodge a claim under the VEA in respect of the death of a member due to an injury or disease arising out of a period, or during a period, when the member was covered under the VEA.

The Table in A13.2 gives a ready reference to assessing whether particular service is covered under the DRCA and/or the VEA or the MRCA. That Table should be consulted before any claim in respect of peacetime service is submitted.

2.A.15.6 Organisation of the Military Forces

Under the provisions of the Defence Act, the Defence Force consists of:

- the Naval Forces of the Commonwealth;
- the Military Forces of the Commonwealth; and
- The Air Forces of the Commonwealth.

The Military Forces consist of the:

- Permanent Military Forces; and
- Australian Army Reserve (formerly the Citizen Military Forces).

The Permanent Military Forces consist of the:

- Australia Regular Army;
- Regular Army Supplement; (National servicemen who served full-time under the National Service Act 1951 served in this Supplement);
- Regular Army Emergency Reserve; and
- Regular Army Reserve (National servicemen were part of this reserve after completion of their full-time service).

Young men who opted to serve in the former Citizen Military Forces instead of serving full-time as a National Serviceman under the provisions of the *National Service Act 1951* were not part of the Permanent Forces. (This was a decision in the Administrative Appeals Tribunal in the case of *Re McMillan and Repatriation Commission* 7 September 1990).

The Citizen Forces consist of the:

- Royal Australian Naval Reserve (formerly Citizen Naval Forces);
- Australian Army Reserve (formerly Citizen Military Forces); and
- Air Force Reserve (formerly Auxiliary and University Squadrons of the Citizen Air Force).

2.A.15.7 Continuous Full-Time Service

Members of the Citizen Forces are generally not covered by the provisions of the VEA as their service is not 'continuous full-time service', ie, 'of the kind known as continuous full-time naval/military/air force service' (s. 5C refers).

Section 5R of the Act enables the Minister by notice in writing published in the Gazette, to make a determination that the Act, or parts of the Act, are to apply to a person or a person in a class of persons as if the person was rendering continuous full- time service or was a member of a specified unit of the Defence Force.

This usually applies to members of the Reserve who perform full-time duty in an operational area such as occurred in Vietnam.

Where a person who is not serving on continuous full-time service:

- makes a voluntary undertaking to undertake full-time service; and
- that undertaking is accepted by the Defence Force.

The period of full-time service commences on the date specified in the undertaking and is for the period specified in the undertaking which is deemed to be the same as a period of not less than 3 years (s. 69(7) refers).

A reservist who has elected to go on continuous full-time service and subsequently is allotted to an operational area will have operational service and no Ministerial Determination would be necessary. A Ministerial Instrument signed by the Minister for Veterans' Affairs on 28 August 1998 provides full cover to all Reservists in Vietnam and the FESR.

2.A.15.8 Periods of Service

Until recently, members of the Permanent Forces, other than officers, were generally engaged for a specific period. With the introduction of the Military Superannuation Benefits Scheme (MSBS) in recent years, the Forces have moved to 'open-ended engagements'. However, for the purposes of the VEA, the minimum period of service before eligibility arises is three years (s. 69(3) refers). The three years may have commenced before 7 December 1972.

In order to be covered under the VEA a person needs to have completed three years' service or else he or she must satisfy one of the alternative provisions of section 69 (ss. 69(1) and 69(3) refer).

2.A.15.9 Effective Full-Time Service

The period of three years must be effective full-time service as defined by the relevant Force. Subsection 68(1) excludes periods exceeding 21 consecutive days where the member is:

- on leave of absence without pay;
- absent without leave;
- awaiting or undergoing trial in respect of an offence of which the member was subsequently convicted; or
- undergoing detention or imprisonment.

The detention or imprisonment may be in respect of a civilian offence or a military offence. However, if a person commits a serious civilian offence, the person would normally be transitioned from the Defence Force.

Cases where there is a period of non-effective full-time service are rare. Such cases would normally be indicated by entries on the Army form B103 or the equivalent document for the other Forces.

Where a student who is enrolled at a university or other tertiary educational institution is appointed as an officer of the Defence Force and is required to continue his or her studies after appointment, the period of those studies, which the appropriate authority of the Defence Force

does not consider to be effective full-time service, is excluded (s. 68(1) refers).

During a period of such non-effective full-time service, if the student/officer dies, or is transitioned on the grounds of invalidity due to physical or mental incapacity to perform duties, the person is not a member of the Forces (ss. 69(6) and 68 (1)(b) refer).

2.A.15.10 Transition Prior to Completion of Three Years' Service

A person who does not complete the period for which he or she is engaged or appointed may still be a member of the Forces. A person will satisfy the definition of a member of the Forces if:

- that person is transitioned; or
- the person's appointment as an officer is terminated, prior to the completion of three years' service by reason of the person's death, or on the grounds of:
  - invalidity; or
  - physical or mental incapacity to perform duties (ss. 69(1)(d) and 69(1)(e) refer).

There are a number of reasons for the transition of a person or the cancellation of the appointment, but these are the only grounds covered by the VEA.

Army Form B103 or the equivalent document for the other Forces will show the reason for the transition such as: 'Being medically unfit for service in the Military Forces 25XAMR 176(1)(H)'.

If a person is transitioned as 'Not suited to be a soldier', that person is not transitioned on the grounds of invalidity or incapacity.

An apprentice may be transitioned administratively on the grounds of being unsuitable for further training.

Some persons are transitioned administratively as the result of personality problems that do not warrant a psychiatric diagnosis.

EXAMPLE: A seventeen-year-old is accepted for service in the Army. During recruit training, he cannot keep up with the others and he is transitioned on the grounds that at present he is not strong enough to be a soldier. He is advised to carry out strengthening exercises and to come back in another year or so. The person is not a member of the Forces as he was not transitioned medically unfit.

2.A.15.11 Review of Reason for Transition

The Army has been known to review the reason for transition. It may appear from the evidence in the service medical documents that a person should have been transitioned on medical grounds and thus become eligible as a member of the Forces. Instead of being transitioned administratively and thus not eligible, application should be made to the Army to see if the reason for the transition or cancellation of appointment should be reviewed.

The Repatriation Commission may 'go behind' the reason for transition given by the Defence Force to discover the 'real' reason for transition. Thus, while the reason for transition given by the Defence Force under the relevant Defence legislation is usually authoritative, sufficient, and final for the purposes of the VEA unless reviewed and amended by the Defence Force, some transitions may hide the 'real' reason.

2.A.15.12 Transition for Purpose of Being Appointed an Officer

A person can be transitioned from one part of the Defence Force prior to the completion of the three years' service in order that he or she can be appointed an officer. The transition does not terminate the person's service for the purpose of determining eligibility as a member of the Forces. Their relevant term is extended by the terms of the new appointment ie. the person is a member of the Forces as soon as a total period of three years' service is

completed (ss. 68(5) and 68(6) refer).

Although persons are not supposed to be enlisted or appointed if a significant physical or mental condition is present, such conditions may escape detection at the pre- enlistment medical examination and/or the prospective recruit may forget to reveal or may deliberately conceal a history of significant illness or injury. (For example, there is a record of a person successfully enlisting for World War II at the age of 76 years (claiming to be 54 years), having been transitioned during World War I for 'senility'. Other examples include failing to detect that a person was blind in one eye, and a veteran who was already receiving a pension for heart disease who did not disclose this fact).

When a person is transitioned or the appointment is terminated on medical grounds and the physical or mental condition existed prior to the commencement of the person's service, the person is not a member of the Forces unless:

- the person completed 12 months effective service; or
- the person completed less than 12 months service and the period of service aggravated or materially aggravated the physical or mental condition resulting in the termination of service (s. 69(5) refers).

However, in order for such a condition to be accepted as Defence-caused:

- the member needs to have had at least 6 months Defence service; and the Defence service must have contributed to the injury or disease in a material degree; or
- the Defence service must have aggravated the injury or disease (ss. 70(5)(d) and 70(9)(b)(ii) refer).

EXAMPLE 1: Prior to enlistment, a prospective recruit advised that he had injured his leg as a child. He had been able to play sport at school and had not had any problems with his leg. He completes recruit training successfully but just prior to the end of his first twelve months service he injures his leg in the course of his duties and is transitioned medically unfit. The person is a member of the Forces and the incapacity would be accepted as Defence-caused as it was aggravated by his service and he completed six months service.

EXAMPLE 2: Prior to enlistment, a prospective recruit advised that he had suffered from asthma as a child but had not had any recent attacks and was not undergoing treatment for the condition. During recruit training at Wagga Wagga the recruit has a bad attack of asthma and he is transitioned medically unfit because of the asthma. There is no indication that service has aggravated the condition. The person is not a member of the Forces, as service did not aggravate the condition and less than twelve months had been completed.

EXAMPLE 3: During recruit training, a young woman turns her ankle during physical training. She advises the examining doctor that she has a history of turning her ankle over a number of years. She is transitioned medically unfit as the result of her weak ankle and the Army doctors advise that her Army service aggravated the condition. She is a member of the Forces, but the injury is not Defence-caused, as she did not complete six months service.

2.A.15.13 Persons Undergoing Full-Time Study with a View to being Commissioned as an Officer

From time to time, the various authorities of the Defence Force have run schemes to train future officers. Some schemes have involved the prospective officers undergoing four years training at the Defence Force Academy, Royal Military College Duntroon, the Royal Naval College Jervis Bay, or the RAAF Academy Point Cook.

Other schemes involved the prospective officers carrying on their normal studies and undergoing Service training at other periods.

The time spent in training is not covered by the provisions of the VEA unless the person is subsequently commissioned as an officer (s. 69(4) refers). Consequently, if the person dies during this training period, the death cannot be accepted as Defence- caused, as the person was not commissioned.

If the person is commissioned, injuries that occurred during training can be accepted as Defence-caused.

EXAMPLE 1: A Staff Cadet from RMC Duntroon is severely injured in a car accident whilst travelling back to the College from leave. He is transitioned from the Army as medically unfit as the result of his injuries. The person is not a member of the Forces, as he was not commissioned as a second lieutenant or higher rank.

EXAMPLE 2: An Officer Cadet injures his knee playing football. He is able to continue his training and is commissioned as a pilot officer. His knee continues to cause problems and he lodges a claim on the Department. The person is a member of the Forces and his knee injury can be accepted as Defence-caused.

2.A.15.14 National Servicemen

Under the terms of the *National Service Act 1951*, from 1966 young men were required to serve for two years full-time service in the Army if the date of their birthday was selected by ballot. From 8 October 1971 the period of full-time service was reduced to 18 months. Only service in Vietnam or Malaysia is covered in the *Veterans' Entitlements Act 1986*.

Some of these men completed their service after 6 December 1972 so the period of service after that date is eligible defence service if they completed the period for which they were deemed to be engaged to serve or for which they were appointed (s. 69(1)(f)(ii) refers). If the service was terminated after 6 December 1972 and prior to the period for which they were deemed to be engaged or appointed on the grounds of invalidity or physical or mental incapacity to perform that part of the service is eligible defence service (s. 69(1)(f)(ii) refers).

The limitations concerning pre-existing conditions and period of service for consideration of aggravation do not apply to National Servicemen.

The only case where National Service has been an issue has been *Re Treacy and Department of Veterans Affairs* 17 January 1994. This provides some historical detail of the period.

2.A.15.15 More than One Period of Defence Service

Where a person has completed a period in the Defence Force and re-enlists in the Defence Force at a later date, ie, the service is not continuous, the second period of service is not eligible Defence service until the person has completed three years or has been transitioned on medical grounds (s. 69(2) refers).

EXAMPLE: A person serves six years in the Army and decides not to re-engage. After twelve months he decides to re-join the Army. After two years he is administratively transitioned. He had injured his leg during the second period but this was not a factor in his transition. The person is a member of the Forces for the first period but not for the second period, as he did not complete three years' service. His leg injury cannot be accepted as Defence-caused as it occurred during his ineligible period.

2.A.15.16 Philanthropic Organisations

The Minister has determined that members of the following philanthropic organisations who provided welfare services to the Defence Force on or after 7 December 1972 are deemed to be members of the Defence Force who were rendering continuous full-time service:

- the Australian Red Cross;
- the Campaigners for Christ—Everyman's Welfare Service;
- the Salvation Army;

- the Young Women's Christian Association of Australia;
- the Young Men's Christian Association of Australia; and
- the Australian Forces Overseas Fund.

2.A.16 Causal Connection with Service

2.A.16.1 Relationship to Service

For a claim in respect of a death, disease or injury to be accepted, the death, disease or injury needs to be causally related to the veteran's or member's eligible service. Service does not have to be the only cause however, provided that the person's service contributed (the decision of the Federal Court of Australia in the case of Law 14 August 1980 refers).

Where an injury is involved, there will normally be only one cause. Where a disease is involved, there may be a number of causes.

EXAMPLE: A person lodges a claim in respect of a heart condition. The risk factors in his case are his cigarette smoking that was initiated by the conditions of his war service, his age, his family history and his high cholesterol levels. Only the cigarette smoking can be related to the veteran's service but that is enough to have the claim accepted.

As most of the claims received these days that require a detailed analysis of the person's service relate to members of the Forces, this section is geared to the circumstances of such service. However, the principles relate to wartime service also.

2.A.16.2 Conditions for Peacetime Defence Service

Members of the Defence Force are bound to render continuous full-time military service under the provisions of the Defence Act. They are thus on duty or on call twenty-four hours of a day, seven days a week, and are often required to live on the job in Service barracks or in camp.

This does not mean however that all their activities are related to their defence service. It also does not mean that only injuries occurring while the person is 'On duty' can be accepted.

2.A.16.3 Domestic Activities

The Federal Court of Australia in the case of *Holthouse* 24 June 1982 has been referred to in a number of decisions when determining whether or not an injury or disease resulted from activities within the sphere of a member's personal life.

In that case a naval officer was posted to be the Commanding Officer of a naval unit and was required to live in the accommodation provided. He decided to let his own house while living in the provided accommodation. He had a large potted plant which he kept under cover, but he decided to move it out into the open in case the tenants did not remember to water it. He injured his back when moving the plant. It was considered that his decision to move the plant was a domestic decision and had nothing to do with his naval service.

2.A.16.4 Resulted from an Occurrence

Veterans who have rendered operational service and members who have rendered peacekeeping service can have a claim accepted if the condition claimed resulted from an occurrence that happened while the veteran was rendering operational service or while the member was rendering peacekeeping service.

All of the service rendered by veterans during World War I or World War II is considered to be operational service unless there was a break between their operational service and any other service.

For veterans who served in later conflicts, only the period in which they were outside Australia is operational service.

Veterans whose operational service covers World War I or World War II are covered for injuries, diseases or death resulting from an occurrence even if it occurred during a period of leave eg. if they were knocked over by a bus in the streets of Sydney.

Other veterans would be covered for events that occurred on the ship taking them to or from operational service provided it occurred after they had left the last port of call in Australia or before reaching the first point of call in Australia.

An occurrence is an event. It needs to happen or to take place (the decision of the Federal Court of Australia in the case of Law 24 March 1980 refers).

The establishment of a habit is not an occurrence (FCA Law 24 March 1980 refers). The contraction of a disease such as poliomyelitis is an occurrence. The first manifestation of a disease such as asthma or of a condition such as refractive error is not an occurrence.

2.A.16.5 But For

Sections 70(6) and 70(7) provide for death, injury or disease to be accepted as Defence-caused if it was due to an accident that would not have occurred or a disease that would not have been contracted 'but for his or her having rendered Defence service or peacekeeping service (including hazardous service), as the case may be, or but for changes in the member's environment consequent upon his or her having rendered any such service'. Similar provisions apply to veterans (ss. 8(1)(d) and 9(2) refer).

This provision extends the circumstances under which a causal connection to service can be established.

A member who contracts a tropical disease while on a goodwill visit to another country is unlikely to have contracted that disease but for his ship having been sent to that area.

A member who is attacked by local inhabitants of another country is unlikely to have been injured in that way but for his having been posted to that country. The change of environment from one part of Australia to another may result in the member developing a disease that would not have been contracted in the member's local environment. A member may also contract a disease such as tuberculosis through living in a barracks environment.

2.A.16.6 Sporting Injuries

It is the policy of Department of Defence that the active participation by Defence Force personnel in sport is to be encouraged. As a result, many country-based units field teams in local competitions and there are also inter-unit matches and inter- service competitions in a variety of sports.

Injuries resulting from such inter-unit or inter-service competitions are usually considered to be Defence-caused by being directly related to the member's duties. Even injury during solitary practice with a view to being selected for the Navy's ski team has been accepted by the Tribunal as being Defence-caused.

Where it is not possible for the unit to provide sufficient sporting opportunities for its members, the members may participate in civilian sport and be covered for compensation.

For the purposes of compensation, written authorisation by a Commanding Officer (or officers delegated by the CO for responsibility for sport) is required if a member is to be considered to be participating in a sporting activity in the course of his or her employment.

A distinction was made in the policy between 'authorisation' and 'permission'. Members are permitted to undertake sporting/recreational activities for which no 'course of employment' authorisation can be given.

Members authorised to train and compete in sport are expected to participate in accordance with the authorisation. A list of accredited sports was drawn up and only accredited sports were covered for compensation purposes for members participating in civilian competitions as authorised.

The policy has been interpreted by Defence to mean that in general a member will

normally be covered for compensation if the member:

- participates in a civilian amateur sporting team on a weekend;
- seeks authorisation prior to the game to play with that team in accordance with the policy; and
- is unable to play in a Service team in that particular sport in a civilian weekend competition as no Service team is available.

If the service documents or the claim do not include details of the circumstances in which the person was playing sport, the person should provide evidence that he was authorised to play the sport and thus 'on duty'. The evidence may be in the form of witness' statements.

Sporting injuries during World War II would normally be related to the veteran's duty unless the veteran did not render operational service and the injury occurred while he or she was on leave. The 'occurrence' provisions would cover sporting injuries occurring during subsequent periods of operational service even if they were not related to the veteran's duty.

2.A.16.7 Travelling to and from Duty

An injury, disease or death may be accepted as Defence-caused if it resulted from an accident that occurred while the member was travelling to a place for the purpose of performing duty or from a place upon having ceased to perform duty (ss. 70(5) and 70(5A) refer). Similar provisions apply to veterans (ss. 8(1)(c) and 9(1)(c) refer).

The journey may be a short trip to or from the member's home or living accommodation or may extend over days depending on the purpose of the journey. The journey is not completed until its final destination is reached, whether this be a few minutes after commencement or many days such as occurs when service personnel drive interstate for leave.

A person lodging a claim in such circumstances may have to establish that:

- the journey was to a place for the purpose of performing duty or away from a place upon having ceased to perform duty;
- the member did not delay commencing the journey for a considerable period after ceasing to perform duty;
- the nature of the risk of sustaining injury or contracting a disease was not substantially changed or the nature of the risk was not substantially increased by the delay;
- the journey was by a route that was reasonably direct;
- the nature of the risk of sustaining injury or contracting a disease was not substantially changed or the nature of the risk was not substantially increased by that route;
- there was no substantial interruption in the journey; and
- the nature of the risk of sustaining injury or contracting a disease was not substantially changed or the nature of the risk was not substantially increased by that interruption (ss. 8(4), 9(5) and 70(8) refer).

Travelling back to barracks accommodation on a Friday night after going out for recreation was not considered to be travelling 'to a place for the purpose of performing duty' in the case of *Hopper* (Administrative Appeals Tribunal 27 January 1988—DVA number 371) as the member was not required on duty until the Monday morning.

However, a journey from the Butterworth Club back to the base on Christmas Eve was considered to be a journey 'to a place for the purpose of performing duty' in the case of *Wootton* (Administrative Appeals Tribunal 20 May 1992) as the member was required to prepare and serve Christmas Dinner to the troops on Christmas Day.

Delaying the start of a journey until the Saturday morning and then detouring by a route that

added three hours to the journey was not considered to have substantially altered the risk in the case of *Alcock* (Administrative Appeals Tribunal 30 June 1992) but staying at Eildon for many hours so that the rest of the journey occurred after dark was considered to have altered the risk.

The journey commences from the time a person leaves the building in which duty is performed or the time a person leaves his or her residence. This means that accidents in a person's yard may be covered if the person has taken the first steps of the journey.

If the journey is interrupted by a domestic activity and the accident occurs during that activity, the nature of the risk has been altered.

EXAMPLE: A member travels to work by car. He started to drive his car down the drive and then noted that he had left the wheelbarrow full of soil partly across the drive. He got out of the car to move the wheelbarrow and injured his back. In a similar case the Tribunal found that the injury was not related to his Defence service as he had interrupted his journey to carry out a domestic task.

2.A.16.8 Injuries Occurring in Live-In Accommodation

In a number of instances, defence personnel are required to live-in ie. accommodation is provided on the base or in another defence establishment. Injuries occurring in this accommodation may sometimes be accepted as defence-caused depending on the circumstances of the case.

Decisions made by Tribunals and Boards in respect of injuries occurring in such circumstances vary so it is not possible to follow such decisions in all cases.

The issue to be considered is whether the injury is the result of domestic activities or activities related to the person's service, disease or infirmity which in the opinion of the medical officer or the dental officer affects or is likely to effect the efficiency of the member in the performance of the person's duties, or to endanger the health of any other members.

Members may fall in bathrooms and injure themselves. Normally this would be regarded as a domestic activity. However, if there was something about the bathroom that was significantly different to a private bathroom or the bathroom was in a poor state of repair, it may be possible to accept the injury as Defence-caused under the 'but for' provisions.

2.A.16.9 Serious Default, Wilful Act, Breach of Discipline

Sections 70(9) and 70(10) of the Act state that the Commonwealth is not liable in respect of the death, injury or disease where:

- it resulted from the member's serious default during or after eligible defence service;
- it resulted from the member's wilful act during or after eligible Defence service;
- it arose from a serious breach of discipline committed by the member; or
- it arose from an occurrence that happened while the member was committing a serious breach of discipline.

Similar provisions apply to veterans (ss. 8(2), 8(3), 9(3) and 9(4) refer).

The operative words are 'serious' and 'wilful' and what is regarded as serious or wilful will depend on the circumstances of the case.

In the case of *McGrath* (Administrative Appeals Tribunal 13 November 1989) the Tribunal did not consider that taking a jeep without permission on more than one occasion during the week after the Japanese surrender in order to go and get additional supplies of alcohol was a 'serious default' in view of the lack of discipline that had prevailed in the camp and the amount of alcohol that had been consumed in the camp after receipt of the news of the surrender.

In the cases of *Nelson*, (Administrative Appeals Tribunal 10 May 1988) and *Lester*, (Administrative Appeals Tribunal 22 March 1992), the Tribunals found that breaches of

discipline which resulted in imprisonment were 'serious' and debarred the veterans from benefits under the Act.

In another wartime case, the concealing of a physical defect in order that a person could enlist was not considered to be a 'wilful act' in view of the person's desire to serve his country.

Simple cases of being absent without leave for short periods or other infringements of discipline that do not result in significant penalties such as imprisonment or transition would probably not meet the criteria of 'serious'. However, if the person is absent without leave for more than 21 days, that period is not 'effective full-time service' so anything that happens in that time is not covered by the Act.

Injuries resulting from the illegal use of vehicles (either military or civilian) in peacetime would normally not be covered, as the member's injury would not be causally related to his duties.

Skylarking which results in significant injury would probably be considered to be a 'wilful act' but again, this would depend on the circumstances of the case. If such skylarking has taken place previously and the military authorities have made no attempt to end the practice, the fact that injury results on a specific occasion would not be enough to turn it into a 'wilful act'. The test would therefore be its relationship to the person's duties.

Actions resulting in civil charges would normally be classed as 'serious'.

Self-inflicted injuries would normally be regarded as resulting from 'wilful acts' and would not be covered. However, if the person suffers from a defence-caused psychiatric disorder (whether formally determined to be such or not) and that person kills or injures himself or is killed as the result of him being under the influence of alcohol, the death or injury would be Defence-caused as the person is not capable of a 'wilful' act.

2.A.16.10 Injuries Resulting from Medical Treatment

During a person's service, medical treatment is provided for all injuries and illnesses at the expense of the Defence Department whether or not such injury or illness is related to service. It is to be noted that the treatment that is covered by these provisions is related to conditions that:

- affect the member's efficiency; or
- make the member a danger to others.

If the member were undergoing such treatment and injury, disease or death results, the injury, disease or death would be Defence-caused, as the member was required to undergo such treatment. However, a member could not be charged for failing to undergo treatment in other circumstances, so it is not part of the member's duty. In such cases, it is a domestic matter and injury, disease or death resulting from such treatment is not Defence-caused.

EXAMPLE: A female member becomes pregnant and it is suggested that she have an abortion. As the result of the abortion, she is rendered sterile. Pregnancy is not a disease or an injury, so it does not need to be 'cured'. The member's efficiency would have been impaired at times during her pregnancy, but it would not have been permanently affected. There is provision for members of the Defence Force to take maternity leave, so it is recognised that pregnancies occur. As there are specific laws governing when an abortion can take place and as a number of people have moral objections to abortions being carried out, the member could not have been directed to have an abortion. The effects of the abortion would not be Defence-caused.

2.A.16.11 Attendance at Social Occasions

Because of the need to create 'esprit de corps' in the Services, it frequently happens that members will be expected to attend occasions such as farewells and dining-in nights after the normal hours of duty.

Accidents occurring at or on the way home from such occasions have been accepted as Defence-caused by the Tribunals where it is clearly indicated that attendance at the function

was a normal part of Service life and the members did not increase the risk of being injured.

EXAMPLE: A unit held a farewell gathering at the Sergeants Mess for one of the members who were leaving the unit. The main activities ceased about 8.00 pm, but some members stayed on to play billiards. They continued to drink alcohol while they were playing. After leaving the Mess at midnight, the member was involved in an accident. He was under the influence of alcohol. The injury would not be Defence-caused as the attendance at the mess ceased to be related to the member's duty at 8.00 pm. It was a personal choice of the member to stay on at the mess and he increased the risk of an injury by staying at the Mess and continuing to drink.

2.A.16.12 Service Contributed to in a Material Degree or Aggravated a Pre-Existing Injury or Disease

As previously stated, a member needs to have had at least 6 months Defence service for an injury or disease to be accepted as Defence-caused on the grounds of material contribution or aggravation by Defence service or peacekeeping service. However, if the member has rendered hazardous service, the six months minimum period of Defence service or peacekeeping service does not apply (s. 70(9)(b)(ii) refers).

Similar provisions apply to veterans who did not render operational service i.e. the eligible service which contributed to the injury or disease or which aggravated the injury or the disease needs to have been for a period of six months or longer (s. 8(5) and 9(6)(b) refer). If a veteran has rendered operational service, the six months minimum period of eligible war service does not apply (ss. 8(5) and 9(6)(b) refer).

For a disease or injury to be accepted as having been aggravated, the condition needs to have been made worse not just become worse. Some injuries and diseases have recurrent episodes. The fact that one of these episodes occurs during a period of eligible service does not necessarily mean that the condition is worse than it otherwise would have been.

The injury or disease must be made worse permanently not just temporarily. If a member sustains further injury during eligible service such that surgical intervention is required and/or such that the person is transitioned medically unfit for further service, it is likely that eligible service has aggravated the condition.

However Advocates should check for the most recent information on CLIK.

PART B – DATES FOR ELIGIBLE SERVICE

Enemy Raids on Australia – 19 Feb 42 to 12 Nov 43

See Annex C

Declaration of Non-warlike Service for Berlin Airlift

Service by RAAF aircrew in the Berlin Airlift between 15/09/1948 and 29/08/1949 was declared non-warlike service on 6.7.04. Date of effect was 1/4/04.

Units Allotted for Operational Service Korea and Japan (27 Jun 50 to 19 Apr 56)

See Annex D

Units Allotted for Operational Service—Malaya, Malaysia, Singapore and Borneo (29 Jun 50 to 30 Sep 67)

See Annex F

Units Allotted for Operational Service—Vietnam (31 July 62 to 29 April 75)

See Annex G

Units assigned for service in North-East Thailand (including Ubon) between 31 May 1962 and 24 June 1965 inclusive

See Annex H

Post 1998 Deployments

Instruments for post 1998 deployments can be found on CLIK (Legislation Library/Service Eligibility/Ministerial Determinations (or Service Determinations)) or on the web site at https://clik.dva.gov.au/service-eligibility-assistant-0 .

Note that many of these instruments apply to ADF personnel serving with the forces of other countries.

For details see Annex I

Declarations of Peacekeeping Service under the Veterans' Entitlements Act 1986

See Annex J.

Declarations of Hazardous Service under Veterans' Entitlements Act 1986

See Annex K

PART C – BENEFITS AVAILABLE

Benefits available to veterans, members and dependants by way of compensation are discussed in the following paragraphs. Rates of payment and certain allowances are indexed twice a year in line with movements of the Consumer Price Index.

2.C.1 Disability Compensation Payments

Information concerning Disability Compensation Payments (DCP) and how to make a claim can be found at the following links.

Overview of DCP and Allowances

Apply for the DCP under the VEA

A DCP is paid to a veteran or member as compensation for the effects of war- or defence-caused injury or disease.

It is important to note that Section 13 draws a clear distinction between 'incapacity' and 'injury' or 'disease'. A DCP is payable in respect of incapacity only. It therefore follows that a veteran or member who is free of incapacitating symptoms is not entitled to a DCP, notwithstanding the presence of a war- or defence-caused injury or disease. For example, a person who is in complete remission from malignant disease would not be 'incapacitated' for the purposes of the Act, despite the continuing presence of the disease and the ever-present possibility of recurrence. Someone who is cured of a disease, for example tuberculosis, would not be 'incapacitated' by that disease despite disadvantages flowing from extended absence from the workforce as a result of that disease. 'Disadvantages' do not equate with 'incapacities' (*Repatriation Commission v. Ross* 1 RPD 243). However, if the tuberculosis had led to a disorder that remained after the former disease had been cured, he or she may have remained incapacitated by the subsequent disease notwithstanding the curing of the tuberculosis.

A DCP is not taxable and not subject to an income or assets test. A DCP is not counted as income for Service Pension but is counted as income by Services Australia and will continue to be counted as income when DCP recipients are paid an Age Pension by DVA. Eligible persons may also be entitled to a number of additional allowances to cover extra costs caused by the disability. More information about allowances is included in this section.

2.C.1.1 Eligibility

The eligibility criteria for DCP are complex.

People who served with a number of philanthropic and other organisations such as non-Service members of peacekeeping forces may also be eligible.

2.C.1.2 Rates of DCP

The rate of payment of a DCP is dependent on the degree and effect of incapacity from war- or Defence-caused injuries or diseases. Broadly, there are two classes of DCP: those within the General Rate and those above the General Rate (Intermediate Rate, Special Rate or Extreme Disablement Adjustment).

The assessed rate of DCP may be offset or reduced if compensation is payable from another source. More information is available at the following links.

DCP and Compensation Offsetting

War Widow(er)s' Pension and Compensation Offsetting

2.C.1.2.1 General Rate of Disability Compensation Payment

Information concerning the General Rate of DCP can be found here.

In assessing a DCP within the General Rate, the degree of physical and mental impairment and its effects on the client's lifestyle are measured and an assessment is

made in 10% graduations up to 100%. To assist in this assessment of incapacity, determining bodies are required by the Act to use the Guide to the Assessment of Rates of Veterans' Pensions (GARP).

If the degree of incapacity is determined to be less than 10% of the General Rate, pension will be assessed at nil, but in these cases the person is eligible for treatment of the accepted disability(ies) at Departmental expense.

2.C.1.2.2 Rates of DCP Above General Rate

A DCP may be paid at a rate greater than 100% of the General Rate if the incapacity:

- affects the person's employability (Intermediate, Temporary Special Rate and Special Rate); or
- results in extreme disablement (Additional Disability Payment under section 27 and Extreme Disablement Adjustment).

Above General Rate DCPs are discussed in the following paragraphs.

2.C.1.2.3 Extreme Disablement Adjustment Rate

Information concerning Extreme Disablement Adjustment rate can be found here.

Extreme Disablement Adjustment (EDA) is paid to veterans or members who are beyond the normal community retiring age and who, because of their accepted war- or Defence-caused disabilities are extremely handicapped or restricted in everyday functioning. There are four requirements to qualify for payment at the EDA rate. The veteran or member must:

- be 65 years of age or older; and
- have been determined by DVA to have a degree of incapacity of 100% due to accepted conditions (or are receiving, or have received, a DCP in respect of pulmonary tuberculosis at the maximum general rate); and
- have had an impairment rating assessed to be at least 70 points, and a lifestyle rating (see 2.D.3.3 Lifestyle Rating) of at least 6, under the approved Guide to the Assessment of Rates of Veterans' Pensions; and
- not be eligible to receive a Special or Intermediate rate of DCP.

The level of incapacity for veterans and members in receipt of this DCP Rate is such that they have a minimum level of functioning and greatly reduced lifestyle activities. EDA is an amount equivalent to a 150% of the General Rate.

2.C.1.2.4 Intermediate Rate

Information concerning Intermediate Rate can be found here.

Intermediate Rate provides compensation to a veteran, member of the Forces or a member of a Peacekeeping Force where, because of incapacity resulting from eligible service, the person is unable to resume or continue in remunerative work for 50 percent or more of normal time or 20 hours or more per week.

A person is eligible if:

- either:
  - the degree of incapacity from his or her war- or Defence-caused disabilities has been determined to be at least 70 percent of the General Rate; or
  - he or she has suffered from or is suffering from pulmonary tuberculosis, and is receiving or entitled to receive a DCP at the General Rate; and

- the incapacity from his or her accepted disabilities, alone, renders him or her incapable of undertaking remunerative work other than on a part-time basis or intermittently; and
- the person is, by reason of his or her incapacity from accepted disabilities alone, prevented from continuing to undertake remunerative work and as a consequence, suffers a loss of earnings that the person would not suffer if free of that incapacity; and
- the person, if aged 65 years or over, was engaged in remunerative work after age 65 and that work was in the same business or employment in which the person had been working for 10 continuous years.

Intermediate Rate is not payable when the person ceases remunerative employment for reasons other than accepted disability (eg age or other incapacity).

2.C.1.2.5 Special Rate

Information concerning Special Rate can be found here.

If the veteran or member has not yet turned 65 when the claim or application was made, Special Rate (commonly known as TPI) is payable when:

- either:
  - the degree of incapacity of the person from war- or Defence-caused injury or disease, or both, is determined to be at least 70% of the General Rate; or
  - the person is, because he or she has suffered or is suffering from pulmonary tuberculosis, receiving or entitled to receive a DCP at the general rate; and
- he or she is totally and permanently incapacitated, that is to say, the person's incapacity from war- or Defence-caused injury or disease, or both, is of such a nature as, of itself alone, to render the person incapable of undertaking remunerative work for periods aggregating more than 8 hours per week; and
- the veteran or member is, by reason of incapacity from that war- or Defence- caused injury or disease, or both, alone, prevented from continuing to undertake remunerative work that he or she was undertaking and is, by reason thereof, suffering a loss of salary or wages, or of earnings on his or her own account, that would not be suffered if the veteran or member were free of that incapacity.

If the veteran or member has turned 65 when the claim or application was made; he or she must meet the previously mentioned '70% incapacitated' and '8 hour work' tests and in addition must:

- be suffering an actual loss of earnings having ceased 'last paid work' due to the accepted disabilities; and
- have started the 'last paid work' before turning 65; and
- when the client ceased last paid work:
  - if he or she was working as an employee, had been employed by the same person or a predecessor of that person; or
  - if self-employed, been in that profession etc.

for a continuous period of 10 years that began before the person turned 65.

Service-related blindness in both eyes also attracts payment at the Special Rate without any work test.

A person will not be taken to have lost salary, wages or earnings because of accepted disabilities if the person:

- stopped work wholly or partly because of some other reason (such as non-accepted disabilities, personal choice, compulsory retirement or redundancy); or
- is prevented from working because of some other reason (such as non- accepted disabilities, lack of work due to economic conditions).

The above conditions must be met during the period for which DCP is being assessed.

Where a person is under 65 years on the day he or she lodged a claim or application, incapacity from war- or Defence-caused disease or injury need only be the substantial reason for him or her not being able to engage in remunerative work if the person satisfies the Commission that he or she has been genuinely seeking to engage in remunerative work, but for the war caused incapacity be continuing to seek work, and that war caused incapacity is the substantial cause of the inability to obtain work.

Both the Special and Intermediate Rate tests require permanent incapacity. However, the Act also provides that the Special Rate may be paid on a temporary basis (known colloquially as TTI Totally Temporally Incapacitated) where a veteran or member is temporarily incapacitated by accepted disabilities alone and if the person were so incapacitated permanently, would be eligible for the Special Rate. In these cases the Assessing Officer determines for what period TTI is payable. TTI is most often paid during recuperative periods following hospitalisation after an accident or operation.

2.C.2 War Widow(er)s' Pension

Information concerning the War Widow(er)s' Pension can be found here.

War Widow(er)s' Pension is to compensate the widow(er) of a veteran, a member of the Forces or a member of a Peacekeeping Force whose eligible service has caused or contributed to his or her death.

The widow(er) must have been legally married to, or a partner of, an eligible person immediately before the eligible person died. The eligible person must have:

- had death determined as war- or defence-caused; or
- died as a result of an injury or disease which is accepted as war- or Defence- caused; or
- been in receipt of a DCP at the Special Rate; or
- been in receipt of EDA; or
- been a former Australian prisoner of war; or
- been in receipt of an additional amount of compensation for specific disabilities (Under 27 of the VEA).

War Widow(er)s' Pension is the sum of two amounts set out in section 30. The assessed rate of War Widow(er)s' Pension may be offset or reduced if compensation is payable from another source. More information is available here.

The pension is affected by other income payments in the nature of compensation, in respect of the death of a veteran. The amount of compensation paid or the assessed fortnightly equivalent may limit all pensions payable to a dependant. Where two or more pensions are subject to these provisions, an Orphans Pension is limited before a War Widow(er) Pension.

Like other compensation pensions, it is not income nor asset tested, nor is it taxable. Since 1984, War widow(er)s who remarry retain their pension and treatment entitlements. Widow and widower include partners.

Note: Since 1 July 2009 a 'partner' for the purposes of the VEA includes a de-facto relationship with 'a person of the same sex'. This amendment now applies to claims arising from deaths that occurred before or after 1 July 2009 where there is a surviving partner of the same sex. However, any benefit is only payable from the later of 1 July 2009 or the date the person's claim is lodged (or earlier if backdating provisions apply).

2.C.3 Single Orphans' Pension

Information concerning Single Orphans' Pension can be found here.

Single Orphans' Pension is payable to the children of deceased veterans and members:

- who were in receipt of a DCP at the Special Rate or EDA at the time of death;
- whose death has been accepted as service related;
- been in receipt of an additional amount of compensation for specific disabilities (Under 27 of the VEA); or
- who were ex-prisoners of war.

It ceases to be paid at age 16 if the child receives other Commonwealth allowances (eg under the Veterans' Children Education Scheme, Youth Allowance or ABSTUDY).

Single Orphans receive Gold Repatriation Health Cards and are eligible for most treatment at Departmental expense. As long as they are full-time students they retain this eligibility after age 16 years until they reach age 25 years.

2.C.4 Double Orphans' Pension

Double Orphans' Pension is payable to the children of deceased veterans or members:

- who were in receipt of a pension at the Special Rate or EDA at the time of death;
- whose death has been accepted as service related;
- been in receipt of an additional amount of compensation for specific disabilities (Under 27 of the VEA); or
- who were ex-prisoners of war; and
- whose second parent is deceased or does not contribute to the maintenance of the child.

Double Orphans' Pension is also payable to a child whose father or mother has died:

- and had operational service; and
- whose second parent is deceased or does not contribute to the maintenance of the child.

Like the Single Orphans' Pension, Double Orphans' Pension ceases to be payable at age 16 years when other Commonwealth allowances eg VCES, ABSTUDY, or Youth Allowance are paid.

Double Orphans also receive Gold Repatriation Health Cards as dependants and are eligible for most treatment at Departmental expense up to age 16 years or 25 years in the case of full-time students.

2.C.5 Additional Disability Compensation Payment for Specific Disabilities

Information concerning specific disabilities can be found here.

The additional DCP is payable to persons who receive a DCP at less than the Special Rate and

who have a service-related amputation and/or blindness in one eye (service-related blindness in both eyes attracts payment at the Special Rate). The total amount of DCP for Specific Disability cannot exceed the Special Rate.

The rates vary over the 15 items listed in section 27 of the VEA.

1	Two arms amputated
2	Two legs and one arm amputated
3	Two legs amputated above the knee
4	Two legs amputated and blinded in one eye
5	One arm and one leg amputated and blinded in one eye
6	One leg and one arm amputated
7	One leg amputated above, and one leg amputated below, the knee
8	Two legs amputated below the knee
9	One arm amputated and blinded in one eye
10	One leg amputated and blinded in one eye
11	One leg amputated above the knee
12	One leg amputated below the knee
13	One arm amputated above the elbow
14	One arm amputated below the elbow
15	Blinded in one eye

For determining eligibility for these additional amounts:

- amputation of an arm below the elbow is deemed to be amputation above the elbow if the elbow action is lost;
- amputation of a leg below the knee is deemed to be amputation above the knee if the knee action is lost;
- amputation of a foot is treated as amputation of a leg below the knee;
- amputation of a hand is treated as amputation of an arm below the elbow; and
- a leg, foot, hand or arm that has been rendered permanently and wholly useless is treated as having been amputated.

It is not necessary to lodge a claim as the eligible cases will be identified during the claim process and the allowance granted as part of the Assessing Officer's determination of the rate of DCP.

2.C.6 Eligible Dependants

2.C.6.1 Introduction

When discussing dependency, the word 'veteran' in subsection 11(3) of the Act also means a member of the Forces or a member of a Peacekeeping Force (s. 11(3) refers) and the phrase 'war caused' can also mean 'defence caused (s. 71(2) refers).

Section 11 of the Act includes the following as being the dependant of a veteran:

- the partner;
- a non-illness separated spouse;

- a widow or widower (other than one who marries or remarries); or
- a child.

A dependant can only claim a pension under Part II or Part IV of the Act upon the death of a veteran. Previously a pension was payable to the dependants of veterans who were in receipt of a DCP. This ceased in 1985 and many took the option of receiving a one-off lump sum in place of on-going pension. The general rule is that a dependant of a veteran is only eligible for pension where the death of the veteran was war-caused (ss. 13 and 70 refer). However, there are some exceptions to this rule.

A dependant of a veteran whose death was not war-caused can receive pension in the following circumstances:

- where the veteran was a POW on operational service (s. 13(2A) refers); or
- where the veteran was in receipt of a DCP (s. 13(2)):
  - with the Extreme Disablement Adjustment (ss. 13(2) and 22(4) refers); or
  - at the Special Rate for Total and Permanent Incapacity or for blindness (s. 24 refers); or
  - the rate of which was increased because the veteran was a double amputee (Items 1 to 8 of s. 27 refers); or;
- where the dependant claiming the pension:
  - is a child of a veteran who rendered operational service; and
  - is not being maintained by a parent, adoptive parent or stepparent.

Sub-section 11(2) also provides that the Commission can, by instrument in writing, determine a person who is dependant of the following type of veteran to be a dependant of that veteran:

- an Australian aborigine or a descendant of a Torres Strait Islander; who has served during World War II in the Defence Force; and
- had his or her services terminated by transition or death.

Such persons were previously covered by their own Acts, the Native Members of the Forces Benefits Act 1957 and the Repatriation (Torres Strait Islanders) Act 1972.

2.C.6.2 Member of a Couple

A person is a member of a couple if:

- the person is legally married to another person and is not living separately and apart from the person on a permanent basis; or
- is the partner of the person.

2.C.6.3 Partners

To be recognised as being the 'partner' of a veteran, the client and the veteran must:

- have been living with each other;
- not have been legally married to each other;
- have been in a marriage-like relationship; and
- not have been within a prohibited relationship ie. an ancestor, a descendant or a brother or sister of each other (s. 5E(2) refers).

If the relationship had broken up prior to the death of the veteran, the client is not a partner, though there can be special circumstances that might allow short periods to be treated as irrelevant (s. 5E(2) refers).

If the client and the veteran were separated solely because of the temporary absence or the ill-health or infirmity of one of the parties at the time of the veteran's death eg. one of the parties was in a nursing home, the client can be recognised as still living together (s. 5E(3) refers).

If a determination has previously been made in writing under the provisions of subsection 5R(3) that the client or the veteran is not a member of a couple, the client is not the partner of the veteran (s. 5E(4) refers).

2.C.6.4 Partners and Spouses

As a person may have a partner and a non-illness separated spouse, a claim can be received and determined in respect of more than one dependant of the same veteran ie. the legal widow and the de facto widow (s. 11(1) note refers).

A widow or widower is not entitled to receive a pension in respect of the death of more than one veteran, for example, in the case of a person who was the partner of a veteran at the time of his or her death when legally married to another (s.13(9) refers).

2.C.6.5 Widows and Widowers

To be recognised as the widow or widower of a veteran a client needs to have been validly married to the veteran at the time of the veteran's death and not to have remarried between the time of the veteran's death and the time of lodging a claim in respect of the veteran's death. (ss. 11 and 13(8) refer). Copies of marriage certificates may need to be sighted in these cases.

A simple declaration from the client that he or she has not re-married is usually sufficient proof that the person has not re-married but if there is any suspicion that this is not so, the official marriage records would be checked from the date of the veteran's death. Should it be found after a decision has been made to accept the veteran's death as war-caused that the client had re-married prior to lodging the claim, the decision to grant a pension is void (s. 13(8) refers).

Only widows who remarried or remarry after 28 May 1984 can retain their pensions (s.13(8A) refers). Widowers became eligible to claim in respect of their spouse's death with effect from 22 January 1991. Such widowers are not eligible to claim if they remarried before 22 January 1991 (s. 13(8B) refers).

2.C.6.6 Marriage-Like Relationships

Because of the difficulties that arose under the *Social Security Act* and the VEA in determining whether persons were 'couples' for the purpose of receiving a lower Services Australia or Service Pension or for the purpose of receiving a War Widow's Pension, both Acts were amended to include a definition of what constitutes a marriage-like relationship (s. 11A refers).

Not all of the matters listed in the VEA need to be present, as some are dependent upon the age of the couple when they come together. Section 11A of the VEA states that 'regard is to be had to all the circumstances of the relationship'. The particular matters taken into account are:

- the financial aspects of the relationship, including:
  - any joint ownership of real estate or other major assets and any joint liabilities;
  - any significant pooling of financial resources especially in relation to major financial commitments;
  - any legal obligations owed by one person in respect of the other person; and
  - the basis of any sharing of day-to-day household expenses.
- the nature of the household, including:
  - any joint responsibility for providing care or support of children;
  - the living arrangements of the people; and

  - the basis on which responsibility for housework is distributed.
- the social aspects of the relationship, including:
  - whether they present as being married to each other;
  - the assessment of friends and regular associates about the nature of their relationship;
  - the basis on which they make plans for, or engage in, joint social activities; and
  - any sexual relationship between them;
- the nature of the commitment to each other, including:
  - the length of the relationship;
  - the nature of any companionship and emotional support that they provide to each other;
  - whether they consider that the relationship is likely to continue indefinitely; and
  - whether they see their relationship as a marriage-like relationship.

2.C.7 Disability Compensation Allowances

Attendant Allowance. Attendant Allowance is payable to veterans or members with severe incapacities who require the services of an attendant to assist them in daily activities solely because of accepted disabilities. More information is available here.

Bereavement Information. Information on bereavement payments, funeral benefits and other assistance provided under the Veterans' Entitlements Act 1986 (VEA) is available here.

Clothing Allowance. Clothing allowance may be paid to a veteran who has a war-caused or Defence- caused injury or disease, which causes exceptional wear and tear or damage to clothing. Damage to clothing may be due to factors such as staining from medications or abrasions from aids and appliances. The rate of clothing allowance depends on the extent of the veteran's injury or disease. More information is available here.

Victoria Cross Allowance. The allowance is an annual payment to veterans who have been awarded the Victoria Cross. More information is available here.

Decoration Allowance. Decoration allowance is payable to a veteran who is paid a DCP AND who received an eligible decoration awarded for gallantry during a war or during warlike operations covered in the VEA. Veterans eligible to receive a decoration allowance or an annuity from a foreign country in respect of their decoration may also receive decoration allowance under the VEA. See here.

Loss of Earnings Allowance. Loss of earnings allowance (LOE) may be paid when a veteran loses salary, wages or earnings because the veteran is being treated for a war-caused or Defence-caused injury or disease; a veteran has to attend appointments in relation to a claim for a DCP; and another person loses salary, wages or earnings because they are helping a veteran to pursue a claim for a DCP. See here.

Lump Sum Advance. If a person is receiving a DCP from DVA and require additional funds for any purpose, they might be able to get some of their DCP paid in advance. See here.

Motorcycle GST Rebate Scheme. This web page describes who can claim a rebate from the Australian Government to cover the cost of the GST on the purchase of their motorcycles and replacement parts. See here.

Veterans' Supplement. This web page explains what veterans' supplement is, who is eligible for it, how much it is and how it is paid. See here.

Recreation Transport Allowance. Recreation Transport Allowance (RTA) may be paid to an eligible veteran to assist with the costs of transport for recreation purposes. See here.

Renting and Rent Assistance. Rent assistance is a non-taxable allowance to help meet the cost of rented accommodation. See here.

Renting and Rent Assistance – Social Security Age Pensioners. Rent assistance is a non-taxable allowance to help meet the cost of rented accommodation. See here.

Eligibility for and using the Veteran Gold Card and Veteran Gold Card (TPI). This web page describes who is eligible for and how to use the Veteran Gold Card or Veteran Gold Card (TPI) and what circumstances can affect eligibility under the Veterans' Entitlements Act 1986 (VEA) and the Military Rehabilitation and Compensation Act 2004 (MRCA). See here.

Supply of Cars and Car Part GST-free. Severely disabled Veterans may not have to pay GST on the supply of cars or car parts GST. See here.

Vehicle Assistance Scheme. The Vehicle Assistance Scheme may assist a veteran to purchase and modify a motor vehicle where service or war caused amputation, injury or disease severely affect the ability to move around. A running and maintenance allowance is also payable to help defray the cost of registering and insuring the vehicle. See here.

Education Schemes. This web page provides information about the Veterans' Children Education Scheme (VCES) and the Military Rehabilitation and Compensation Act Education and Training Scheme (MRCAETS) (the Education Schemes). The Education Schemes provide financial assistance, student support services, guidance and counselling for eligible children to help them achieve their full potential in full-time education or career training. See here.

PART D - THE CONNECTION OF DEATH, INJURY OR DISEASE WITH SERVICE

2.D.1 Connection with Service

The requirements of Sections 8 and 9 are satisfied if there is a causal connection between service and incapacity or death. The causal connection need not be the sole or dominant cause.

2.D.1.1 War-Caused Injury, Disease or Death

Sections 8 and 9 of the VEA states that a veteran's injury, disease or death will be taken as war-caused if the death, injury or disease:

- resulted from an **occurrence** that happened while the veteran was rendering operational service (ss. 8(1)(a) and 9(1)(a));
- **arose out of**, or was **attributable to** any eligible war service rendered by the veteran (ss. 8(1)(b) and 9(1)(b));
- **resulted from** an accident that occurred while the veteran was travelling, while rendering eligible war service but other than in the course of duty, on a journey to a place for the purpose of performing duty or away from a place of duty having ceased to perform duty (ss. 8(1)(c) and 9(1)(c));
- was due to an accident or disease that would not have happened **but for** having rendered eligible war service or **but for** changes in the veteran's environment consequent upon having rendered eligible war service (ss. 8(1)(d), 9(1)(d) and 9(2)); or
- was contributed to in a material degree or was **aggravated by** eligible war service, provided that the disease or injury occurred prior to or during that service and that the period of eligible service was at least six months (ss. 8(1)(e), 9(1)(e), sss. 9(5), 9(6)).

2.D.1.2 Defence Caused Injury, Disease or Death

Section 70 of the VEA states that an injury, disease or death will be taken to be defence-caused if the death, injury or disease:

- **arose out of**, or was **attributable** to any Defence, peacekeeping or hazardous service rendered by the member (s. 70(5)(a));
- **resulted from** an accident that occurred while the veteran was travelling, while rendering defence, peacekeeping or hazardous service but other than in the course of duty, on a journey to a place for the purpose of performing duty or away from a place of duty having ceased to perform duty (s. 70(5)(b));
- was due to an accident or disease that would not have happened **but for** having rendered Defence, peacekeeping or hazardous service or **but for** changes in the veteran's environment consequent upon having rendered any such service (ss. 70(5)(c) and 70(7)) or
- was **contributed to** in a material degree or was **aggravated** by Defence, peacekeeping or hazardous service, provided that the disease or injury occurred prior to or during that service and that the period of any such service was at least six months (ss. 70(5)(d) and 70(5B)(9)(b)(ii)).

2.D.1.3 Compensation for Smoking-Related Illness after 1 January 1998

If a disease (or death) is caused by smoking, when determining any claim, the contributory effect of smoking (or any increased level of smoking) that started after 1 January 1998 will be disregarded as being service caused. This limit does not affect claims based on smoking

started or increased during eligible service prior to 1 January 1998.

2.D.1.4 Claims

Before a person can lodge a claim for a Part II or Part IV pension under the provisions of section 14 of the Act, the person needs to be a veteran, a member of the Forces, a member of a Peacekeeping Force, or a dependant of such a person.

For a claim to be accepted there must be a causal relationship between the service rendered by the veteran, member of the Forces or member of a Peacekeeping Force and the veteran's or member's incapacity, disease or death. For those veterans or members who rendered 'operational service', 'peacekeeping service' or 'hazardous service', special provisions apply with regard to the connection between death, disease or injury and service, and with the standard of proof to be applied when deciding such matters.

2.D.2 The Standards of Proof

The Repatriation Commission has published Guidelines on the process of decision-making. The application of the rules is according to the judgement of the Full Federal Court in the case of Deledio and is available from all DVA State Offices, on the DVA Internet site, or here.

2.D.2.1 Beyond reasonable doubt

In deciding acceptance of claims for DCP for injury, disease or death relating to Warlike, Non-warlike, Operational, Peacekeeping or Hazardous Service, the beyond reasonable doubt standard of proof is used. This means that a claim for DCP for an injury, disease or death will succeed if there is material pointing and raising a reasonable hypothesis connecting the disability or the death with the veteran's service. It also requires that the facts, other than jurisdictional facts, pointing to that hypothesis are not disproved beyond reasonable doubt (see the Full Federal Court case of Deledio). The various levels of decision-makers determine the matters of fact, including jurisdictional issues such as whether the client is a veteran and the diagnosis of the condition, the nature of service and any connection of the factors that may contribute to a disease. However, questions of medical causation are determined by reference to the relevant Statement of Principles (SOP) if one exists.

In some circumstances a SOP may not have been issued for a particular disability. In such cases a hypothesis of a connection between service and the condition can still be found to be reasonable. If it is put forwarded by a medical practitioner, eminent in the particular field and any essential facts are not disproved beyond reasonable doubt then it is reasonable. A hypothesis cannot be reasonable if it is 'contrary to proved scientific facts or to the known phenomena of nature'. Nor can it be reasonable if it is 'obviously fanciful, impossible, incredible or not tenable or too remote or too tenuous'. Full scientific proof will not be required for a hypothesis to be reasonable and more than one hypothesis can be reasonable (see the High Court case of Bushell).

2.D.2.2 Reasonable satisfaction

Claims for a DCP for Eligible War Service, Defence Service or Qualifying Service and all other matters, except those relating to acceptance in respect of Warlike, Non-warlike, Operational, Peacekeeping or Hazardous Service, are decided using the **reasonable satisfaction** (also known as the balance of probabilities) standard of proof. This means that in deciding a claim for a DCP, if the causal relationship between service and injury, disease or death is more likely than not the claim will succeed.

Given the particular circumstances of the case, it needs to be more likely or more probable than not those details are correct and that events have actually occurred before they are found as facts. This is a more the ordinary civil standard of proof and is not as generous as the **beyond reasonable doubt** standard.

2.D.2.3 The Repatriation Medical Authority

Information concerning the Repatriation Medical Authority and the Statement of Principles can be found here.

This web page provides a brief description of the Statements of Principles (SOPs) used in determining claims for liability for injuries, diseases and deaths under both the VEA and the MRCA.

As part of the requirement that hypotheses have medical-scientific credibility and to ensure consistency in the determining of claims, an independent body of eminent medical practitioners and medical scientists makes decisions on the reasonableness of medical hypotheses—the Repatriation Medical Authority (RMA). Such decisions are reviewable by another independent body—the Specialist Medical Review Council (SMRC).

The RMA has been given the power to determine from time to time those medical contentions that are based on sound medical-scientific evidence and that provide a causal relationship between service and the disabilities claimed by applicants for a DCP. In effect, it will be necessary, before a hypothesis can be found to be reasonable, for it to be based on sound evidence from the field of medical science. To be accepted a hypothesis would need to be based on a degree of medical-scientific acceptability.

2.D.2.4 Statements of Principles

Information concerning Statements of Principles can be found here.

This web page provides a brief description of the Statements of Principles (SOPs) used in determining claims for liability for injuries, diseases and deaths under both the VEA and the MRCA.

The determinations of the RMA are issued in the form of Statements of Principles (SOPs). There are two SOPs issued for each condition; one in respect of operational, peacekeeping and hazardous service, and one in respect of eligible war and defence service. Each SOP states, for the purpose of the causation tests in the legislation, what factors must, as a minimum, exist and which of those factors must be related to service rendered by a person before it can be said that a reasonable hypothesis has been raised or that, on the balance of probabilities, certain conditions connect circumstances with service. Most factors contain elements. To be accepted, a claim must satisfy all the elements in any one relevant factor.

SOPs are disallowable legislative instruments that are binding on the Repatriation Commission, the VRB and the AAT for all claims lodged on or after 1 June 1994. No matter how detailed a supporting medical report may be or how eminent is the medical practitioner who provides the evidence, if it does not meet a factor in the particular SOP, the claim cannot be accepted. Claims lodged before 1 June 1994 are to be decided on the basis of the most beneficial of either reference to a SOP or a reasonable hypothesis in accordance with the matters of *Bushell and Byrnes*.

The RMA monitors the conditions for which it has issued SOPs to ensure any changes in medical-scientific knowledge are reflected in the statements. It is possible that a condition not accepted at present may be accepted in the future due to advances in sound medical-scientific evidence. Conversely, a contention that has some support at present may eventually be shown to be wrong. The statements will reflect these changes. However, if a condition has been accepted as war-caused and a DCP awarded, the DCP will not be rescinded even if the SOPs changes.

Under S180A the Repatriation Commission can make a determination that has the same effect as a SOP. This can only occur in exceptional circumstances and only if the Commission were of the opinion that either:

- a SOP made by the RMA; or

- the decision of the RMA not to make a SOP

would disadvantage specific categories of veterans and that therefore a beneficial SOP should be made. The Repatriation Commission has made only one such determination, relating to exposure to herbicides in Vietnam and Leukaemia.

Veterans and their organisations are able to initiate action by the RMA to formulate or review the contents of SOPs and can make written submissions to the RMA.

SOPs can be obtained from the RMA either in computer disk form or hard copy. This can be arranged by the RMA:

Registrar
Repatriation Medical Authority
PO Box 1014 GPO BRISBANE QLD 4001
Telephone: 07 3815 9412

To ensure the RMA distribution list is kept current, the Authority requests that ex-service organisations (ESO) and individuals receiving SOPs advise of any change of address or personnel at the particular ESO.

The SOPs are also available on the RMA website.

2.D.3 Principles of Assessment

2.D.3.1 Guide to the Assessment of Rates of Veterans' Pensions (GARP)

The GARP is used to determine the degree of incapacity from injury or disease. It is used by and is binding on the Commission, the Veterans' Review Board and the Administrative Appeals Tribunal. The degree of incapacity is used to determine the amount of General Rate DCP payable.

The principles of assessment of incapacity from accepted conditions set out in GARP are:

- **Incapacity**, for the purpose of assessing a DCP, is primarily comprised of a medical impairment rating.
- **Impairment** contains two components:
  - physical loss of, or alteration to, any body part or system; and
  - the functional loss to which this may give rise.

Information concerning the Guide to the Assessment of Rates of Veterans' Pensions can be found here.

Volume 2 of the Guide is available here.

Greater emphasis is given to loss of function as a basis for assessment. It is measured by reference to an individual's performance efficiency compared with that of an average, healthy person of the same age and sex, in a set of defined vital functions. This is a means of compensating for the loss of ability to perform everyday functions. When a disability can be rated under both a Loss of Function Table and an Other Impairment Table, the disability does not get both ratings but is given the higher of the two.

A **Lifestyle Rating** is combined with the impairment rating in order to arrive at the degree of incapacity from accepted disablement. This is because impairment may also have an effect on a person's capacity to function in society and enjoy life.

2.D.3.2 The Impairment Tables

GARP contains tables that enable assessment of impairment. A concept of whole person impairment underlines the ratings in each table, i.e. the impairment ratings reflect the importance of the system to the whole person. Each table contains benchmark values. Each benchmark is a threshold value, i.e. the rating is made only if the threshold is achieved or exceeded. Ratings are not rounded up to the next threshold.

The Guide provides that an impairment rating be evaluated first. This is an objective medical measure of physical and/or psychological impairment and is assessed from medical reports by comparing actual impairment with percentage tables for various body systems. When all accepted disabilities have been given an impairment rating, the ratings are combined by use of the Combined Values Chart. They are not simply added together. The final combined rating is rounded to the nearest five points.

The second stage of assessment requires a rating for the effects of the service-caused incapacity on lifestyle. This information is derived from the medical report and the Lifestyle Report completed by the veteran. This rating is an expression of severity of social or non-medical effects and is determined by comparing the veteran's actual lifestyle with that which could be expected in the absence of service-caused incapacity. The effects of non-service-caused incapacity and lifestyle limitations imposed by age must be disregarded. In this regard the Guide provides tables under the headings of personal relationships, mobility, recreational and community activities, and employment and domestic activities.

For the third stage of the assessment the Guide provides a table for conversion of impairment rate and lifestyle rate to a General Rate DCP. In the conversion process, medical impairment is more significant.

2.D.3.3 Lifestyle Rating

As part of a claim for a DCP or an application for increase in a DCP an assessment of how accepted disabilities or newly claimed disabilities affect the person's lifestyle is needed. This measure is called a Lifestyle rating (LSR) and is calculated on the effects those disabilities have on four areas of a person's lifestyle. The areas are:

- personal relationships;
- mobility;
- recreational and community activities; and
- domestic and employment activities.

Three choices are available as a means of assessment. These are:

- Option 1 (self-assessment);
- Option 2 (average lifestyle rating); or
- Option 3 (lifestyle questionnaire).

If the veteran does not make a choice or does not return the Self-Assessment Form Lifestyle Questionnaire, the Delegate may use Option 2.

Self-assessed LSRs which fall one or more points outside the 'shaded area' in Table 23.1 of GARP V will not be accepted without additional evidence justifying the higher rating. This additional evidence will always include a completed Lifestyle Questionnaire (as per Choice 3). (Note that the 'shaded area' represents an effect of accepted disabilities on lifestyle which is broadly consistent with the degree of impairment caused by those disabilities.)

An example of the calculations to determine the rate of DCP is provided below.

A client submitted a claim for compensation under the VEA.

The Client is 45 years old.

The Client has a number of accepted conditions.

1. Right Rotator Cuff Syndrome - Impairment rating of 10 (Chapter 3 Table 3.1.1). Age adjusted to 11 (Chapter 3 Table 3.6.1)
2. Cervical Spondylosis - Impairment rating of 5 (Chapter 3 Table 3.3.1). Aged adjusted to 6 (Chapter 3 Table 3.6.1)
3. Osteoarthritis in right hip - Impairment Rating of 10 (Chapter 3 Table 3.2.1). Aged adjusted to 11 (Chapter 3 Table 3.6.1)
4. Post traumatic stress disorder Impairment rating 45 (Chapter 4 Tables 4.1 - 4.8)

Using the Combined Values Chart 18.1 this results in a Combined Value of 59.

45 and 11 = 51

51 and 11 = 56

56 and 6 = 59 (Rounded to 60)

Lifestyle Effects

Client chose to self assess.

1. Personal Relationships 4
2. Mobility 2
3. Recreational and Community Activities 3
4. Domestic Activities 3
5. Employment Activities 2

4+2+3+3=12

12/4=3

Lifestyle Rating = 3

Conversion to Degree of Incapacity (Table 23.1)

60 Impairment Points and Lifestyle Rating of 3 = 90%

General Rate amount for 100% = $600.30 (as at 20/9/23).

Amount for 90% of General Rate= $541.04

See https://www.dva.gov.au/financial-support/payment-rates/summary-pension-rates-limits-and-allowances for rates.

2.D.4 Overseas Claims

DVA currently acts as an agent for the Service Personnel and Veterans Agency in Great Britain and Veterans' Affairs New Zealand in the investigation of claims for incapacity, pension and appeals. Application forms for acceptance of disabilities and for increased rates of pension or allowances are available from the Veterans' Compensation sections in state offices.

Completed claim forms are to be returned to DVA and are then forwarded to the relevant overseas authority for direction as to the action required eg medical examinations or reports. DVA has no authority to commence medical investigation of an overseas claim prior to approval from the UK or New Zealand authorities. Once direction is received the claim is investigated accordingly. Upon completion of the investigation all information is forwarded to the overseas authority which determines the claim or appeal. Clients are advised directly by the overseas authority of the outcome of their claims. Because the overseas authorities do not always advise DVA of claim outcomes, clients are requested to advise DVA if they have liability accepted for additional conditions to ensure that Departmental records are up to date and that treatment benefits for accepted conditions are not inadvertently withheld.

UK and NZ pensions are paid directly to the veteran by the overseas authority unless there is an Australian component in the payment.

All claims by other Commonwealth or allied ex-service personnel are to be made to the relevant country to establish if any pension is payable.

PART E - THE CLAIM AND THE PRIMARY DETERMINING SYSTEM

The investigation of a claim is conducted within DVA. It is useful, therefore, to understand the investigation process at that level. Observance of formalities required by the Act in the lodgement of a claim may well dispense with the need for a review.

Procedures and forms are common to claims for veterans and dependants unless otherwise stated.

2.E.1 Making the Claim or Application

A claim for benefits and allowances as well as applications for increase and review must be made in writing on the appropriate form approved by the Commission (s.14(3)(a)). It must be forwarded to, or delivered at, an office of DVA (s. 14(3)(c)).

When the claim is received, it is checked to ensure that it has been lodged by a person entitled to claim. A claim for a DCP or an application for increase in a DCP can be made by:

- the veteran or member (in the case of a DCP) (s. 16(a));
- a dependant (in the case of a dependant's DCP) (s. 16(a));
- a person on behalf, and with the approval, of a veteran, member or eligible dependant (s. 16(b));
- a person approved by the Commission where the veteran, member or dependant is physically or mentally incapable of claiming (s. 16(c));
- in the case of a dependant who is under the age of 18 years:
  - a parent or guardian of the dependant; or
  - another person with the written approval of the parent or guardian of the dependant; or
  - a person approved by the Commission, on behalf of the dependant if there is not a parent or guardian of the dependant alive, or willing and able to make, or approve another person to make such a claim on behalf of the dependant (s. 16(d)).

The status of dependants will also be investigated.

Claims involving death eg. War Widow(er)s' Pension, should be accompanied by the death certificate if this is available. Terminal illness notes and/or the autopsy report will be obtained by the Department. Clinical notes from LMOs, specialists and hospitals will be obtained as well as any other information that may be relevant.

2.E.2 Onus of Proof

No provision of the VEA may impose any onus on a claimant, applicant, the Commonwealth, or Department to prove or disprove any matter relevant to the determination of a claim or application.

The lack of an onus of proof does not remove from the Secretary the duties imposed by investigating a claim. Nor does it remove from the Commission the duty to satisfy itself on all matters relevant to determining a claim.

The absence of any onus of proof does not mean that a claimant or applicant is not required to assist in the investigation of his or her claim or application for review by providing any relevant evidence or information. Indeed, it is in the claimant's best interests to provide evidence to substantiate their claim.

The use of Statutory Declarations or signed Witness Statements to support the claim, while not mandatory, can add weight to the evidence considered by the Commission when making

a decision.

2.E.3 Claims Not on the Approved Forms

If an informal claim is lodged (ie a claim in writing but not on an approved form), DVA writes to the client sending a form and advises that it is necessary to make the claim in accordance with the form. Subsection 20(2) provides that where the person subsequently makes a claim in accordance with the approved form within three months of notification of that requirement, then, if the claim is accepted, payment of a DCP can be backdated as if the informal claim had been the formal claim.

Subsection 21(2) is a provision similar to subsection 20(2), but it relates to application for increase.

An informal claim generally lapses if the correctly completed and signed form is not received by the Department within three months of notification of that requirement.

2.E.4 Death of Client or Applicant

The death of a client after a formal claim has been lodged does not affect the obligation the Repatriation Commission has to determine the claim or application.

The claim or application is investigated as far as possible under the circumstances and in accordance with normal procedures and referred to a Claims Assessor for consideration. It is necessary to obtain a copy of the deceased's Will and establish the Legal Personal Representative (LPR) to continue the claim or application on the client's behalf. Similar action is necessary in a VRB or AAT review as both the VRB and AAT issue notices to applicants.

In addition to pursuing an outstanding action, the LPR may take such action as the DCP recipient could have taken if alive, in relation to a variation, cancellation or suspension of a DCP either effected before the recipient's death or effected after the recipient's death from a date before the recipient's death. A new Claim for DCP Application for Increase or Application for Service Pension cannot be lodged, but an application to the VRB may be lodged.

2.E.4.1 Legal Personal Representative (LPR)

The LPR of a person is the person to whom Probate or Letters of Administration have been granted or any other person recognised under State law as a LPR. It should be noted that in all Australian jurisdictions except Queensland, the executor of the Will is not necessarily the LPR. Except in Queensland, the executor of the Will is only the LPR if Probate has been granted to him or her. In Queensland the *Succession Act 1981* provides that the executor of the Will becomes the LPR automatically, even if Probate has not been granted or applied for.

The Repatriation Commission may approve a person to take or continue action of the LPR if that person has advised the LPR of the LPR's powers in relation to the deceased's claims and the LPR has refused to take any action in relation to the claim or has failed to do so within a reasonable time, or the LPR has declined to take action in connection with the claim.

If the deceased has left no Will the Commission will approve a person (usually the person taking out the Letters of Administration) to carry on the action.

2.E.5 Australians who served with Allied or Commonwealth Forces

Although very rare now, Australians who served with the forces of Commonwealth or Allied countries may be covered by the *Veterans' Entitlements Act* for disability compensation. A person who claims benefits on the basis that he or she served with Commonwealth or Allied forces in a conflict in which Australia was involved, will need to provide evidence of

Australian domicile immediately prior to enlistment and, in the event that the claim is the first claim made for any injury or disease, be resident as well as physically present in Australia at the time the claim is lodged. **Information required includes:**

- the date and place of the veteran's birth;
- the date of his or her arrival in Australia, if not Australian born, together with the name of the ship and port of disembarkation;
- the place of residence and domicile of the veteran's parents if less than 21 years at the time of his/her enlistment, or re-enlistment or if the person was over 21, his or her place of residence and domicile at the time of enlistment or re-enlistment;
- other places of residence and places of any employment prior to enlistment, and the periods spent at each;
- the veteran's reason for leaving Australia if over 21 years at the time, with the name of ship, date and port of embarkation and importantly, his or her intentions at the time regarding return to Australia;
- the date and place of enlistment or call-up for service, the period served and the location of service;
- the date of return to Australia, whether repatriated or returned independently, the name of the ship and the port of disembarkation;
- the period or periods of residence in Australia or its Territories since return; and
- the place of residence at the time of making the claim, if the person has not previously made a claim on the Australian Government, in respect of injury or disease arising from service with the Commonwealth or allied forces.

Prior to the *Domicile Act 1982 (Commonwealth)* coming into force on 1 July 1982, the domicile of a minor, that is a person of less than 21 years, is always the domicile of his/her parents (normally the father). If the person was less than 21 years on enlistment it will be necessary to establish the place of domicile of the parents in order to establish the domicile of the veteran.

Verification of information should be provided wherever possible eg supporting statements (preferably Statutory Declarations) by relatives, friends, employers or business associates, entries in official membership records of social, professional or trade associations or societies, testimonials and introductory letters, Australian electoral records and evidence of continued or discontinued domestic, social or financial ties with Australia by the person while absent from Australia.

2.E.6 Investigation by the Department

The Secretary of the Department is required to make an investigation into the matters to which the claim relates (s. 17(1)), and upon completion of the investigation, submit the claim to the Commission (s. 17(2)), together with any evidence furnished by the client and the documents relevant to the claim under the control of the Department, including evidence and documents obtained in the course of the investigation (s. 17(3)).

2.E.6.1 Determination by the Commission under the Veterans' Entitlements Act

The Commission delegates its power to decide claims to Claims Assessors. A Claims Assessor is entitled to request further investigations, to summon persons to appear to give evidence, and to take evidence on oath (s. 32).

When a claim is received by the Department, the Claims Assessor is responsible for the investigation required in the particular case. Such investigation usually includes:

- physical examination of the person by a DMO or his or her Local Medical Officer (LMO);
- obtaining medical reports from LMOs, other doctors or health practitioners that have treated the person for the conditions claimed;
- physical examination by a medical specialist; and
- checking with the Defence Force as to whether all the Service medical documents are with the person's Departmental file and, if not, obtaining them.

At the medical examination the medical practitioner discusses the client's conditions with him or her and completes a report on the physical and mental impairment from any claimed disability.

The Medical Practitioner's report, which includes a diagnosis of the disabilities claimed, the possibility of relationship to service and the degree of medical impairment from any accepted disabilities and those now claimed by reference to GARP, is made following the completion of the investigation of the claim.

Section 128 of the VEA states that the Secretary may, for the purposes of this Act, by notice in writing given to a person (including a person employed in or in connection with a Department of the Government of the Commonwealth, of a State or of a Territory or by any authority of the Commonwealth or of a State or Territory), require the person to:

- provide the Department, or an officer specified in the notice, with such information as the Secretary requires; or
- produce to the Department, or to an officer so specified, any documents in the custody or under the control of the person;

  within the period (not being less than 14 days after the notice is given) and in the manner specified in the notice; or
- appear before an officer specified in the notice at such reasonable time (not being a time earlier than 14 days after the notice is given) and place as are specified in the notice to answer questions.

The Secretary may require the information or answers to questions under this section to be verified or given, as the case may be, on oath or affirmation, and either orally or in writing, and for that purpose the Secretary or an officer to whom information or answers are verified or given may administer an oath or affirmation.

The oath or affirmation to be taken by a person for the purposes of this section is an oath or affirmation that the information the person will give will be true.

The difference between an oath and an affirmation is that the oath is a religious commitment where as an affirmation is non-religious. For example:

- **Oath.** I swear by Almighty God that the information I shall give shall be the truth, the whole truth and nothing but the truth.
- **Affirmation.** I do solemnly, sincerely and truly declare and affirm that the information I shall give shall be the truth, the whole truth and nothing but the truth.

2.E.7 Application for Increase in DCP

Information concerning applying for an Increase in a DCP can be found here.

An investigation, similar to that for a claim for a DCP, is conducted by DVA, but it relates only to those disabilities that have already been determined to be war or Defence-caused.

2.E.8 Time Taken to Determine a claim for compensation

The average time taken to complete a claim is approximately 12 months, but this time varies

according to the complexity of each particular case. In a case where all the necessary information is available to the Claims Assessor, the time could be as little as 3 months. It is in the veteran's interest to provide as much material as possible initially to support the claim in line with the RMA Statements of Principles.

2.E.9 Advices

Upon making the decision on the claim, the Claims Assessor is required to advise the client of the decision and provide written reasons for the decision. The advice letter will contain attachments that outline the benefits available to the client together with obligations under the VEA, and particulars of the right of the client to have the decision reviewed by the Veterans' Review Board (s. 34). If a representative has been nominated on the claim form, that representative will also be advised.

The veteran's nominated LMO will be advised so that he or she may provide treatment at Departmental expense for the war- or Defence-caused disability. Existing authorisations will be updated. The veteran's LMO will not be advised if the veteran is entitled to treatment of all conditions ie. entitled to hold a Veteran Health Card.

2.E.10 Privacy and Freedom of Information

Information concerning Freedom of Information and Privacy can be found in the following links.

Access to Information. This explains how information held by DVA may be accessed under the *Freedom of Information Act 1982* (FOI Act).

Privacy. This explains what principles under the Privacy Act 1988 DVA must apply to personal information collected about a person.

Confidentiality**.** This explains the obligations of DVA staff when handling personal information on behalf of Services Australia to administer income support payments made to Australian veterans and their eligible partners under social security legislation. An example of such a payment is the age pension paid by DVA.

PART F - THE REVIEW SYSTEM

Any decision made by a delegate of the Repatriation Commission, the Department of Defence, the Defence Force Retirement & Death Benefits Authority or the Military Superannuation Benefits Scheme in relation to compensation payments, incapacity, income support payment or rehabilitation benefits that have been claimed under the appropriate Act for injury, illness, disease or death arising from war or defence service, can be appealed if the eligible person is dissatisfied with all or any part of that decision.

Information concerning rights of review on DCP can be found here.

Decisions on claims are made by a Claims Assessor in respect of:

- basic eligibility;
- the relationship of incapacity or death to service; and
- the assessment of a DCP.

Decisions in respect of matters of fact in relation to DCPs and Attendant Allowance may be reviewed by:

- the Commission for a Section 31 review;
- the Veterans' Review Board; or
- the Administrative Appeals Tribunal.

Matters of law may be reviewed by:

- a single Judge of the Federal Court;
- the Full Federal Court; or
- the High Court.

2.F.1 Internal Review by Commission under Section 31

Information concerning Section 31 Review can be found here.

2.F.1.1 Section 31 Overview

Under Section 31 of the VEA, the Repatriation Commission has certain discretionary powers to review a Claims Assessor's decision. If an applicant is dissatisfied with a decision, he or she may apply for the decision to be reviewed by the Veterans' Review Board (VRB). Section 31 allows the Commission to review a decision in relation to:

- a claim for a DCP;
- an application for an increased a DCP; or
- an application for attendant allowance.

where:

- an application has been made to the VRB for a review;
- the time has not expired for making application to the VRB; or
- if such an application has been made, the Board has not determined it.

Note: In entitlement cases an appeal must be lodged within 12 months. However, in order to obtain maximum retrospect, an appeal must be lodged within 3 months. In assessment cases an appeal must be lodged within three months.

If an application to the VRB has already been lodged, the Department will notify the VRB of the possible review. The VRB may then postpone hearing its review, pending the outcome of the Repatriation Commission Review.

Reasons for a Section 31 review may include:

- evidence was overlooked by the primary decision maker;
- new evidence has come to hand which if sighted by the claims officer could have resulted in a different decision;
- further medical evidence has been obtained; or
- the initial claim was badly prepared by the client but is now in the hands of an advocate.

Applications for a Section 31 review can be made either by telephone or in writing. However, it must be remembered that any such review is at the discretion of the Commission and may or may not be granted. If a review is granted, the Commission considers all available material, not only that on which it has made its decision, but also any additional information relevant to the review.

As applications for review are received, they are allocated to a Review Officer. If the applicant is not represented, the Review Officer recommends he or she seek expert representation from a TIP trained case officer or advocate and supplies a list of such people residing in the applicant's area. When a representative is nominated, all communication should be through that representative.

If the outcome of the Section 31 review is acceptable, the applicant should be advised to withdraw the application to the VRB. If the section 31 review is not successful, the original decision can proceed to the VRB. If the section 31 review is successful but the applicant is not happy with the result, the further decision can be reviewed by the VRB.

When the Repatriation Commission's decision is in favour of the applicant, the Department will notify the applicant and the VRB of the decision and will provide a statement of reasons. Where the Repatriation Commission reviews but confirms the previous decision, the report would be updated, checked and transmitted to the VRB for the hearing to proceed. If the Commission decides to not review the previous decision, the VRB will be so advised.

If the person is dissatisfied with the further decision under section 31, he or she may appeal to the VRB for a review of that decision except where such a decision does not vary the original decision. The refusal or failure to conduct a section 31 review gives no right of review (s. 31(10)).

The Repatriation Commission can also review a decision at any time of its own volition, if further information becomes available that would affect the rate of a DCP payable.

2.F.1.2 Date of Payment

If, after reviewing a decision, the Commission varies that decision, it may:

- if the person made application for the review within 3 months after receiving a copy of the Commission's decision—approve payment of the DCP from and including a date not earlier than 3 months before the date on which the claim for a DCP was received at an office of the Department in Australia; or
- in any other case—approve payment of the DCP from a date not more than 6 months before the date on which the person's application for review of the Commission's decision was received at an office of the Department in Australia.

2.F.2 Veterans' Review Board

General information regarding the Veterans' Review Board (VRB) can be found on the DVA website here and more detailed information can be found on the VRB website here.

2.F.2.1 Veterans' Review Board (VRB) Overview

The Veterans' Review Board (VRB) is an independent statutory authority appointed by the Governor-General on the advice of the Minister for Veterans' Affairs and consists of:

- a Principal Member responsible for the management of the VRB and appointing panels to hear cases;
- Senior Members responsible for presiding at hearings;
- Services Members appointed from lists put forward by ex-service organisations; and
- Ordinary Members.

2.F.2.2 Who may Apply

Applications for review to the VRB may be made by:

- an applicant who is dissatisfied with a decision made by the Commission in respect of basic eligibility for benefits, the relationship of incapacity of death to service or the assessment of a DCP, he or she may apply to the Veterans' Review Board (VRB) for a review of that decision.
- a veteran or member on behalf of the applicant with his or her approval. (The Commission may approve a person to apply on behalf of a client or dependant who is unable to apply by reason of physical or mental incapacity (s. 136(2))).
- the legal representative of the applicant, if he or she dies. Where there is no legal personal representative, or the legal personal representative refuses or fails to take action, the Commission may appoint a person who can apply for a review (ss. 126 and 136(3)).
- a person or dependant of a deceased person affected by a decision of the Commission made under Section 31 may apply for a review.

2.F.2.3 Manner of Application for Review

An application for review must be made in writing and forwarded to an office of DVA (S.136(1)), not the VRB, within time limits. (There is no requirement that the application be on an approved form or contain reasons for the application). On receiving an application, the Department notifies the VRB.

2.F.2.4 Time Limits

Strict time limits apply to applications for review. In:

- Matters involving acceptance of disability, an application for review must be lodged within twelve months of receipt of the decision (s. 135(4)).
- Cases of assessment and other matters, an application for review must be lodged within three months of receipt of the decision (subss. 135(5) and 135(5A)).

No further claim can be made in respect of a disability on which a decision has become the subject of a review until that review is finalised. Where assessment is the subject of review, no application for increase can be made until that review is finalised.

2.F.2.5 Decisions Subject to Review by VRB

The VRB has authority to review:

- the original decision in respect of:
  - a claim for a DCP;
  - an application for an increased DCP, or for a DCP; or
  - an application for attendant allowance.
- a further decision (s. 135(2)).

except if the decision is one made under subsection 19A (1) to defer consideration of the

claim (s. 135(1)).

- A decision of the Commission made under section 31 reviewing a previous Commission decision may be subject to review by the Board only if the Commission cancels or suspends the DCP, or varies the decision reviewed by the Commission (s. 31(11)).
- A decision relating to the effective date of a Commission decision but only if that date was fixed pursuant to sections 20 or 21 (s. 135(1)).
- Where the Commission conducts a review under section 31 of a decision already subject to a review by the Board. If an application had already been made to the Board in relation to the original decision, then the application is deemed to relate to the Commission's decision as varied by the decision made under section 31 (subss. 135(2) and 135(6)).

2.F.2.6 Dismissal

State Registrars have the power to dismiss an application. The legislation allows an application not finalised or notified as ready within two years of lodgement to be dismissed.

The applicant is asked in writing to show cause why the application should not be dismissed.

If no response is received from the applicant within 28 days, the legislation requires the application be dismissed.

2.F.2.7 Section 137 Report

Section 137 of the VEA requires DVA to prepare a report (called a section 137 report) within six weeks of lodgement of an application for review and forward a copy to the applicant. This report should contain copies of all material contained in Departmental files pertaining to the matter under review. The applicant then has 28 days, or such further period as requested, to provide DVA with written comments on the report.

At the end of that period DVA send four copies of the report to the VRB. One for each member of the Board who are to hear the case, and one for the applicant's representative (if nominated).

On receiving these documents from the Department, the Board writes to the applicant and the Commission requesting written advice about whether or not they intend to be represented at the hearing. The VRB require advice of representation regardless of earlier notification to DVA. In addition, the VRB advises the applicant they have the case and requests how he or she wishes it to be dealt with.

The Department then makes the relevant documents available to the Board. The documents comprise:

- the Departmental Report;
- any comments or further evidence submitted by the applicant in response to the Departmental Report;
- any further evidence obtained by the Department as a result of the applicant's response; and
- the complete Department's files relating to the person upon whose service the application is based (the files are usually transferred from the Department to the Board only days before the hearing day).

The Commission can review its initial decision in the light of the applicant's comments, or any further evidence submitted by the applicant or obtained by the Department and may delay the transmission of the above documents to the Board while that review is conducted under Section 31 of the VEA.

2.F.2.8 Representation

The applicant may have a representative or advocate appear on his or her behalf. Persons with legal qualifications are prohibited from appearing before the VRB. However, there is nothing to prevent a person with legal qualifications preparing the case and the applicant or a representative arguing that case before the VRB.

2.F.2.9 Certificate of Readiness

In terms of readiness, the applicant is given the choice of:

- not being represented and the case is ready to be heard—the case will be listed at the next available sitting at the chosen location;
- not being represented but the case is not ready to be heard—the applicant is to present a Certificate of Readiness before the case can be listed; or
- being represented—the VRB will not list the case until the representative provides a Certificate of Readiness.

2.F.2.10 Medical Evidence

Applicants may be reimbursed for the cost of obtaining medical evidence in support of their application, subject to the following conditions:

- Payment is limited to a prescribed amount for each condition that is the subject of review. The current amount may be found in the Veterans' Entitlements Regulations 1986 at 8A paragraphs 170A (3) (a) and (b) of the Act;
- The medical evidence must be within the definition of 'relevant documentary medical evidence' and does not cover the cost of witnesses to personally attend the hearing;
- The evidence must be obtained after the date on which the applicant received notice of the decision that is the subject of review; and
- Applications must be in writing, on the approved form and lodged within three months from the date on which the relevant evidence is submitted to the Board.

Relevant documentary evidence' is defined as certificates, reports or other documents from:

- a medical practitioner; or
- a hospital or similar institution in which the applicant has received medical treatment

2.F.2.11 Operative Dates of Decisions of the Board

The Board is required to set a date from which its decision is to operate for all decisions except where it:

- affirms the decision under review (s. 156(1)(a));
- revokes a cancellation or suspension of a DCP (s. 156(1)(b));
- reduces the rate of a DCP (ss. 157(2)(b) and 157(3)(a));
- suspends payment of a DCP (ss. 157(2)(b) and 157(3)(b)); or e) cancels a DCP (s. 157(2)(b) and 157(3)(c)).

2.F.2.12 Operative Date for Grant of A DCP or Attendant Allowance

When the Board's review of a Commission decision results in the grant of a DCP or attendant allowance, it may determine that the grant has effect from a certain date. That date is dependent on the time elapsed between the applicant receiving the Commission decision and lodging the appeal against that decision.

If the applicant lodges the appeal within 3 months of receiving the Commission decision, the

Board is able to grant a DCP or attendant allowance from a date not earlier than the date the Commission could have designated.

If the applicant lodges the appeal more than 3 months after receiving the Commission decision, the Board can grant a DCP or attendant allowance from a date 6 months before the appeal was lodged, but not earlier.

Again, the Board may not designate a date earlier than the earliest date the Commission could have set. Under the VEA this means:

- for DCPs, not earlier than 3 months before the date on which the claim was received by the Department (s20(1)); and
- for attendant allowance:
  - in cases where application was made within 3 months of the decision accepting the relevant disease or injury as war-caused, the date of that decision; and
  - in any other case, from the first DCP payday after the date on which application for the allowance was received by the Department (s114(2)).

2.F.2.13 Operative Dates for Assessment

The operative date for assessment of incapacity or assessment of rate of Attendant Allowance is:

- Upon grant of claim for acceptance of war-caused or defence-caused injury or disease: Acceptance of an injury or disease as war-caused or defence-caused necessarily involves assessment of incapacity from the Commission (s. 139(4)). The date from which that assessment is to operate is the same as that for grant of a DCP (see above).
- Upon review of decision on application for increase in a DCP: Where the Board assesses a DCP upon review of a Commission decision on an application for increase in a DCP, the Board may set an operative date not earlier than the earliest date the Commission could have set (s. 157(2)(d)). The Commission, on consideration of an application for increase in a DCP, may approve payment of a DCP or increased DCP from and including the date on which the application was made (s. 21(2)).
- Upon review of a decision of the Commission made under section 31 of the VEA: Where the Board assesses a DCP upon review of a decision of the Commission made under s.31 of the VEA, the Board may set an operative date not earlier than the earliest date that the Commission could have set (s. 157(2)(d)).

2.F.2.14 Appeal to the Administrative Appeals Tribunal (AAT)

The applicant or Commission may apply to the Administrative Appeals Tribunal for a review of a VRB decision. Where application has been duly made, other than by the Commission, to the Administrative Appeals Tribunal for a review of:

- a decision of the Commission that has been affirmed by the Board; or
- a decision made by the Board in substitution for a decision of the Commission;

but the review has not been determined, the Commission may, in its discretion, review that decision under S31.

2.F.3 The Administrative Appeals Tribunal

Information concerning the Administrative Appeals Tribunal (AAT) can be found here.

2.F.3.1 Administrative Appeals Tribunal Overview

A dissatisfied client or commission may appeal to the Administrative Appeals Tribunal (AAT) against a decision of the Veterans' Review Board (VRB).

An application for review by the AAT should be in writing and lodged with any registry of the Tribunal, not with the Department. Applications for both entitlement and assessment reviews must be made within three months of receiving a decision by the VRB or the Repatriation Commission. The AAT can also accept an application made within 12 months, but this is not automatic. If a late application is accepted and successful, the maximum arrears payable may be less than would be the case if the application had been made within the three months limit.

Information about how applications to the AAT are made is available here.

CHAPTER 3
VETERANS' ENTITLEMENTS ACT 1986
INCOME SUPPORT BENEFITS

INTRODUCTION

The objectives of Income Support provided through DVA are:

- to compensate veterans and their dependants for the premature ageing and loss of earning power which could result from the intangible effects of qualifying service; and
- to allow veterans and their dependants to enjoy a standard of living which is at least equal to that provided by other Government income support programs and whenever practicable, consistent with the veterans' special standing in the community.

Income support benefits provided are:

- Service Pension,
- Partner Service Pension,
- Income Support Supplement (ISS), and
- associated allowances including Rent Assistance, Pension Supplement and Remote Area Allowance.

These income support payments are in addition to numerous health and fringe benefits.

These benefits are payable, subject to income and assets tests, to veterans and their dependants. In respect of income support, with the exception of the Veteran Payment, an eligible veteran is a person who has qualifying service. Additional criteria may apply depending upon the type of pension.

PART A - QUALIFYING SERVICE

3.A.1 Overview

Information about Qualifying Service can be found in the following DVA Web Pages.

Qualifying Service.

Claims for certain submarine special operations. This web page provides information to members and former members of the Australian Defence Force who served on certain submarine special operations between 1978 and 1992 on their entitlements under the Veterans' Entitlements Act 1986 (VEA). Between 1978 and 1992, a number of Royal Australian Navy submarines were fitted with specialised intelligence-gathering equipment and deployed regularly in areas to the north and west of Australia. As of 1 July 2010, service on certain submarine special operations is classified as operational and qualifying service under the VEA, extending entitlement to a variety of benefits under the Act.

3.A.1.1 What is Qualifying Service?

Qualifying service generally means that a veteran must have incurred danger from hostile enemy forces. Qualifying service covers service in various conflicts in which Australia has been involved. However, special requirements apply for specified areas during particular periods.

3.A.1.2 Qualifying Service for Service Pension

This Chapter reflects the Veterans' Entitlements Act 1986 and the Repatriation Commission's policy on qualifying service. Qualifying service is one of the criteria used to determine if a veteran is eligible for a Service Pension.

When the Service Pension was introduced, it was intended to compensate those veterans who actually served in a theatre of war, in recognition of the indefinable and intangible effects of such service. It recognises the dangerous conditions and deprivation that existed for those who served in operations against enemy forces.

Qualifying service is defined in section 7A of the VEA. Once a person's eligibility as a veteran has been established, it will be necessary to establish whether the person had qualifying service. The service requirements for the different types of veterans are detailed under the following headings:

- Veterans (including Australian mariners);
- Commonwealth veterans;
- Allied veterans; and
- Allied mariners.

The term 'veteran' refers to an 'Australian' veteran. The word 'Australian' is not used, because nationality is not an issue in relation to qualifying service.

3.A.2 Definition of a Veteran

The term veteran is defined in subsection 5C (1) of the VEA. The definition of a veteran is specific. A veteran is a person who:

- has eligible war service; or
- to whom a pension is payable in respect of injury or death resulting from an occurrence after 31 July 1962 as a result of action by hostile forces or warlike operations against hostile forces, outside Australia, as a member of the Australian Defence Force (ADF).

For Service Pension purposes this definition includes a Commonwealth veteran, an allied veteran and an allied mariner.

It includes a person who:

- had continuous full-time service during WWI or WWII; or
- was allotted for duty, or a member of a unit that was allotted for duty in an operational area; or
- has warlike or non-warlike service; or
- is a Commonwealth or Allied veteran who, as a member of the defence force of a Commonwealth or Allied country, rendered continuous full-time service during a period of hostilities; or
- is an eligible civilian; or
- was employed by the Commonwealth on a special mission outside Australia; or
- was an Australian mariner.

Commonwealth or allied veterans and mariners are eligible for Service Pension if they have qualifying service.

Note: Being a veteran alone does not confer eligibility for Age or Invalidity Service Pension. A person who is a veteran must also have qualifying service and then meet the age or invalidity eligibility criteria.

3.A.2.1 Australian Veterans

To have qualifying service, a veteran of either of the two world wars must have been engaged in operations against the enemy and incurred danger from hostile forces of the enemy.

Qualifying service for the period immediately after WWII, which is after 29 October 1945, requires that a person has been awarded certain bomb or mine clearance medals.

For conflicts after WWII, qualifying service requires that a person be allotted for duty in an operational area described in Schedule 2 of the VEA, during the prescribed period, and to have served in the area to which allotted.

Service declared 'warlike' service is also qualifying service.

Allotment is an administrative process handled by the Department of Defence, whereby specific units or individuals are allotted for duty. Warlike service is service determined to be warlike by the Minister for Defence. Both allotment and the determination of warlike service are formal processes. Any questions relating to these determinations should be addressed to the Department of Defence.

3.A.2.2 Commonwealth Veterans

A Commonwealth veteran is a person who has continuous full-time service as a member of:

- the naval, military or air forces;
- the nursing or auxiliary services of the naval, military or air forces; or
- the women's branch of the naval, military or air forces

of a country (other than Australia) that is, or was at the time of service, part of the British Commonwealth.

3.A.2.3 Allied Veterans

An allied veteran is a person:

- who has been appointed or enlisted as a member of the Defence force of an allied country; and
- who has continuous full-time service against hostile forces in the same area and during the same period as Australian forces engaged the enemy.

3.A.2.4 Verification

Several forms have been designed to assist decision makers to determine whether a client has rendered qualifying service. The forms ask all clients to give details of specific incidents where he or she incurred danger from hostile forces of the enemy. The forms are as follows:

D0506 - Qualifying Service Claim - Current or ex-Member of the ADF

D0506A - Qualifying Service Details - Supplementary form to D0506 for service by a member of the ADF during the Second World War

D0507 - Qualifying Service Claim - Commonwealth or Allied Veteran

D0507A - Qualifying Service Details - Supplementary form to D0507 for service with the Armed Forces of the Republic of Vietnam

D0507B - Qualifying Service Details - Supplementary form to D0507 for service in Yugoslavia during the Second World War

D0508 - Qualifying Service Claim - Australian or Allied Mariner during the Second World War

Where more detailed information is required, or if the person's service documents have been misplaced, the client may be asked to make a written statement detailing:

- full particulars of history of service;
- specific incidents where he or she incurred danger from hostile forces of the enemy, including places and dates;
- names and contact addresses of any witnesses who can verify his or her service record; and, if applicable,
- what documents were held (if any) and how they were lost.

3.A.2.5 Verification Where the Client is not the Veteran

An application for determining qualifying service can be lodged by a client other than the veteran. The client may be:

- A partner who reaches pension age before the veteran is eligible for a Service Pension. If the veteran's qualifying service has not been determined the veteran will give the client, as part of a claim package, a form D0507 - Qualifying Service Claim - Commonwealth or Allied Veteran for completion.
- If the veteran is unable to complete the form, the veteran's partner may apply for qualifying service to be determined by completing form D0502 - Qualifying Service Details - Partner/Widow(er) of Non-Pensioner Veteran or Mariner (Australian, Commonwealth or Allied).
- The widow(er) of a veteran who died when not in receipt of a Service Pension. If the veteran's qualifying service has not been determined the widow(er) may apply for qualifying service to be determined by completing form D0502 - Qualifying Service Details - Partner/Widow(er) of Non-Pensioner Veteran or Mariner (Australian, Commonwealth or Allied).

Where details of specific incidents are required to determine qualifying service, form D0506–D0508 can be used. If the veteran is deceased or unable to complete the appropriate form the partner or widow(er) can answer the questions in respect of the veteran. Normal verification requirements apply for determining qualifying service.

3.A.3 Incurred Danger

The accepted interpretation of the term 'incurred danger' is that made by the Full Federal Court in the case of Repatriation Commission v Walter Harold Thompson (G205 of 1988):

> The words 'incurred danger' provide an objective, not a subjective, test. A serviceman incurs danger when he encounters danger, is in danger or is endangered. He incurs danger from hostile forces when he is at risk or in peril of harm from hostile forces. A serviceman does not incur danger by merely perceiving or fearing that he may be in danger. The words 'incurred danger' do not encompass a situation where there is a mere liability to danger that is to say, that there is a mere risk of danger. Danger is not incurred unless the serviceman is exposed, at risk of, or in peril of harm or injury.

This means that decision makers have to make an objective assessment of the military realities of the person's circumstances and be reasonable satisfied that the veteran was exposed, at risk of, or in peril of harm or injury from hostile forces of the enemy. The person's perceptions or fears of danger are not relevant to the assessment.

3.A.4 Australian Veterans - Qualifying Service

In order for an Australian to render qualifying service, he or she must have satisfied one of the following criteria.

- Must have served in World War II, on operations against the enemy, and incurred danger from hostile forces of the enemy.
- Be a person who performed special missions for the Australian Commonwealth during World War II and incurred danger from hostile forces of the enemy.
- Be an eligible civilian (see 3.A.4.13).
- Have served in the post-war period (after 29 October 1945) and have received, or become eligible to receive, either the Naval General Service Medal or the General Service Medal (Army and Air Force) with Minesweeping or Bomb and Mine Clearance clasps.
- Have served outside Australia in an area described in Schedule 2 of the VEA during the specified period, as a member of a unit of the Defence Force that was allotted for duty, or as a person who was allotted for duty, in that area. These areas are listed below.

Korea	27 Jun 1950 – 19 Apr 1956
Malaya	29 Jun 1950 – 31 Aug 1957
Federation of Malaya and Singapore	1 Sep 1957 – 31 Jul 1960
Malay/Thai Border	1 Aug 1960 – 16 Aug 1964
Borneo	8 Dec 1962 – 16 Aug 1964
Malaysia, Singapore and Brunei	17 Aug 1964 – 30 Sep 1967
Vietnam	31 Jul 1962 – 11 Jan 1973
Namibia	18 Feb 1989 – 10 Apr 1990
Gulf	2 Aug 1990 – 9 Jun 1991
Cambodia	20 Oct 1991 – 7 Oct 1993
Yugoslavia	12 Jan 1992 – 24 Jan 1997
Somalia	20 Oct 1992 – 30 Nov 1994

- have rendered warlike service as a member of the Defence Force in the following areas:

Vietnam	12 Jan 1973 – 29 Apr 1975
North-East Thailand (incl. Ubon)	25 Jun 1965 – 31 Aug 1968
Rwanda (Operation Tamar)	25 Jul 1994 – 16 Jan 1996
Sierra Leone (Operation Husky)	15 Jan 2001 – 28 Feb - 2003
Lebanon (Operation Paladin)	12 Jul 2006 – 14 Aug 2006
Libya	31 Mar 2011 – 31 Oct 2011
Mali (Operation Orenda)	1 Apr 2020 - ongoing
East Timor	
Operation Tanager	20 Feb 2000 – 19 May 2002
Operation Faber	16 Sep 1999 – 23 Feb 2000
Operation Stabilise	16 Sep 1999 – 23 Feb 2000
Operation Warden	16 Sep 1999 – 10 Apr 2000
Operation Citadel	20 May 2002 – 17 Aug 2003
Operation Citadel	18 Aug 2003 – 17 Aug 2003
War on Terrorism	
Operation Slipper	11 Oct 2001 – 30 Jun 2014
Operation Palate	18 Apr 2003 – 5 Jul 2004
Operation Palate II	27 Jun 2005 – 10 Mar 2017
Operation Enduring Freedom	7 Oct 2001 – 31 Dec 2014
Operation Highroad	1 Jan 2015 – 8 Oct 2021
Operation Augury	28 Apr 2016 - ongoing
Iraq	
Operation Jural	30 Jun 1991 – 12 Jan 2003
Operation Provide Comfort	11 Aug 1991 – 15 Dec 1996
Operation Bolton	31 Aug 1992 – 12 Jan 2003
Operation Southern Watch	31 Aug 1992 – 12 Jan 2003
Operation Northern Watch	1 Jan 1997 – 12 Jan 2003
Operation Falconer	18 March 2003 – 22 July 2003
Operation Catalyst	16 July 2003 – 31 Jul 2009
Operation Riverbank	12 Jul 2008 – 14 Dec 2013
Operation Kruger	1 Jan 2009 – 9 Aug 2011
Operation Okra	9 Aug 2014 - ongoing
Operation Steadfast	10 Sep 2018 - ongoing

3.A.4.1 Australian, Commonwealth and Allied Veterans of the 1939–1945 War (World War II)

Information concerning qualifying service for Australian, Commonwealth and allied veterans involved in World War II can be found here. This webpage explains qualifying service for Australian, Commonwealth and allied veterans. An Australian, Commonwealth or allied veteran with qualifying service may be eligible for a Service Pension from DVA.

3.A.4.2 What is qualifying service?

Qualifying service is defined in the Veterans' Entitlements Act 1986 (VEA) and is one of the criteria used to determine eligibility for a Service Pension.

The table below shows qualifying service for World War 2 veterans.

Australian veteran	Service in the Australian Defence Force during the period: 3 September 1939 to 29 October 1945 (inclusive), in operations against the enemy, at a time when the person incurred danger from hostile forces of the enemy.
Commonwealth veteran	Service (as a member of the defence force established by a Commonwealth country) during the period 3 September 1939 to 29 October 1945 (inclusive) either: • in an area and at a time when a person incurred danger from hostile forces of the enemy outside the country in whose defence force they served; or • within the country of enlistment for which they received, or were eligible to receive, a campaign medal. *Note: - A Commonwealth country is a country (other than Australia) that is, or was at the time of service, part of the British Commonwealth.
Allied veteran	Service (as a member of the defence force established by an allied country) during the period 3 September 1939 to 29 October 1945 (inclusive) within or outside the country of enlistment when danger was incurred from hostile forces of the enemy.

3.A.4.3 Who is an allied veteran?

An allied veteran is a person:

- who has been appointed or enlisted as a member of the defence force of an allied country; and
- who has rendered continuous full-time service as such a member during a period of hostilities.

Eligibility is excluded if a person has ever served:

- in the forces of a country, or its allies, that was at war with Australia at that particular time; or
- in any forces that were engaged in hostile operations against Australia at that particular time.

3.A.4.4 What are the defence forces of allied countries?

The defence force established by an allied country or Government in exile includes:

- the regular naval, military or air forces; and

- the nursing or auxiliary services of the regular naval, military or air forces; and
- the women's branch of the regular naval, military or air forces.

3.A.4.5 What is incurred danger?

An Australian, Commonwealth or allied World War 2 veteran incurs danger when he or she is at risk or in peril of actual bodily harm from hostile forces. Danger is not incurred by merely perceiving or fearing danger. It is an objective test of facts.

3.A.4.6 Service outside Australia

For some purposes of the VEA, the war lasted from 3 September 1939 to 28 April 1952, the date on which the Treaty of Peace with Japan came into force. However, cease fire arrangements and the actual cessation of all hostilities varied between the European and Pacific theatres of war.

Qualifying service is based on actual hostilities. The dates that are accepted for the purpose of other types of service can differ from the formal dates of peace treaties and from the dates for operational service.

In Europe, some fighting ceased as early as 4 May after a local armistice and the formal surrender was signed, and most Germans had surrendered, by 7 May 1945. In isolated instances, surrenders took place up until 11 May 1945.

In the Indian/Pacific area, Japan ordered its military forces to surrender on 15 August 1945. The official Japanese surrender took place in Tokyo Bay on 2 September 1945 and local surrenders in the Pacific area continued to take place from then until 29 October 1945 in northern Borneo.

A veteran has qualifying service if he or she served outside of Australia in any of the following areas at the specified time (dates are inclusive).

The table below shows areas and times that automatically grant qualifying service:

Area	Service period
The European theatre	3 September 1939 to 8 May 1945
Indian/Pacific areas (other than Papua New Guinea and New Britain)	3 September 1939 to 15 August 1945
Papua New Guinea and New Britain	7 December 1941 to 15 August 1945
In an aircraft engaged in operations against hostile forces of the enemy or on reconnaissance or patrol duty over land occupied by hostile forces of the enemy.	

A veteran who served outside Australia between 3 September 1939 and 29 October 1945 (inclusive) but not in one of the places and at the time described above may still have qualifying service. He or she should apply to have their service examined for qualifying service and provide details of the danger they were in from hostile forces of the enemy before 29 October 1945.

3.A.4.7 Service within Australia — Service in the Northern Territory

A veteran may have qualifying service if he or she served as a member of the Australian Defence Force (ADF) for a continuous full-time period of at least 3 months in that part of the Northern Territory above 14 Degrees 30' South between 19 February 1942 and 12 November 1943 (both dates inclusive).

This covers service in and around Darwin during the Japanese air attacks. Any DVA office can provide further information on the towns and location that fall within the area

north of the 14 Degrees 30' South. These are listed at Annex B

If service in the upper Northern Territory was for a period less than three months, the veteran will have to detail how and when they faced danger from the enemy.

3.A.4.8 Service within Australia — Torres Strait Islands (including Horn and Thursday Islands)

A veteran may be regarded as having qualifying service if he or she:

- enlisted in Australia, at a place other than the Torres Strait Islands, and then served in the Torres Strait Islands, between 3 September 1939 and 16 September 1943;
- enlisted in the Torres Strait Islands and served outside the three-mile limit of the island of enlistment, between 3 September 1939 and 16 September 1943; or
- served only on the island of enlistment for a continuous period of three months or more, between 14 March 1942 and 19 June 1943.

3.A.4.9 Service within Australia — other locations

A veteran may have qualifying service if he or she served in other areas of Australia that were subject to enemy attack. For example, the veteran may have qualifying service if he or she served in Townsville or Newcastle at the time those cities were subjected to Japanese bombing raids. The veteran will need to provide a statement describing how they incurred danger from hostile forces of the enemy.

3.A.4.10 Service after 29 October 1945

A veteran has qualifying service after 29 October 1945 if, as a member of the ADF he or she was awarded, or has become eligible to be awarded, the Naval General Service Medal or the General Service Medal (Army and Royal Air Force) with one of the following medals or clasps:

- the Minesweeping 1945-51 Clasp
- the Bomb-Mine Clearance 1945-53 Clasp
- the Bomb and Mine Clearance 1945-49 Clasp
- the Bomb and Mine Clearance 1945-56 Clasp.

3.A.4.11 Persons regarded as Members of the Defence Force

In addition to people enlisted as members of the Defence Force, certain other groups of people may be regarded as performing continuous full-time service as if they were members of the Defence Force.

These groups include:

- philanthropic organisations, such as:
  - the Australian Red Cross Society
  - the Young Men's Christian Association
  - the Young Women's Christian Association
  - the Salvation Army
  - the Australian Comforts fund
- Commonwealth employees attached to the Australian forces, as members of:
  - the Australian Broadcasting Commission (personnel of field broadcasting units)

- the Department of Home Security (camofleurs attached to the RAAF)
- the Department of Information (official war correspondents and photographers)
- civil aviation personnel (RAAF reserve) who were employed in forward areas
- telegraphist employees of Amalgamated Wireless Australasia Ltd (AWA) who were attached to the Royal Australian Navy
- canteen staff employed by contractors on HMA Ships.

If a veteran was in one of these groups, her or she may provide a statement describing how they were in danger during their service.

3.A.4.12 Civilian on special missions

If, as a civilian, a person served outside Australia during World War 2 and performed special missions in aid of the Commonwealth war effort they may have rendered qualifying service. They will need to describe the special mission and the danger they experienced.

3.A.4.13 Civilian veterans - eligible civilians

Certain other civilians may also have qualifying service during World War 2. An eligible civilian is a civilian who in World War 2 was:

- detained or killed by the enemy; and
- a British subject (this includes Australian civilians); and
- a resident, but not an indigenous inhabitant, of the Territory of Papua or the Territory of New Guinea.

3.A.4.14 Policy Regarding Assumed Incurred Danger (Australian Veterans)

A veteran who served during World War II is regarded (without need for further investigation) as having incurred danger and thus qualifying service if the veteran served in one of the areas as detailed below.

Service Outside Australia

- The European theatre, between 3 September 1939 and 5 May 1945 (inclusive);
- in the Indian/Pacific areas (other than in Papua or New Guinea, including New Britain, before 7 December 1941), between 3 September 1939 and 15 August 1945;
- in Papua or New Guinea, including New Britain, between 7 December 1941 and 15 August 1945; or
- in an aircraft engaged in operations against hostile forces of the enemy or on reconnaissance or patrol duty over land occupied by hostile forces of the enemy.

Note:

Where a veteran's only service outside Australia was in the South-West Pacific area on or after 15 August 1945, or in the European-North African area, on or after 6 May 1945, full details of such service, including dates and method of travel to and from the area and details of the danger incurred by the person, should be obtained and submitted to a Delegate of the Repatriation Commission for decision.

Norfolk Island was not a 'theatre of war' at any time for Australian troops. However, troops from the mainland who travelled to Norfolk Island for service, and any locally enlisted personnel who may have served at sea more than three miles from the coast of the island, are regarded as having qualifying service.

In any other case where a veteran claims he or she incurred danger from hostile forces of the enemy during service outside Australia prior to 30 October 1945, details of the veteran's service, and of the danger incurred, should be submitted to Delegate of the Repatriation Commission for decision.

Determination of qualifying service. The Courts and Tribunals have indicated that any determination about qualifying service, including the so-called 'coastal waters policy' must be in accordance with the law. The law requires there to be danger to the person from the enemy while that person was involved in operations against the enemy.

Service within Australia—Service in Coastal Waters. Where a veteran served at sea between the following dates (which are inclusive), and in the Australian coastal waters shown below, the veteran may have qualifying service if the two-part requirement of the legislation is met. That is, the veteran incurred danger from hostile forces of the enemy while involved in operations against the enemy:

- between 3 September 1939 and 6 May 1944—south-west coast of Western Australia (Exmouth Gulf to Albany);
- between 3 September 1939 and 26 March 1945—south and south-east coast Australia (Albany to Sydney);
- between 3 September 1939 and 16 September 1943—east and north-east coast of Australia (Sydney to Thursday Island); or
- between 19 February 1942 and midnight on 12 November 1943—north and northwest coast of Australia (Exmouth Gulf to Thursday Island).

Service within Australia—Travel between Tasmania and the Mainland. In March 1940 the RAAF established a recruiting station in Hobart. RAAF and WAAF personnel who travelled across Bass Strait from Tasmania to Victoria usually went by sea. As a result of heavy security at the time, the names of the vessels were not usually recorded in the person's service documents. Therefore, unless otherwise indicated in the service documents, it can be assumed that these personnel travelled to the mainland by sea. Veterans, who travelled in this manner, during the period of hostilities associated with World War II, while not on leave, may have qualifying service if the two part requirement of the legislation is met. That is, the veteran incurred danger from hostile forces of the enemy while involved in operations against the enemy.

Prior to the establishment of the RAAF recruiting station in Hobart in March 1940, persons who applied for enlistment (or enrolment in the case of RAAF personnel) in Tasmania were required to take their oath of enlistment or enrolment elsewhere, usually Victoria. If a claim is received and the person was required to travel from Tasmania to the mainland to take their oath or enlistment, the case should be referred to DVA for a decision.

Service within Australia—Service in the Northern Territory. A veteran is considered to have rendered 'qualifying service' in accordance with subparagraph 7A(1)(a)(i) if he or she served:

- as a member of the Defence Force;
- on continuous full-time service for a continuous period of not less than 3 months in that part of the Northern Territory that is north of parallel 14 Degrees 30' South (including any of the islands adjoining the Northern Territory) during the period from and including 19 February 1942 to and including 12 November 1943. (see Annex B).

Note:

Between these dates there was no period exceeding three months between air raids by the Japanese. Qualifying Service is thus accepted in these circumstances without the need for further evidence of incurred danger.

If the period of service were less than three months the veteran would need to satisfy the Commission that he or she incurred danger for hostile forces of the enemy.

Service within Australia—Torres Strait Islands (including Horn Island). The Torres Strait and Horn Islands are located in the Torres Strait between Cape York, Queensland and Papua. Thursday Island is one of the Torres Strait Islands. Where a veteran had the following service (dates inclusive), the veteran may have qualifying service if the two-part requirement of the legislation is met. That is, the veteran incurred danger from hostile forces of the enemy while involved in operations against the enemy:

- enlisted in Australia at a place other than the Torres Strait Islands between 3 September 1939 and 16 September 1943; or
- served outside the three-mile limit of the island of enlistment between 3 September 1939 and 16 September 1943; or
- served only on the island of enlistment between 14 March 1942 and 18 June 1943.

Service within Australia—Rottnest Island. Rottnest Island is located off the Perth coastline of Western Australia. A veteran who served on Rottnest Island between September 1939 and 6 May 1944 inclusive, may be regarded as having qualifying service, if the two-part requirement of the legislation is met. That is, the veteran incurred danger from hostile forces of the enemy while involved in operations against the enemy.

Qualifying Service while on Leave. A veteran, who visited or travelled through an area that normally concedes qualifying service, while on leave, may not have rendered qualifying service. However if, while proceeding on leave, the veteran travelled through an area and was officially on duty (e.g. on submarine watch), the veteran may be regarded as rendering qualifying service. This service can be confirmed by the veteran's service records indicating his or her mode of travel to and from leave.

Other Cases Involving Qualifying Service in or Around Australia. In any other case, where a veteran claims he or she incurred danger from hostile forces of the enemy in respect of service within Australia, including islands adjacent to Australia, full details of the veteran's service and of the danger incurred should be referred to a Delegate of the Repatriation Commission to determine whether the veteran rendered qualifying service. Such cases will include service:

- in the north-west or north-east of Australia (e.g. Broome and Townsville), only in the area of, and during, enemy air attacks;
- in the Northern Territory north of parallel 14 Degrees 30' South for a period of less than three consecutive months between 19 February 1942 and 12 November 1943 (inclusive).

Service in the Northern Territory—Less Than 3 Consecutive Months Service. A veteran who served north of parallel 14 Degrees 30' South for:

- a period of less than 3 months; or
- broken periods totalling more than 3 months without a single continuous period of service in excess of 3 months

must satisfy the Commission that he or she incurred danger from hostile forces of the enemy.

EXAMPLE: A veteran based at Alice Springs (South of 14 degrees 3 minutes south latitude), between March 1942 and August 1943 was required to drive supplies by truck between Alice Springs and Darwin twice a week for the period of his posting. This veteran would need to demonstrate that he or she incurred danger from hostile forces, as his or her period of service, although in excess of 12 months between February 1942 and November 1943, was split between daily periods spent north and south of parallel 14 Degrees 30' South latitude.

Refer to: Annex B - Locations in Relation to 14 Degrees 30' South.

Refer to: Annex C - Enemy Raids on Australia for information regarding Japanese air raids on Darwin.

3.A.4.15 Australian Mariners – Qualifying Service

Eligibility Provisions. Qualifying service for an Australian mariner is determined under VEA paragraph 7A(1)(g). Australian mariners may have rendered qualifying service if:

- they served during World War II at some time between 3 September 1939 and 29 October 1945 inclusive; and
- they were in a specific category of employment; and
- they incurred danger from hostile forces of the enemy.

In addition, they must have served in one of the following classes of ships:

- an Australian registered ship engaged in trading between a port in a State or Territory and any other port;
- a ship registered outside Australia, but the mariner or his dependents must have resided in Australia for 12 months prior to commencing service on that ship;
- a lighthouse tender of pilot ship;
- a hospital ship, troop transport, supply ship, tug, cable ship, salvage ship, dredge, fishing vessel or fisheries investigation vessel which was owned in Australia and operated from an Australian port; or
- a ship registered in New Zealand, but the mariner must have been engaged in Australia and not be eligible for compensation for war-caused incapacity under a law of a Commonwealth country.

Pilots employed or licensed in Australia and members or employees of the Commonwealth Salvage Board engaged in sea-going service may also be eligible.

Evidence of Qualifying Service. When a claim is received from an Australian mariner for a Service Pension, it is expected that the person will provide any available documentary evidence of that service in his possession. Some mariners may possess a record of their service that could assist in establishing identity and eligibility. The types of documents that could be produced by mariners may include:

- Transition Certificates;

- Certificate of Qualifications;
- Accounts of Wages; and
- Certificate of Service.

You can obtain copies of these from the Department of Transport, Infrastructure, Regional Development, Communications and the Arts.

Statement of Service. At the time of claiming a Service Pension, the mariner will be asked to make a statement including, as much detail of his or her war service as the person is able to provide. Form D508 (Qualifying Service Details Australian, Commonwealth or Allied Mariner) has been designed for this purpose. This form is also used to assist decision makers to determine whether a mariner incurred danger from hostile forces of the enemy.

3.A.4.16 Australian Veterans of the Korean War (1950–1956)

Qualifying service for an Australian veteran who served in Korea is determined under subparagraph 7A(1)(a)(iii). A person must have been allotted for duty to and served in Korea or waters within 185km of Korea between 27 June 1950 and 19 April 1956 inclusive (Item 1 of Schedule 2).

3.A.4.17 Australian Veterans of the Malayan Emergency and Indonesian Confrontation (1950–1967)

Qualifying service for an Australian veteran who served in Malaya is determined under subparagraph 7A(1)(a)(iii) in respect of service in the area of Malaya, Malaysia, Borneo and the territory of Singapore, as described in Items 2, 3, 3A, 3B, 5, 6 and 7 of Schedule 2 of the VEA.

- Item 2 of Schedule 2 relates to service from and including 29 June 1950 to and including 31 August 1957 in the area of Malaya, including the waters surrounding the coast of Malaya for a distance of 18.5km seaward from the coast.
- Item 3 of Schedule 2 relates to service from and including 1 September 1957 to and including 31 July 1960 in the area comprising the territories of the Federation of Malaya and the Colony of Singapore.
- Item 3A of Schedule 2 relates to service from and including 31 May 1962 to and including 27 July 1962 in Ubon in Thailand.
- Item 3B of Schedule 3 relates to service from and including 25 June 1965 to and including 31 August 1968 in North East Thailand (including Ubon).
- Item 5 of Schedule 2 relates to service from and including 1 August 1960 to and including 16 August 1964 along the Malay/Thai border. The relevant parts of the Federation of Malaya are described in detail in the Schedule.
- Item 6 of Schedule 2 relates to service in Borneo from and including 8 December 1962 to and including 16 August 1964. The relevant parts of Borneo are described in detail in the Schedule.
- Item 7 of Schedule 2 relates to service from and including 17 August 1964 to and including 14 September 1966 in the areas of Malaysia, Brunei and Singapore and the waters adjacent to those countries.

3.A.4.18 Australian Veterans of the Vietnam War (1962–1975)

Qualifying service for an Australian veteran who served in Vietnam is determined under subparagraph 7A(1)(a)(iii) in respect of a person who served in an area described in Items 4 or 8 of Schedule 2 during the period from 31 July 1962 to 11 January 1973 inclusive. Item 4 of Schedule 2 relates to service in Vietnam (Southern Zone) from 31 July 1962 to 11 January

1973 inclusive. Item 8 of Schedule 2 relates to service in the coastal waters of Vietnam and for a distance of 161km from the shore of Vietnam.

Service in Vietnam during the period 12 January 1973 to 29 April 1975 inclusive has been determined by the Minister for Defence Industry, Science and Personnel, in an Instrument dated 23 December 1997, to be 'warlike service' and is equivalent to 'qualifying service' with eligibility for a Service Pension.

3.A.4.19 Australian Veterans – Namibia

Qualifying service for an Australian veteran who served in Namibia is determined under subparagraph 7A(1)(a)(iii) in respect of service between 18 February 1989 and 10 April 1990 inclusive in the area described in Item 9 of Schedule 2.

3.A.4.20 Australian Veterans – Gulf War

Qualifying service for an Australian veteran who served in the Gulf War is determined under subparagraph 7A(1)(a)(iii) in respect of a person who served in an area described in Items 10 or 11 of Schedule 2. Item 10 of Schedule 2 relates to service in the Persian Gulf, excluding Iraq and Kuwait, from 2 August 1990 to 9 June 1991 inclusive. Item 11 of Schedule 2 relates to service in the area comprising Iraq and Kuwait from 23 February 1991 to 9 June 1991.

3.A.4.21 Australian Veterans – Cambodia

Qualifying service for an Australian veteran who served in the area comprising Cambodia is determined under subparagraph 7A(1)(a)(iii) in respect of a person who served in an area described in Item 12 of Schedule 2 during the period 20 October 1991 to 7 October 1993 inclusive. Item 12 of Schedule 2 relates to service in the area comprising Cambodia and the areas in Laos and Thailand that are not more than 50 kilometres from the border with Cambodia.

3.A.4.22 Australian Veterans – Former Yugoslavia

Qualifying service for an Australian veteran who served in the area comprising the former Yugoslavia is determined under subparagraph 7A(1)(a)(iii) in respect of a person who served in an area described in Item 13 of Schedule 2 from 12 January 1992. Item 13 of Schedule 2 relates to service in the area comprising the former Yugoslavia.

3.A.4.23 Australian Veterans – Somalia

Qualifying service for Somalia is determined under subparagraph 7A(1)(a)(iii) in respect of a person who served in an area described in Item 14 of Schedule 2 from 20 October 1992 to 30 November 1994 inclusive. Item 14 of Schedule 2 relates to service in the area comprising Somalia.

3.A.4.24 Australian Veterans – Gulf War II

Qualifying service for Iraq is determined under subparagraph 7A(1)(a)(iv) in respect of a person who has rendered warlike service in one or more of the following operations.

Operation Bolton. The area of operations comprising Iraq during the period 31 August 1992 to 12 January 2003; or

Operation Catalyst. In the specified area comprising the total land areas, territorial waters, internal waterways and superjacent airspace boundaries of Iraq, Kuwait, Bahrain, Qatar, United Arab Emirates, Saudi Arabia north of 23 degrees North latitude, the Persian Gulf and the Straits of Hormuz from 16 July 2003 to 31 July 2009.

Operation Falconer. In the specified area bounded by the following geographical coordinates during the period 18 March 2003 to 22 July 2003:

38^0 00`N $68^0$ 00`E

38^0 00`N $32^0$ 00`E

10^0 00`N $32^0$ 00`E

10^0 00`N $68^0$ 00`E

Operation Jural. The area of operations comprising Iraq during the period 30 June 1991 to 12 January 2003.

Operation Northern Watch. The area of operations comprising Iraq during the period 1 January 1997 to 12 January 2003.

Operation Provide Comfort. The area of operations comprising Iraq during the period 11 August 1991 to 15 December 1996.

Operation Slipper. In the following specified areas from 11 October 2001 to 30 July 2009:

Bounded by the following geographical coordinates:

48^0 00`N $81^0$ 00`E

48^0 00`N $35^0$ 00`E

12^0 00`N $35^0$ 00`E

12^0 00`N $81^0$ 00`E

The Diego Garcia land mass and territorial waters, plus airspace of Diego Garcia out to 250nm radius (from Reference Point 07 18.6S 072 24.6E)

In the following specified areas from 31 July 2009 to 19 February 2012:

39^0 00`N $78^0$ 00`E

39^0 00`N $32^0$ 00`E

05^0 00`N $32^0$ 00`E

05^0 00`N $78^0$ 00`E

In the following specified areas from 20 February 2012 to 30 June 2014:

390 00`N 320 00`E

390 00`N 780 00`E

230 00`N 780 00`E

2350 00`N 680 00`E

110 00`N 680 00`E

110 00`N 380 00`E

170 00`N 380 00`E

170 00`N 320 00`E

In the area bounded by the land mass and superjacent airspace of Afghanistan from 1 July 2014 to 31 December 2014

Operation Southern Watch. The area of operations comprising Iraq during the period 31 August 1992 to 12 January 2003.

Operation Riverbank. The area of operations comprising Iraq during the period 21 July 2008 to 14 December 2013.

Operation Kruger. The area of operations comprising Iraq during the period 1 January 2009 to 9 August 2011.

Operation Okra. In the area bounded by:

- the land area and superjacent airspace of Iraq from 9 August 2014 to 8 September 2015.

- the land area, territorial waters and superjacent airspace of Iraq and Syria on or after 9 September 2015.

Operation Augury. The area of operations comprising the land territory and superjacent airspace of Iraq and Syria on or after 1 December

3.A.4.25 Australian Veterans – East Timor

Qualifying service for East Timor is determined under subparagraph 7A(1)(a)(iv) in respect of a person who has rendered warlike service in one or more of the following operations.

Operation Warden. The area of operations comprising East Timor and the sea area that on 16 September 1999 was the territorial sea of Indonesia adjacent to East Timor during the period 16 September 1999 to 10 April 2000.

Operation Tanager. The area of operations comprising East Timor and the territorial sea of East Timor during the period 20 February 2000 to 19 May 2002.

Operation Stabilise. The area of operations comprising East Timor and the sea area that on 16 September 1999 was the territorial sea of Indonesia adjacent to East Timor during the period 16 September 1999 to 23 February 2000.

Operation Faber. The area of operations comprising East Timor and the sea area that on 16 September 1999 was the territorial sea of Indonesia adjacent to East Timor during the period 16 September 1999 to 23 February 2000.

Operation Citadel. The area of operations comprising East Timor and the territorial sea of East Timor during the period 20 May 2002 to 17 August 2003.

3.A.4.26 Australian Veterans – Afghanistan

Qualifying service for Afghanistan is determined under subparagraph 7A(1)(a)(iv) in respect of a person who has rendered warlike service in one or more of the following operations:

Operation Palate. The area of operations comprising Afghanistan during the period 18 April 2003 to 30 June 2004.

Operation Palate II. The area of operations comprising Afghanistan, including Afghanistan's land territory, internal waters and superjacent airspace during the period 27 June 2005 to 10 March 2017.

Operation Highroad. The area of operations comprising Afghanistan, including Afghanistan's land territory, internal waters and superjacent airspace on or after 1 January 2015.

3.A.4.27 Non-Qualifying Service Areas

The following service is classified as 'operational service' but does not have eligibility for a Service Pension:

- service in Japan 28 April 1952 to 19 April 1956;
- ADF personnel who served in Singapore only, in support of the Malayan Emergency operations over the period 29 June 1950 to 31 August 1957 inclusive;
- service in the demilitarised zone between North and South Korea from 19 April 1956;
- service in Singapore and the Federation of Malaya from and including 1 August 1960 to and including 27 May 1963;
- RAAF service at Ubon Air Base in Thailand during the period 31 May 1962 to 24 June 1965 inclusive; ADF personnel who were deployed to north-eastern

Thailand over the period 31 May 1962 to 24 June 1965 inclusive, primarily engaged on duties associated with Australia's commitment to SEATO;

- the visit of HMA Ships Vampire and Quickmatch to Vietnam in January 1962.

3.A.5 Commonwealth Veterans – Qualifying Service

Information concerning qualifying service for Commonwealth Veterans can be found at the here.

3.A.5.1 Eligibility Provisions

Qualifying service for a Commonwealth veteran is determined under paragraph 7A(1)(b) of the VEA. A Commonwealth veteran has rendered qualifying service under paragraph 7A(1) if, during a period of hostilities, he or she has, as a member of the defence force established by a Commonwealth country, rendered in connection with war or war-like operations in which Australian Defence Forces were engaged:

- service during a period of hostilities in an area and at a time when the veteran incurred danger from hostile forces of the enemy outside the country in whose defence force the veteran served; or
- service within that country for which the veteran received, or were eligible to receive, a campaign medal.

In each case the Naval, Military or Air Forces of Australia must have been engaged in those operations.

3.A.5.2 Periods of Eligibility

As defined in paragraph 7A(1)(b) of the VEA, service needs to be during a period of hostilities. 'Period of hostilities' is defined in subsection 5B(1) of the VEA as:

- World War I - 4 August 1914 to 11 November 1918 (both included);
- World War II - 3 September 1939 to 29 October 1945 (both included);
- the period of hostilities in respect of Korea from 27 June 1950 to 19 April1956 (both included);
- the period of hostilities in respect of Malaya from 29 June 1950 to 31 August 1957 (both included); or
- the periods of hostilities in respect of war-like operations in operational areas (see Schedule 2 of the VEA) from 31 July 1962 to 11 January 1973 (both included). Operational areas cover Malaya, Singapore, Borneo, Malaysia and Vietnam.

3.A.5.3 Campaign Medals

Commonwealth veterans who served within their country of enlistment must have been awarded, or become eligible to be awarded, a campaign medal. Subsection 7A(2) lists the following campaign medals in relation to service during the period of World War II from its commencement to and including 29 October 1945:

- 1939–45 Star;
- Atlantic Star;
- Air Crew Europe Star;
- Africa Star;
- Pacific Star;
- Burma Star;

- Italy Star; and
- France and Germany Star; or
- any other medal declared by the regulations to be a campaign medal in relation to service during that period.

3.A.5.4 Conflicts in Which Australian Forces Were Engaged

Commonwealth veterans can only render qualifying service for the purposes of paragraph 7A(1)(b) in during a period of hostilities in conflicts in which Australian forces were engaged. Australian forces were engaged in the following conflicts covered by a period of hostilities:

Conflict	Dates
World War I	4 Aug 1914 – 11 Nov 1918
World War II	3 Sep 1939 – 29 Oct 1945
Korea	27 Jun 1950 – 19 Apr 1956
Malaya	29 Jun 1950 – 31 Aug 1957
Malay/Thai Border	3 Jul 1962 – 16 Aug 1964
Borneo	8 Dec 1962 – 16 Aug 1964
Malaysia, Singapore and Brunei	17 Aug 1964 – 14 Sep 1966
Vietnam	31 Jul 1962 – 11 Jan 1973

After Vietnam there were no further wars, conflicts or engagements where Qualifying Service is relevant to Allied or Commonwealth forces.

EXAMPLE: A British ex-serviceman who only fought at the Suez in the 1960s could not have rendered Qualifying Service as no Australian Forces were engaged in that conflict.

3.A.5.5 Evidence of Qualifying Service

General. When a claim is received from a Commonwealth veteran for a Service Pension, it is expected that the person will provide any available documentary evidence of that service in his or her possession. Most Commonwealth veterans will have some documentary evidence and these records may be useful in assisting decision makers determine the veteran's qualifying service.

- Danger test outside country of enlistment.
- Medal within country of enlistment.

Statement of Service. At the time of claiming a Service Pension, the veteran will be asked to make a statement that includes full details of his or her war service. Form D0507 Qualifying Service Claim - Commonwealth or Allied Veteran has been designed for this purpose. This form is also used to assist decision makers to determine whether a Commonwealth veteran incurred danger from hostile forces of the enemy.

Obtaining Service Records. Commonwealth veterans can confirm records of their service details by contacting the relevant authority in their country of service. Former members of the British Forces and Polish Forces under British command and the Polish Resettlement Corps can obtain up to date addresses here.

3.A.6 Allied Veterans – Qualifying Service

Information concerning qualifying service for Allied Veterans can be found here.

3.A.6.1 Eligibility Provisions

Qualifying service for an allied veteran is determined under paragraph 7A(1)(c). To have

rendered qualifying service in accordance with paragraph 7A(1)(c), an allied veteran must have served:

- during a period of hostilities;
- have been a member of the Defence Force established by an allied country; and
- rendered in connection with a war or war-like operation, in which the Defence Forces of Australia were engaged, service in an area within or outside the country in which the person enlisted in those forces, being service in respect of which the person incurred danger from hostile forces of the enemy.

An Allied veteran must not have served in:

- enemy or enemy allied forces of Australia; or
- forces that assisted an enemy of Australia and her allies.

It is vital that a client for a Service Pension was a member of a defence force established by an allied country as defined in the VEA. The term defence force established by an allied country is defined in paragraph 5(C)(1)(b).

3.A.6.2 Periods of Eligibility

Service needs to be during a period of hostilities [s. 7A(1)(c) as defined in subsection 5B(1)]. The periods of hostilities are for the same areas and times that Australian Defence Forces were engaged.

- World War I - 4 August 1914 to 11 November 1918 (both included);
- World War II - 3 September 1939 to 29 October 1945 (both included);
- the period of hostilities in respect of Korea from 27 June 1950 to 19 April 1956 (both included);
- the period of hostilities in respect of Malaya from 29 June 1950 to 31 August 1957 (both included); or
- the periods of hostilities in respect of war-like operations in operational areas (see Schedule 2 of the VEA) from 31 July 1962 to 11 January 1973 (both included). Operational areas cover Malaya, Singapore, Borneo, Malaysia and Vietnam.

Allied veterans can only render qualifying service for the purposes of paragraph 7A(1)(b) in during a period of hostilities in conflicts in which Australian forces were engaged. Australian forces were engaged in the following conflicts covered by a period of hostilities:

Conflict	**Dates**
World War I	4 Aug 1914 – 11 Nov 1918
World War II	3 Sep 1939 – 29 Oct 1945
Korea	27 Jun 1950 – 19 Apr 1956
Malaya	29 Jun 1950 – 31 Aug 1957
Malay/Thai Border	3 Jul 1962 – 16 Aug 1964
Borneo	8 Dec 1962 – 16 Aug 1964
Malaysia, Singapore and Brunei	17 Aug 1964 – 14 Sep 1966
Vietnam	31 Jul 1962 – 11 Jan 1973

After Vietnam there were no further wars, conflicts or engagements where Qualifying Service is relevant to Allied or Commonwealth forces.

3.A.6.3 Evidence of Qualifying Service

When a claim is received from an Allied veteran for a Service Pension, it is expected that the person will provide any available documentary evidence of that service in his or her possession. Allied veterans may hold sufficient records of their service to establish eligibility as a veteran. When an inquiry is received about eligibility for a Service Pension as an Allied veteran, the person should be advised that it would be necessary to establish eligibility and qualifying service. Documentary evidence may be in the form of transition certificates, pay books, campaign medals or stars, citations, statutory declarations etc.

3.A.6.4 Statement of Service

At the time of claiming a Service Pension, the veteran should be asked to make a statement that includes full details of his or her war service. Form D0507 Qualifying Service Claim - Commonwealth or Allied Veteran has been designed for this purpose. This form is also used to assist decision makers to determine whether an Allied veteran incurred danger from hostile forces of the enemy.

3.A.6.5 Declaration by Veteran

Where an Allied veteran states that he or she has no service documentation available or that service documents have been misplaced, a statutory declaration will be taken from that veteran which includes:

- full particulars and history of service;
- names and contact addresses of any witnesses who can corroborate the service record;
- what documents (if any) were held and how they were lost; and
- details of the danger incurred by the person from hostile forces of the enemy.

If there is doubt in regard to a claim, corroborative evidence either by declarations or records of service from colleagues may be sought to compare the veteran's history with known facts.

3.A.7 Allied Mariner - Qualifying Service

3.A.7.1 Eligibility Provisions

Qualifying service for an allied mariner is determined under paragraph 7A(1)(h). Allied mariners may have rendered qualifying service if:

- detained by enemy; or
- was in an area service in which would, if the person had been a member of the Defence Force, have entitled the person to the award of a campaign medal and incurred, while he or she was in that area, danger from hostile forces of the enemy.

The ship on which the allied mariner served must have been:

- operating from a port in either Australia, an allied country or a Commonwealth country; or
- engaged in trading with Australia, an allied country or a Commonwealth country; or

- engaged in providing assistance or support (either supplying food, munitions, clothing, transporting personnel or coal, oil etc.) to Australian, allied or Commonwealth forces; or
- engaged in providing some sort of assistance or support (either supplying food, munitions, clothing, transporting personnel or coal, oil etc.) to Australia or an allied country or Commonwealth country.

3.A.7.2 Employment by Enemy Country

Even though a mariner was not actively fighting the Australian forces, if a foreign country that was at war with Australia employed him, he is not an allied mariner.

3.A.7.3 Employment on Ships Supporting the Enemy

Employment on a ship that:

- operated to or from a port in an enemy country; or
- was engaged in trading with an enemy country; or
- was providing assistance or support to an enemy country;

disqualifies a mariner from allied mariner status.

3.A.7.4 Detention by the Enemy

If the enemy detained an allied mariner, he will have rendered qualifying service. This detention requires more than being held up for a period of hours. It requires the mariner to be physically detained so that his movements are restricted, and he is under guard.

3.A.7.5 Campaign Medals

Service in certain areas, as well as incurring danger from hostile forces of the enemy, means that an allied mariner has rendered qualifying service. These areas are those which, if the mariner had been a member of the defence force, would have entitled that mariner to the award of a campaign medal.

3.A.7.6 Evidence of Qualifying Service

Allied mariners are likely to produce similar types of documents to those held by Australian mariners. Documents possessed or obtainable by mariners of the United Kingdom are quite comprehensive. Allied mariners of Scandinavian countries and the United States should possess, or be able to obtain, adequate records of service.

3.A.7.7 Statement of Service

At the time of claiming a Service Pension, a mariner should be asked to make a statement that includes, as much detail of his or her war service as the person is able to provide. Form D0508 Qualifying Service Claim - Australian or Allied Mariner during the Second World War has been designed for this purpose. This form is also used to verify whether an allied mariner incurred danger from hostile forces of the enemy.

3.A.8 Residency

Information concerning residency for application for a Service Pension can be found here.

A person must be resident and physically present in Australia in order to be eligible to lodge an application for a Service Pension or ISS. An additional requirement to have been an Australian resident for a continuous period of ten years applies to Commonwealth and Allied veterans and Allied mariners. However, if such a person is a refugee, former refugee (refugees must have proven refugee status and acceptable qualifying service), or became permanently incapacitated while an Australian resident, the ten-year requirement does not apply. A person not residing in Australia, who is already in receipt of certain types of payments, may be eligible to transfer to an Income Support Supplement (ISS) or a Service

Pension.

3.A.9 Relationship Status

Information concerning relationship status for application for a Service Pension can be found here.

Relationship status refers to whether a veteran is single or partnered (married or living in a de facto relationship). A veteran's income support entitlement and rate of payment may differ depending on the veteran's relationship status.

3.A.9.1 Importance of Relationship Status

A veteran's relationship status affects the rate of a Service Pension or Income Support Supplement (ISS) the veteran receives. There are two rates of Service Pension - the singles' rate and the couples' rate. The rate paid for each member of a couple is less than the rate paid to a single person because couples can share some household costs.

Whether a veteran is single or partnered also affects how the income support pension is calculated under the income and assets test. Eligibility for a partner Service Pension as the partner, widow, or widower of a veteran is also affected by their relationship status.

Refer to the web page for definitions and explanations of single, partnered and de facto relationships.

3.A.9.2 Widow

A widow is a woman who was:

- the partner of a person immediately before the person died; or
- legally married to the man but living apart from him on a permanent basis prior to his death. [s. 5E(1)].

3.A.9.2 Widower

A widower is a man who was:

- the partner of a person immediately before the person died; or
- legally married to the woman but living apart from her on a permanent basis prior to her death. [s. 5E(1)].

3.A.9.3 Illness-Separated Couple

Each member of a couple may be paid an income support pension as a member of an illness-separated couple if:

- the couple is unable, due to the illness or infirmity of either or both of them, to live together in their home; and
- the inability is likely to continue indefinitely; and
- the Commission is satisfied their living expenses are, or are likely to be, greater than they otherwise would be.

If both members of a couple receive a Service Pension and are an illness-separated couple, they are each eligible to receive pension at the higher single rate. Where an ISS recipient is a member of an illness separated couple the 'member of an illness separated couple' rate would be used in their rate calculation, but the ISS ceiling rate would still apply.

3.A.9.4 Non-Illness Separated Couples

Service Pension. The partner of a veteran receives a Partner Service Pension only as a result of his or her relationship with that veteran. Any temporary absence of either person will not affect eligibility [s. 5E(3)(a)]. If a married couple claim to be separated they must establish that they are living separately and apart permanently, and there has been an

estrangement or breakdown in their marriage. If separation is established, both the veteran and the non-illness separated spouse are entitled to the single rate of pension. Eligibility as a former partner will cease after a 12-month period starting from the date of separation unless:

- the non-illness separated spouse is age pension age at the end of the 12 month period; or
- special domestic circumstances apply.

The non-illness separated spouse will lose eligibility for a Partner Service Pension if:

- the veteran loses eligibility for the Age Service Pension or the Invalidity Service Pension; or
- the spouse remarries following death of the veteran or divorce from the veteran; or
- the spouse commences to live in a de facto relationship with someone else; or
- the marriage between the veteran and spouse is ended by divorce.

In the case of a couple where the veteran and the de facto partner both receive a Service Pension, the partnered rate of pension is paid to both members of the couple only while they are living together in a de facto relationship. If they separate permanently for reasons other than that of illness or infirmity, the former de facto partner of the veteran immediately loses his or her eligibility for the Partner Service Pension, and the veteran's pension is recalculated at the single rate.

Income Support Supplement. If the couple separate for reasons other than that of illness or infirmity (i.e. they become a non-illness separated couple), or divorce, the ISS is calculated by using the 'not a member of a couple' assessment under the income or asset tests, and the ceiling rate rule will continue to apply.

PART B – BENEFITS AVAILABLE

3.B.1 Service Pension

Information about Service Pensions can be found here.

3.B.1.1 Overview

Service Pensions are income support payments intended to provide a regular income for people with limited means and are broadly equivalent to the age and disability support pensions. Although similar, a Service Pension has certain advantages over the equivalent government pension. These include:

- A Service Pension is payable at age 60, earlier than the eligibility age for Age Pension1;
- DCP and similar war compensation payments are disregarded in calculating the basic rate of Service Pension; and
- Some Australian veterans in receipt of a Service Pension have a greater health care entitlement.

A Service Pension is payable to eligible veterans, their partners, and widows and widowers. For Service Pension purposes, a veteran is a person who has qualifying service. Eligible veterans include:

- Australian veterans,
- Commonwealth veterans
- Allied veterans,
- Australian Mariners,
- Allied Mariners, and
- Members, former members and declared members covered by MRCA.

To be eligible for a Service Pension, a person must:

- be a veteran; and
- have rendered qualifying service; and
- meet the residency requirements; and
- be of Service Pension age; or
- be permanently blind or permanently unable to work.

A Service Pension may not be payable because of income or assets testing, even if a person is otherwise eligible.

There are three different forms of Service Pension, as follows:

- Age Service Pension, which is payable to veterans over pension age;
- Invalidity Service Pension, which is payable to veterans who are under pension age but are permanently incapacitated for work; and
- Partner Service Pension, which is payable to the partner of a veteran.

3.B.1.2 Age Service Pension

Information concerning the Age Service Pension can be found here.

[1] On 1 July 2017, the qualifying age increased to 65 and 6 months, and it will continue to increase by 6 months every two years until 1 July 2023 when the qualifying age will be 67.

Eligibility for the Age Service Pension is contained in s36 of the VEA. To be eligible for an Age Service Pension, an individual must be a veteran with qualifying service and be 60 years old. An Age Service Pension is therefore granted earlier than the age pension paid by Services Australia.

Information concerning the Age Service Pension can be found here.

3.B.1.3 Invalidity Service Pension

Veterans with qualifying service may be eligible for an Invalidity Service Pension if they are permanently incapacitated for work.

Veterans are automatically accepted as permanently incapacitated for work if they:

- are permanently blind in both eyes; or
- are in receipt of[2] or eligible for the Special Rate of DCP (T&PI) under the VEA or the Special Rate Disability Pension (SRDP) under the MRCA.

If a veteran does not meet any of the conditions for automatic acceptance, they need to have a disability or disabilities (this can include a non-service-related disability), which permanently prevents them from working. This means that:

- the veteran has a disability (or disabilities) that results in a combined impairment rating of 40 points or more using the Guide to the Assessment of Rates of Veterans' Pensions (GARP); and
- the disability (or disabilities) is permanent; and
- the incapacity from the disability (or disabilities) alone permanently prevents the veteran from working for periods adding up to more than 8 hours per week.

Where it is obvious from available medical evidence that the veteran's disability (or disabilities) alone permanently prevents them from working, their claim for permanent incapacity may be decided without the need for further medical assessment.

3.B.1.4 Partner Service Pension

Information concerning the Partner Service Pension can be found here.

A Service Pension provides a regular income for people with limited means and is subject to the income and assets test. A Partner Service Pension is the payment made to eligible partners, former partners and widows/widowers of veterans.

A Partner Service Pension is paid fortnightly, based on daily entitlements. The rate of Partner Service Pension is adjusted twice-yearly, in March and September, in line with movements in the cost of living and/or average wages.

Eligibility. A Partner Service Pension can be paid to an eligible:

- partner of a veteran with qualifying service;
- former partner of a veteran with qualifying service; or
- widow or widower of a veteran who had qualifying service.

Further eligibility requirements for current partners (married and de facto), former partners and widow/ers, including age requirements, are detailed in the web page.

3.B.1.5 Income Support Supplement (ISS)

Information concerning the Income Support Supplement can be found here.

[2] *In receipt of* includes where the amount received is nil due to receipt of compensation from another source, or withholding of the payment to recover an overpayment.

ISS provides a regular income in addition to the war widow(er)'s pension for Australian war widow(er)s with limited means. This includes wholly dependent partners under the Military Rehabilitation and Compensation Act 2004 (MRCA) with limited means. The payment is subject to an income and assets test.

3.B.1.6 Income and Assets Tests

Information concerning Income Testing can be found here.

Information concerning the Assets Test can be found here.

The amount of Service Pension and ISS paid depends on the person's income and assets. The pension is calculated under two separate tests, an income test and an asset test. A person may have a certain amount of income and assets and still receive the maximum rate of pension. The test that pays the lower rate of pension applies.

Veterans or their spouses in receipt of a Service Pension because of blindness are not subject to the income and assets tests and special rules apply to the assessment of other payments. This exemption applies only to the blinded person.

3.B.1.7 Rates of Payments

Information concerning the current rates of payments and associated allowances payable can be found here.

Current rates of pensions and associated allowances can be found here. Click on the date of the current rates, and then click on the appropriate link.

3.B.1.8 Allowances and Other Benefits

Information concerning other allowances and benefits is provided below.

Remote Area Allowance. Remote Area Allowance is a fortnightly, non-taxable payment made to pensioners to help offset the higher than normal costs, such as transport and communication, incurred whilst living in remote areas of Australia. Although the remote area allowance is non-taxable, the amount of Zone Rebate a person is allowed under the Income Tax Assessment Act 1936 is reduced if the person receives remote area allowance. Remote area allowance is paid if the person is receiving a Service Pension or Income Support Supplement or the Social Security Age Pension and is a permanent resident of a remote area of Australia.

Pension Supplement. Pension Supplement is a fortnightly amount paid to help eligible pensioners with the cost of prescriptions, rates, telephone and internet connections, energy, water and sewerage. It is payable to:

- Service Pensioners,
- Invalidity Service Pensioners;
- Partner Service Pensioners;
- age pensioners; and
- Income Support Supplement (ISS) recipients.

A portion of the fortnightly amount may be deferred and paid quarterly.

Veterans Supplement. Veterans Supplement is a fortnightly amount paid to some veterans, some war widow/ers and orphans to ensure they are not out of pocket following the pension reform changes made in September 2009. It is payable if the person does not receive an income support payment from DVA or Services Australia, or if the person is not eligible for the Pension Supplement and they:

- receive a DCP from DVA;

- are under qualifying age and receive a War Widows(er)'s Pension;
- receive an Orphans Pension from DVA; or
- have a DVA Gold Card, White Card or Orange Card.

If the person is paid any type of income support from DVA or Services Australia, they are not eligible for Veterans Supplement, as they receive an equivalent payment with their income support payment. They are also not eligible for the supplement if they receive the Military Rehabilitation and Compensation Act (MRCA) Supplement as this is also an equivalent payment. Recipients of the Energy Supplement are also precluded from receiving the Veterans Supplement.

Renting and Rent Assistance. Rent assistance is a non-taxable allowance to help meet the cost of private rented accommodation. A person may be eligible to receive rent assistance if they:

- are eligible for the Service Pension or Income Support Supplement;
- pay rent other than Government (public housing) rent;
- pay a minimum amount of rent known as the rent threshold; and
- live in Australia.

Financial Hardship Normally, if a person has substantial assets, those assets are used to produce income for their own support. However, there are cases where a person has substantial assets which produce little or no income and the person is unable, or cannot reasonably be expected, to sell or re-arrange their assets to produce income.

The financial hardship rules exist so that people are not placed in severe financial hardship where there is no reasonable action they could be expected to take to alleviate the hardship.

The hardship rules can assist people who are in severe financial hardship to receive a pension or increase their rate of pension. The hardship rules apply only to people whose pension or income support supplement (ISS) is assessed under the assets test.

If a pension is assessed under the assets test and a person has substantial assets, they may receive only a small amount of pension or if their assets are high enough, no pension at all. The hardship rules provide for the value of certain assets to be disregarded, thus allowing a higher rate of pension to be paid.

Pensioner Concession Card (PCC). PCCs are issued by the Australian Government through DVA to Australian residents receiving an income support pension paid by DVA:

- Service Pension;
- Income Support Supplement; or
- Age Pension paid by DVA.

The relevant Australian Government and State authorities and businesses determine what concessions to offer and who is eligible for those concessions.

Home Equity Access Scheme. The Home Equity Access Scheme (formally the Pension Loans Scheme) provides fortnightly income payments at a reasonable rate of interest to people who receive a reduced rate of Income Support Pension, or do not receive any Income Support Pension because of the income or assets tests. The payments may be made for a short period of time while the person's income and assets are being rearranged or may be made for an indefinite period.

A loan under the Pension Loans Scheme can be repaid in full or part at any time.

The full amount of the loan plus interest owed at the time of the death of the person will be recovered from the person's estate

DVA Veteran Gold Card or DVA Veteran Gold Card (Totally & Permanently Incapacitated).

DVA Veteran White Card

Repatriation Pharmaceutical Benefits Scheme (RPBS). The Repatriation Pharmaceutical Benefits Scheme (RPBS) provides a wide range of pharmaceuticals and wound dressings at a concessional rate for the treatment of eligible veterans, war widows/widowers, and their dependants.

The RPBS allows veterans access to all items listed in the Schedule of Pharmaceutical Benefits (SPB) available to the general community under the Pharmaceutical Benefits Scheme (PBS), and also an additional list contained in the Repatriation Schedule of Pharmaceutical Benefits (RSPB), which is available only to veterans.

B.2.3 Rates of Payment

Information concerning the current rates of pensions, compensation payments and associated allowances payable can be found here.

PART C - MAKING A CLAIM

3.C.1 Claims - General

Information on the procedures for claiming a Service Pension or ISS are available links.

Service Pension Overview

How to Claim Income Support Supplement

How to access the Veteran Payment

3.C.1.1 Qualifying Service Claims

A person may make a claim for a qualifying service determination some time prior to actually claiming a Service Pension. This is of use to people who wish to confirm their eligibility for a Service Pension to assist with planning their retirement. A claim for a qualifying service determination is treated in similar fashion to a claim for payment of a DCP.

Claims for determination of qualifying service should be lodged using the D0506 Application to Determine Qualifying Service (by a Current or ex-Member of the ADF).

Certified copies of any documents that support the claim, such as a transition certificate, should also be provided. A qualifying service determination is subject to the same appeal rights as a claim for the Service Pension or ISS.

Related DVA Forms are listed below.

D0502 - Qualifying Service Details Partner/Widow(er) of Non-Pensioner Veteran or Mariner (Australian, Commonwealth or Allied)

D0506 - Claim to Determine Qualifying Service by a Current or ex-Member of the ADF

D506a - Qualifying Service Details Service during World War II

D0507 - Claim to Determine Qualifying Service by a Commonwealth or Allied Veteran

D0507a - Qualifying Service Details Service with the Armed Forces of the Republic of Vietnam

D0507B - Qualifying Service details Service with Forces in Yugoslavia during the Second World War

D0508 - Claim to determine Qualifying Service by an Australian or Allied Mariner during the Second World War

3.C.2 Taxation

Information concerning tax can be found in the following here and includes information about the treatment and of DVA payments for income tax purposes, Payment Summaries issued by DVA, the Medicare levy exemption and taxation withholdings as well as tables to work out if a veteran's DVA payment is assessable income for income tax purposes.

The payments are listed in the following groups:

- Service Pension, income support supplement, age pension and income support allowances;
- DCPs, war widow's pension, orphans pension and allowances; and
- payments under the Military, Rehabilitation and Compensation Act 2004 (MRCA) and the Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988 (DRCA).

3.C.3 Privacy and Freedom of Information

Information concerning Freedom of Information and Privacy can be found in the following DVA web pages.

Access to Information Section 59 of the DRCA (s59) and section 331 of the MRCA (s331) provide persons who have made claims under these Acts the ability to access documents held by the Military Rehabilitation and Compensation Commission (MRCC) relating to their claim. Specifically, s59 and s331 essentially allow clients to access documents held by the MRCC which relate to a current DRCA, or MRCA claim.

The VEA does not have a similar provision to s59 and s331 under the DRCA and the MRCA. Access to information relating to a VEA claim should be applied for under the Freedom of Information Act 1982 (FOI Act).

The web page provides information on how to access information under s59, s331 and the FOI Act.

Privacy This page outlines how personal information is protected under the *Privacy Act 1988* (the Privacy Act) and summarises how DVA meets its obligations under the Privacy Act when collecting, storing, using and disclosing personal information.

Confidentiality pension Information This page explains the obligations on DVA staff when handling personal information on behalf of the Services Australia to administer income support payments made to Australian veterans and their eligible partners under social security legislation. An example of such a payment is the age pension paid by DVA.

3.C.4 The Review Process

Information concerning the review process can be found here.

This page contains information about:

- which decisions in relation to the Service Pension or income support supplement can be reviewed;
- the steps involved in having a decision reviewed; and
- the veteran's rights of review in relation to age pension administered by DVA.

CHAPTER 4
MILITARY COMPENSATION AND REHABILITATION

PART A – INTRODUCTION TO MILITARY COMPENSATION AND REHABILITATION

Under which legislation the MRCC can accept liability for injuries or diseases related to ADF service depends on the Act that was in force at the time the injury was incurred or the time when the disease first manifested itself. The forms of compensation that may be available to the client will depend on the Act under which liability was accepted.

The Service Eligibility Chart at Annex E assists Advocates to ascertain the appropriate Act that applies to a Client's injury or disease.

Some members will have eligibility under two or more Acts. While nothing precludes the person from claiming liability under more than one Act, or the MRCC from accepting liability under more than one Act, all of the Acts have provisions that preclude payment of compensation under multiple Acts for the same condition. The process within DVA is referred to as 'offsetting', where compensation payable under one Act is reduce or 'offset' against compensation paid under another Act for the same condition.

This Chapter provides information on compensation available for injuries, diseases and death where liability has been accepted under the:

- Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988 (DRCA); and
- Military Rehabilitation and Compensation Act 2004 (MRCA).

For compensation available for injuries, diseases and death where liability has been accepted under the Veterans Entitlements Act 1986 (VEA), see Chapter 2.

Part D of this Chapter provides information on rehabilitation services available under all three Acts.

PART B – SAFETY, REHABILITATION AND COMPENSATION (DEFENCE-RELATED CLAIMS) ACT 1988 (DRCA)

4.B.1 Introduction

The DRCA is the compensation legislation that applies to current and former members of the Australian Defence Force (ADF) with conditions linked to service prior to 1 July 2004.

Compensation coverage under the DRCA can be provided for injuries, diseases or deaths that are linked to most peacetime ADF service between 3 January 1949 and 30 June 2004 (which includes British Nuclear Test defence service) and for certain periods of operational service between 7 April 1994 and 30 June 2004, including warlike, non-warlike, hazardous and peacekeeping service.

The DRCA does not cover any ADF service prior to 3 January 1949, or any period of operational service prior to 7 April 1994. These types of service are covered under the Veterans' Entitlements Act 1986 (VEA).

From 12 October 2017, all claims that were considered under the provisions of the Safety, Rehabilitation and Compensation Act 1988 (SRCA) (for conditions attributable to pre-1 July 2004 service) are now considered under the DRCA. All existing claims under the SRCA are now treated as claims under the DRCA. There is no change to existing entitlements or the manner in which claims under the DRCA interact with claims under the Military Rehabilitation and Compensation Act 2004 (MRCA) and/or the VEA (for offsetting purposes).

All ADF service from 1 July 2004 onwards is covered under the MRCA.

Information about the DRCA can be found here.

4.B.1.1 Repealed Legislation

Part X of the DRCA contains 'transitional provisions' which preserve the rights of those persons whose injuries, diseases etc. occurred during the currency of earlier Acts, i.e. though those Acts have now been repealed. Essentially, s124 of the DRCA says that a person with medical condition of pre-1988 origin is entitled to compensation during the currency of the DRCA if they would have been entitled under the legislation current at the time of the injury, i.e. as if that Act had not been repealed.

The superseded Acts are:

- The *Compensation (Commonwealth Government Employees) Act 1971* (i.e. the '1971 Act') which operated from 1 September 1971 to the commencement of the DRCA on 1 December 1988.
- The *Commonwealth Employees Compensation Act 1930* (i.e. the '1930 Act') which only applied to ADF employees after an amendment commencing 3 January 1949 and it ceased 1 September 1971.

Claims for compensation for injuries or diseases relating the service prior to 1 December 1988 should be submitted as DRCA claims and will be processed accordingly.

Note, however, that the benefits payable if liability is accepted are the benefits available under the relevant legislation (the 1971 Act or 1930 Act), not the DRCA.

4.B.2 Eligibility

Coverage under the DRCA extends to:

- all members of the permanent ADF;
- all members of the Reserve force;

- Cadets and Officers and Instructors of Cadets; and
- other people declared in writing by the Minister who:
  - hold an honorary rank in the ADF;
  - are members of philanthropic organisations which provide services to the ADF; or
  - are undertaking Career Transition Training under an arrangement made by the ADF.

4.B.2.1 Cadets

The Cadet program is aimed at youth between the ages of 12 and 20 years. The common title 'school cadet' is a misnomer. Few Cadet Units are associated with a school in any way, nor are all Cadet members currently at school, although most are of school age. Cadets are not paid for their attendance. Cadets are not members of the ADF but are covered by the DRCA if the person is injured as a result of their Cadet Service.

DRCA s6A(1) applies to members of the Air Training Corps, the Australian Cadet Corps and to Naval Reserve Cadets.

Cadets are not to be confused with Officer Cadets or any other classification of full-time member of the ADF bearing 'Cadet' as part of their rank/title.

4.B.2.2 Officers and Instructors of Cadets

Adult volunteers are appointed as Officers and Instructors of Cadets. They are paid a Cadet Force Allowance (Cadet pay) based on the equivalent ADF Reserve rate of pay according to their rank. Officers and Instructors of Cadets are referred to as 'remunerated Cadets'.

4.B.3 When is a Person Covered?

The DRCA provides compensation coverage for most current and former members of the ADF from 3 January 1949 until and including 30 June 2004.

Service covered includes:

- being at work or during an ordinary break (e.g. lunch);
- during a journey between home and work;
- during authorised and published activities outside normal hours of duty (e.g. approved participation in sport as detailed in DI(G)PERS 14-2); or
- while undergoing approved Career Transition Training around the time of transition under an arrangement made by the ADF.

Note that compensation coverage throughout this period has been subject to differing eligibility criteria at various times.

Although members of the ADF are available for duty 24-hours a day, members are covered under the DRCA only when 'on duty'.

The benefits to which someone may be entitled when claiming compensation will depend on the date on which the injury occurred or the disease first manifested itself (date of onset).

4.B.3.1 Dual Eligibility under DRCA and the VEA

In some situations, clients may be entitled to coverage under both the VEA and the DRCA. They may access benefits under both Acts, however the benefits available are different under each Act.

From 7 Dec 1972, an amendment to the *Repatriation Act 1920* (incorporated into the VEA when enacted on 22 May 1986) allowed liability for conditions arising from peacetime service to be claimed under the VEA, provided the member had rendered Eligible Defence

Service (see 2.A.15). Conditions arising from operational service could still only be claimed under the VEA.

Note: Unlike the VEA, the DRCA does not specifically define different types of service. The DRCA prevents liability being accepted for a condition arising from operational service, however in effect this is service that would now be defined under the VEA as 'Warlike Service'. What the VEA now defines as 'Non-warlike Service' (peacekeeping service and hazardous service, which are treated the same as operational service under the VEA) is treated as peacetime service under the DRCA, so dual eligibility applies to conditions arising from this type of service.

The Military Compensation Act 1994 (MCA) (enacted 7 April 1994) removed dual eligibility for conditions arising from peacetime service but amended both the DRCA and VEA to allow conditions arising from operational service to be claimed under both the DRCA and VEA.

Note: While the MCA removed dual eligibility for peacetime conditions for most members, those classified as Pre-VEA Members (serving on 1 Dec 88, and continued to serve until at least 7 Apr 94, with no break in service) retained dual eligibility for peacetime conditions until the enactment of MRCA on 1 Jul 04.

Dual eligibility however does not mean 'dual payment' and if benefits are payable under both Acts, offsetting may apply.

4.B.3.2 When is a person not covered?

There are various exclusionary circumstances in which injuries arising out of ADF service are generally not covered for compensation purposes. These are covered in paragraph 4.B.6.1.

4.B.4 Making a Claim

Information about making a claim under the DRCA can be found here.

Claims may be lodged:

- by completing (manually or electronically) DVA Form D2020 and lodging it with the nearest DVA office, or
- through the ESO Portal, or
- electronically through MyService

4.B.4.1 Legislation

Section 53 of the DRCA refers to 'Notice of Injury'. It states that the notice be in writing and be as soon as practicable after the injury. In practice, this would normally refer to an *Incident Report* or, more recently, an *AE527 Sentinel Event Report.* Reporting of incidents in which a member is injured forms part of the Defence Work Health and Safety (WHS) regime.

Section 54 refers to 'Claims for Compensation'. It states that the members must submit a written claim and include relevant medical evidence. The longer the period of time between the injury and the lodgement the more difficult it may become to have the claim accepted. For example access to the relevant supporting documentation may become more difficult, as would the locating of witnesses.

If a member cannot supply medical evidence (particularly service medical evidence) then DVA will usually attempt to obtain them. For example the DVA Delegate will request medical documents from ADF Health Services.

Note: Under the DRCA, the onus is on the client to substantiate the claim with medical and factual evidence.

4.B.4.2 Supporting Documentation

Where possible, the following documents should be submitted with the claim form to ensure that the claim can be processed with minimum delay:

- Proof of Identity Documents (if required)
- A copy of the member's service history (PMKeyS ADO Full Service Record)
- Relevant ADF medical documents from the member's ADF Medical Record including:
- Entry Medical board questionnaire
- Clinical notes
- Specialists reports
- Scans/MRI/x-ray reports
- Transition medical information
- Most recent SVA/ADF payslip
- Incident report - AC563 (if completed)
- Witness statement(s) if appropriate
- Authority to Participate in Civilian Sport (if appropriate)
- Hazardous Material Exposure Report (if appropriate)

4.B.4.3 Submitting the Claim

If a person is claiming for more than one condition, a separate claim form for each condition should be submitted unless the conditions arose from the one incident.

A copy of the claim should be kept as a personal record.

Ensure the following points are correct and complete before submitting the claim form to DVA:

- Claim form is signed and dated where required.
- Date of enlistment and transition are correct, where required.
- The member has clearly explained how the injury occurred or the condition arose – what occurred, how, where and when (how it was caused by their Defence service).
- An Accident or Incident Report has been included, and/or evidence that the injury or condition was related to their duties (other than medical documents).
- Include copies of all medical documentation regarding the injury from the date of the injury to the present time. This information is for the ongoing management of the condition should initial liability be accepted.
- The claim includes a correct diagnosis of the condition. For the purpose of accepting liability it is essential that the correct diagnosis be provided. For example – back pain is not a diagnosis, but lumbar spondylosis is.
- Proof of Identity has been included where required.

If a person is submitting a claim for liability for one or more mental health conditions, they may choose to be assessed for eligibility for the Veteran Payment, which can be paid while their claim is being investigated and determined. See here for more information.

4.B.5 Determination of Liability

'Liability' in this context means the Commonwealth's legal liability under s14 of the DRCA to pay compensation of any kind to an individual. Concession of liability does not of itself grant any particular financial benefit. Rather it is a precondition, the gateway to the range of benefits provided by the legislation, each of which has its own additional criteria for payment.

In short, nothing can be paid unless liability has first been accepted. Making any payment of compensation without acceptance of liability is unlawful.

Note: The following is an extract from the *DRCA Liability Handbook*

Liability may be accepted only in respect of properly diagnosed injuries or diseases. Vague non-medical terms such as 'sore back' or 'injured elbow' are not sufficient for acceptance of liability, nor are symptoms (e.g. pain alone) without a diagnosed cause. Furthermore, chemical or radiation exposure per se is not compensable. Liability relates only to the medically diagnosed consequence (if any) of such exposure.

This matter of medical diagnosis is most often (but not always) resolved by reference to the employee's ADF medical file. Failing that, the Delegate has power under s57 of the DRCA to order a medical examination for this purpose. Should the client have a treating doctor or specialist then in the first instance that medical practitioner should be asked to provide information to assist in the decision making process.

If that is not possible, an appropriate doctor should be approached for opinion. While the final choice rests with the Delegate, discussion with the client as to who will provide the medical opinion is appropriate.

The core of the liability determination process is a judgement by the Delegate, as to whether the employee's proven injury ***'arose out of or in the course of Australian Defence Force employment.*** *Note that it is not sufficient that the injury merely originated during the same period that the employee was serving with the ADF. In the case where an injury is a 'disease', and thus may have multiple causes, it must be shown that the employment contributed 'in a material degree' or on/after 13 April 2007, 'to a significant degree' to the onset of the disease. There must be a close nexus between the claimed medical condition and the circumstances of employment. This is not always straightforward. There are many exclusions, exceptions and legal precedents and these will be outlined later in this Chapter.*

While the employee has a responsibility to present the Delegate with evidence and reasons for acceptance of the claim, the Delegate also is required to investigate the case actively and fairly, and to take into account all relevant material regardless of its origin. The DRCA provides the Delegate with powers to demand information from other parties and to require medical examinations by a medical practitioner of the Delegate's choice. Cases are decided on the basis of the available evidence judged against the civil standard of proof i.e. on the balance of probabilities, (meaning 'more likely than not'). Acceptance of liability may not, therefore, be based on hypotheses, mere possibilities or unverified assertions by clients.

4.B.5.1 Classification of a person's condition or loss

In deciding liability, Delegates must classify the employee's condition or loss as:

- an injury,
- a disease,
- an aggravation of an injury or disease, or
- 'loss of property'.

These are all separate categories of loss distinguished by the DRCA and its predecessors. Classification affects the criteria used for acceptance of liability.

4.B.5.2 Injury

s5A of the DRCA defines 'injury' as:

- *"a disease suffered by an employee; or*
- *an injury (other than a disease) suffered by an employee, that is a physical or mental injury arising out of, or in the course of, the employee's employment; or*
- *an aggravation of a physical or mental injury (other than a disease) suffered by an employee (whether or not that injury arose out of, or in the course of, the employee's employment), that is an aggravation that arose out of, or in the course of, that employment;*

but does not include a disease, injury or aggravation suffered as a result of reasonable administrative action taken in a reasonable manner in respect of the employee's employment."

'Injury' generally means a medical condition with a single, traumatic origin such as a wound, broken bone or burn. The nexus with employment is usually a simple one.

4.B.5.3 Disease

s5B of the DRCA defines 'disease' as:

- *an ailment suffered by an employee; or*
- *an aggravation of such an ailment;*

that was contributed to, to a significant degree, by the employee's employment by the Commonwealth or a licensee.

'Disease' generally means medical ailments of gradual onset and without a single identifiable or traumatic cause. For instance, infectious illnesses, most psychiatric illnesses and gradual attrition of the joints are all 'diseases' for DRCA purposes.

4.B.5.4 Aggravation

'Aggravation' means that a work-related factor has caused a worsening, re-emergence or acceleration of a pre-existing medical condition. Aggravations may be permanent but may often be temporary in nature. Accordingly, it is important that a determination of liability distinguishes between liability for an aggravation and the causation of the principal condition.

4.B.5.5 Loss of Property

'Loss of Property' claims are rare, as this term is very narrowly defined by s15 of the DRCA and does not refer to general goods and chattels of an employee. It refers only to damage to artificial limbs and other prosthetic substitutes for the employee's body. In practice (i.e. applied to the ADF which does not usually employ the disabled), this usually means damage to spectacles, dentures and other similar aids.

4.B.6 Injury claims

The test for liability for injuries, and aggravation of injuries, under the DRCA is whether the injury ***'arose out of or in the course of*** Australian Defence Force employment. This is referred to as the nexus with employment.

"Arising out of employment" is referred to as a causal link - something associated with the employee undertaking their employment.

"In the course of employment" is referred to as a temporal link – it links the time of injury to the time of employment. Either test is applied to help establish liability. To determine whether a person is injured in the course of employment the question is:

"Was the person doing something which he/she was reasonably required, expected or authorised to do in order to carry out his/her duties?"

4.B.6.1 Exclusionary Provisions

The MRCC is generally liable to pay compensation in respect of a service related injury if the injury results in death, incapacity or impairment. However the DRCA contains various exclusionary provisions that may prevent the acceptance of liability even if the injury arose out of service.

Reasonable disciplinary action. An injury arising as a result of reasonable disciplinary action taken against a member would generally not be accepted. For example, if a person submits a claim for a stress condition that arose as a result of undergoing disciplinary action, their claim could fail.

Failure to obtain promotion, transfer or benefit. When an injury arises out of the failure of an employee to obtain promotion, transfer or benefit in connection with his or her employment, it would generally not be accepted. For example, if a person submits a claim for an anxiety disorder arising as a result of not being promoted, their claim would fail.

Self-inflicted. Compensation is generally not payable in respect of an injury or death that is intentionally self-inflicted.

Note: *See the DRCA Liability Handbook for an explanation of relevant case law relating to self-inflicted injuries.*

Abnormal Risk. s6(3) states that compensation is not payable where an employee sustains an injury:

- while at a place referred to in that subsection, or
- during an ordinary recess in his or her employment

if the employee sustained the injury because he or she voluntarily and unreasonably submitted to an abnormal risk of injury.

s6(3) only applies to injury sustained at a place referred to in s6(1), i.e. a place where the client was engaged in:

- work
- education
- obtaining a medical certificate
- receiving medical treatment
- undergoing a rehabilitation program
- receiving a payment of compensation
- undergoing a medical examination or rehabilitation assessment
- receiving money due to him or her, or
- during an ordinary recess in employment.

Because of the drafting of s6(3), consideration of voluntary and unreasonable submission to an abnormal risk of injury will also arise where the client has been injured as a result of an act of violence (S6(1)(a)).

Serious and wilful misconduct. Compensation is not payable in respect of an injury that is caused by the serious and wilful misconduct of the employee but is not intentionally self-inflicted.

Note: *Under s14(3), compensation* ***is*** *payable in respect of an injury that is caused by the serious and wilful misconduct of the employee but is not intentionally self- inflicted, where the injury results in death or serious and permanent impairment.*

4.B.6.2 Travel Injuries

s6(1)(b) of the DRCA extends liability for compensation where the member was 'travelling between' certain specified places:

- place of residence and place of work
- normal place of residence and temporary place of residence
- two places of work
- place of work or residence and place of education
- place of work or residence and certain other places specified in s6(1)(b)(vii) of the DRCA.

It is possible for an injury to have 'arisen out of, or in the course of employment' even if the above special deeming provisions of s6(1)(b) do not apply to the journey in question. Quite obviously, journeys undertaken whilst on duty, i.e. for purposes of employment and/or at the direction of the employer, would be compensable.

However, the use of the phrase 'travelling between' in s6(1)(b) permits a 'whole journey' approach, i.e. a Delegate is not required to dissect each element of a journey, but rather can take a broad approach, looking at the primary objective of the travel and disregarding minor deviations or interruptions such as dropping children off at school on the way to work or buying a newspaper or petrol during the journey.

Nevertheless, substantial deviations that increase the risk of travel, and large breaks in the journey that changes the character of a journey from that to or from a residence, would normally cancel liability. s6(2) of the DRCA states:

"Subparagraph (1)(b)((ii), (iii), (iv) or (vii) does not apply when the travel:

- *was by a route that substantially increased the risk of sustaining an injury when compared with a more direct route, or*
- *was interrupted in a way that substantially increased the risk of sustaining an injury."*

Examples of increased risk may include speeding, not wearing seatbelts, driving in a vehicle that is not roadworthy etc. Examples of interruptions increasing risk might include:

- stopping to do shopping where the client was then caught in peak hour traffic.
- calling into the local hotel, where the client's driving ability became impaired by alcohol.

Note that when we look at journeys from home to work and vice versa, the journey starts and ends at the boundary to the property, that is, the fence line. For example, if a member injures his back whilst getting in his car which is parked in the carport his claim would be denied, where if the car was parked in the street the claim may be accepted.

4.B.6.2.1 Place of Residence

'**Place of residence**', in relation to an employee, means:

- the place where the employee normally resides
- a place, other than the place referred to in paragraph (a), where the employee resides temporarily, as a matter of necessity or convenience, for the purposes of his or her employment, or
- any other place where the employee stays, or intends to stay, overnight, a journey to which from the employee's place of work does not substantially increase the risk of sustaining an injury when compared with the journey from his or her place of work to the place referred to in paragraph (a).

4.B.6.2.2 Place of Work

'Place of work', in relation to an employee, includes any place at which the employee is required to attend for the purpose of carrying out the duties of his or her employment

This definition makes it clear that a member's place of work is not just their usual 'work base' but also includes any other place where they are required to attend for the purposes of their employment, e.g. a parade, a training facility, a Board of Inquiry.

Where a member's normal duties include driving (e.g. a courier or a bus driver) the place of work includes the vehicle. These cases are NOT to be treated as travel claims.

In rare cases where the precise limits of the 'place of work' are critical, the comments of Northrop J in Comcare v O'Dea (1997) should be considered:

'...the use of the word 'place' in either of the expressions 'place of work' or 'place of residence' connotes a defined area, normally the whole area of the work place or residence or, to put the matter in another way, the area over which the owner or legal occupier of the area has control.'

4.B.6.2.3 Complexity of Travel Claims

Travel claims can be reasonably complex, especially in relation to boundaries of places of work and residence, temporary places of work, temporary places of residence and other places defined in the Act. It is recommended that Advocates read the advice provided to Delegates regarding travel claims, available in the DRCA Liability Handbook Chapter 17.

4.B.6.3 Unintended Consequences of Commonwealth Medical Treatment

There are two distinct elements to this requirement:

- The injury must be a consequence of Commonwealth medical treatment; and
- The consequential injury must be an unintended outcome of treatment.

If the subsequent injury is a significant known risk of undergoing certain medical treatment, then liability will not be accepted.

It is important to note that in applying this provision, the courts have determined that the meaning of injury has its normal plain English meaning and does not encompass diseases.

4.B.6.4 Sport and Physical Training Injuries

The ADF requires its members to meet defined physical fitness standards as part of the conditions of service. Compulsory physical training and compulsory participation in some ADF-organised sporting events are conditions of service which apply to most members. These are of course, on duty activities and the nexus with employment is clear. Where an injury arises during ADF physical training or at an ADF sporting fixture, there is liability to pay compensation for that injury. Unlike injuries sustained participating in "civilian sport", there is no requirement on the member to prove they were approved to participate in ADF organised sporting events.

However, fitness activities are also often voluntary (in respect to each individual case) undertaken away from the place of work and while the member is off duty. In such cases, the injury can be seen to 'arise out of' employment and liability for such injuries should be accepted where the activity was conducted in accordance with the *ADF Policy on Sport*.

4.B.6.4.1 ADF Policy on Sport

DI(G) PERS 14-2 dated 9 June 2005 "Australian Defence Force (ADF) Policy on Sport" states that:

"Defence personnel who are authorised to participate in sport within the terms of this instruction are authorised as "on duty", subject to any applicable exclusions. It should

be noted, however, that the authorisation of "on duty" status does not guarantee compensation coverage."

The DI(G) covers:

- Programmed Sport – sport conducted during the base/unit's programmed training;
- Local Sport – ADF sponsored sport conducted in the local region;
- Inter Service Sport – ADF sport at any level but between two of the Services;
- Combined Service Sport – At State, National or International level from members from at least two of the Services.

Naturally, where the ADF member has been selected to represent the ADF in a general community (civilian) sporting event or tournament etc, any injuries received by that member as a consequence, are also compensable. Note that a nexus with employment also exists should the ADF either "sponsor" the member by providing equipment etc, or authorises the member to be identified as representing the Service in a community event.

4.B.7 Disease Claims

As discussed previously, the DRCA defines a 'disease' as "any ailment suffered by an employee or the aggravation of any such ailment, being an ailment or an aggravation that was contributed to in a material (or significant) degree by the employee's employment."

Likewise, 'ailment' means any physical or mental ailment, disorder, defect or morbid condition (whether of sudden onset or gradual development).

For practical purposes, 'disease' generally means a medical condition of mainly gradual development and usually without a single identifiable traumatic cause. As opposed to an injury, it does not necessarily involve an act or a specific event. For instance, infectious conditions, most mental ailments and gradual attrition or degeneration (e.g. of the joints), are all 'diseases'. An exception to this general rule is Post-traumatic Stress Disorder (PTSD), which has been deemed by case law and by MRCC policy to be a disease, even though it is caused by a traumatic event.

4.B.7.1 Contribution by employment

The various Acts require only that ADF employment contributed to the onset of the disease, and do not require that it was the sole cause. The required degree or kind of contribution varies between the current and former Acts. These are:

- 1930 Act – totally due to the nature of employment (a mere contribution is not sufficient);
- 1971 Act – any contribution by employment (generally accepted that a 1% contribution was sufficient);
- DRCA (prior to 13 Apr 07) – 'in a material degree'; and
- DRCA (on or after 13 Apr 07) – 'to a significant degree'.

Note 1: The following is an extract from the *Comcare Guide – Assessing a Claim*

> *"s5B(3) defines 'significant degree' as "...a degree that is substantially more than material". In order to understand what "significant degree" is, it is useful to understand the meaning of "material".*
>
> *The ordinary dictionary meaning of "materially" is "substantially, considerably". "In a material degree" requires an evaluation of all relevant contributing factors for the purposes of asking whether the employee's employment did or did not contribute materially to the suffering of the ailment in question ("the threshold evaluation"). Whether there is a material contribution in a case will be a matter of fact and degree.*

Therefore, in considering whether the employment contributed in a significant degree, the Comcare decision maker must weigh the available evidence and make a determination as to whether there is a ***very strong connection*** *between the employee's condition (or aggravation of condition) and their employment."*

Note 2: Any disease which had a date of clinical onset after 1 July 2004 must be claimed under the MRCA. Diseases that had a date of clinical onset after 1 December 1988 and before 1 July 2004 could be claimed under the DRCA. Since the SRCOLA Act changing the service contribution to "significant degree" only applied from 13 April 2007 and was not retrospective, all DRCA diseases are assessed using the "material contribution" test.

4.B.7.2 Date of Onset

Establishing a date of onset of a disease is critical to the determination of liability as the criteria for acceptance varies according to the Act in force at the time.

It is often not possible to establish a precise date of injury in respect of the onset of a disease or the aggravation of a disease. Often, the date of diagnosis of the disease will be considerably later than the date of first manifestation of symptoms or the date of first medical examination in respect of the condition.

s7(4) of the DRCA deems a date for the purposes of the Act:

- "For the purposes of this Act, an employee shall be taken to have sustained an injury, being a disease, or an aggravation of a disease, on the day when:
  - the employee first sought medical treatment for the disease, or aggravation, or
  - the disease or aggravation resulted in the death of the employee or first resulted in the incapacity for work, or impairment of the employee,

  whichever happens first.

Accordingly, Advocates should identify in the claim, where applicable:

- first date of medical treatment,
- first date of incapacity for work,
- date of death (where applicable), and
- date of impairment.

4.B.7.3 Declared Occupational Diseases

The Department of Employment and Workplace Relations periodically issues a Specified Diseases and Employment Instrument under s7(1) of SRCA. Due to the commencement of the DRCA on 12 October 2017, these Instruments are now also part of the DRCA.

s7(1) of the DRCA states that *"Where:*

a. an employee has suffered, or is suffering, from a disease or the death of an employee results from a disease;

b. the disease is of a kind specified by the Minister, by legislative instrument, as a disease related to employment of a kind specified in the instrument; and

c. the employee was, at any time before symptoms of the disease first became apparent, engaged by the Commonwealth or a licensed corporation in employment of that kind;

the employment in which the employee was so engaged shall, for the purposes of this Act, be taken to have contributed, to a significant degree, to the contraction of the disease, unless the contrary is established.

Subsection 7(1) relates to diseases in which there is a well-established medical nexus between that disease and a particular type of work or exposure to a particular chemical substance.

Note: The Department of Employment and Workplace Relations issued a revised Specified Diseases and Employment Instrument, which came into effect on 1 October 2017. The new Instrument applies to claims with a date of injury on or after 1 October 2017. If the date of injury is before this the earlier Instrument will apply.

The current Instrument is available here.

4.B.7.4 Diseases related to Specific Types of Service

There are special arrangements in place for members and veterans with diseases related to service in specific roles or employments. These are:

F-111 Deseal/Reseal

ADF British Nuclear Test Participants

Oberon Class Submariners

Navy Personnel Use of 'Jason Pistols' - Beryllium

ADF Fire-fighters

Information on some of these arrangements is also available in the following links.

Claims for F-111 workers

Note: The web pages has links explaining all aspects of this program.

Help for test participants and people who served in Japan.

Note: In addition to the details contained at this web page (which relate to VEA claims), those who have been exposed to the action of ionising radiation as a result of the British Nuclear Tests may have their claim assessed under s7(1) of the DRCA.

4.B.7.5 Specific Diseases

Chapter 23 of the DRCA Liability Handbook provides information on how claims for some specific diseases are handled by DVA. Links to these are provided below.

Psychiatric Conditions

Injury/Disease from Alleged Sexual Assault or Other Crime

Diseases caused by Asbestos Exposure

Chronic Fatigue Syndrome

Ross River Fever (and Related Diseases)

Hearing Loss

4.B.8 Aggravation, Acceleration or Recurrence

s4 of the DRCA does not define 'aggravation' but only states that it *"includes acceleration or recurrence."* Aggravation is not separately defined by either the 1971 Act or the 1930 Act either, but the above DRCA definition describes the manner in which the term is used for those Acts.

For the purposes of claims under the DRCA, aggravation of an injury or a disease means that a work related factor has caused a worsening, re-emergence or acceleration of a pre-existing medical condition. That previous condition which has been aggravated, may be either compensable already but it may also have originally been non-compensable.

If non-compensable, an employment-related aggravation renders the whole of that previous condition compensable until such time the aggravation has ceased to exert a medical effect.

Some aggravations may be permanent, others will have temporary effects, but it is not generally possible to tell the difference at the time of determination.

4.B.9 Sequelae (Extensions of Liability)

Sequelae are not formally defined by any of the compensation Acts, nor is it a term used elsewhere within the text of those Acts. The term refers to medical conditions that represent a medical consequence of a previously accepted injury or disease but is other than a simple worsening of that same condition. The main feature of sequelae is that they are different from the original condition (i.e. a sequela has a separate diagnosis). It is a new condition that has arisen out of the effects of that original condition.

Sequelae are not synonymous with aggravations. Basically, aggravations consist of a factor from the workplace affecting (worsening, accelerating etc.) a pre-existing medical condition. A sequela, on the other hand, is where a compensable condition, **of its own nature** subsequently promotes or contributes to a new ailment (i.e. without the operation of other work-related factors).

For example, development of osteoarthritis in a left knee joint which had previously suffered a split articular surface in a compensable fall would, if medical opinion established a causative link between the two, be a sequela of that original knee condition. Similarly, in that case, the right knee condition may also be accepted for compensation as a sequela of the left knee condition(s).

Note that, virtually by definition, sequelae are diseases. They are natural progressions of a condition. They are not additional injuries that may have resulted from a further accident, even if that further accident is said to have been contributed to by a disability residual from the original injury.

4.B.10 Claims for Loss of, or Damage to, Property

s15(1) of the DRCA provides that if

- an employee has an accident arising out of and in the course of his or her Defence service; and
- the accident does not cause injury to the employee but results in the loss of, or damage to, property used by the employee;

the MRCC is liable to pay compensation to the employee of an amount equal to the amount of the expenditure reasonably incurred by the employee in the necessary replacement or repair of the property."

s4 of the DRCA defines 'property used by the employee' as:

'…an artificial limb or other artificial substitute, or a medical, surgical or other similar aid or appliance used by the employee'.

Compensation claims for loss/damage to 'property' are rare, however claims are occasionally submitted for damage to prescription spectacles.

4.B.11 Needs Assessment

s325(2) of the MRCA states that the MRCC must conduct a Needs Assessment before determining that any compensation is payable. A Needs Assessment delegate will conduct a Needs Assessment immediately following and/or concurrently with acceptance of liability for a service injury or disease.

While there is no legislative requirement for a Needs Assessment to be conducted for claims under the DRCA, DVA policy is that a Needs Assessment will be conducted for DRCA clients as:

- it is a useful tool for determining a client's needs, and
- DVA has an ongoing commitment to consistency and best practice procedures.

Note. Needs Assessments are not conducted for Death claims or claims for the loss of or damage to property.

4.B.11.1 Purpose of Needs Assessment

The purpose of the needs assessment is to assist in identifying:

- any immediate medical treatment needs;
- which treatment pathway is most appropriate for the person;
- whether the person should be referred for a rehabilitation assessment; and
- what compensation is appropriate in the circumstances.

The needs assessment is not a decision on what compensation is payable. It is a process whereby the Department initiates claims for compensation benefits (including treatment and rehabilitation) that are appropriate given that person's circumstances.

4.B.11.2 Possible Needs and Benefits

A Needs Assessment involves a review of key areas of possible need, including:

- medical treatment and health care needs;
- incapacity payments, if the client is not able to work because of their conditions;
- rehabilitation needs, including vocational assistance to return to work, medical management assistance to manage treatment and medical goals, and/or psychosocial assistance to overcome any barriers to rehabilitation and to reintegrate into the community or work;
- assistance with managing activities of daily living, including household or attendant care services, or aids and appliances to manage daily living independently;
- assistance to help with mobility; and
- permanent impairment assessment and compensation.

4.B.11.3 Needs Assessment Process

Needs Assessments may be conducted over the telephone, in writing or by face-to-face meeting, depending on the urgency and/or complexity of the claim. A person may appoint a representative (Advocate) to assist them or to act on their behalf.

When liability for a service-related injury or disease is accepted, a Delegate will contact the client by mail or phone to explain the Needs Assessment process, and the client's related rights and responsibilities.

A face-to-face or telephone interview will usually be arranged to complete the assessment process. It is important to note that the person managing the process is aiming to develop a good understanding of the client's circumstances and needs. In some cases additional information, in particular medical or allied health input, may be required before a clear assessment can be made and action initiated.

Where urgent needs are identified during the process the Delegate has responsibility to deal with these as a priority.

The process for conducting a Needs Assessment is normally as follows.

1. Prior to the person being consulted, the Delegate undertaking the Needs Assessment will review all relevant information available on the person's file. This will help identify possible needs and issues that should be discussed further with the client.

2. Comprehensive case notes relating to the Needs Assessment will be recorded on the person's file or on the relevant information data management system. This will ensure all staff involved in the management of the person's needs are aware of issues, discussions and outcomes or actions taken.
3. The outcomes of the Needs Assessment will be notified to the person in writing. The written confirmation of the Needs Assessment will identify the benefits that are appropriate for the person, including the applicable treatment path.
4. The person will be asked to sign the Needs Assessment before any compensation can be paid in order to meet the requirement for claims for compensation to be in writing.

Note. If the client has ticked the appropriate box on the claim form, or submitted a written request for compensation, then technically a signature on the Needs Assessment is not mandatory.

5. Delegates are required to take all reasonable steps to ensure that careful consideration is given to all issues discussed and that any identified needs are followed up.
6. If the Needs Assessment identifies the possibility of rehabilitation, then a formal rehabilitation assessment is required. If the person is a full-time serving member in the ADF, the relevant Service Chief is the rehabilitation authority and must be advised of the requirement to initiate a rehabilitation assessment.
7. The Needs Assessment must identify which treatment path is applicable, unless the person who requires treatment is a member of the ADF, in which case Defence provides the person's treatment.

4.B.11.4 Changes in Circumstances

DVA may initiate, or a client may request, another Needs Assessment if the client's circumstances change. For example, if:

- the client's medical condition is aggravated;
- there is a change in diagnosis or treatment required;
- the client's medical condition impacts on their employment situation; or
- they are no longer able to undertake certain tasks at work or at home.

A second or subsequent Needs Assessment might not involve a full review of all needs, but will focus on specific issues.

More information on Needs Assessments is available in the following links.

Needs Assessment

DVA MRCA Policy Manual Chapter 2.3.

4.B.12 Incapacity Payments

Information on Incapacity Payments can be found at the following links.

How we calculate incapacity payments.

DVA Incapacity Policy Manual

4.B.12.1 Overview

Incapacity payments are economic loss compensation payments due to the inability (or reduced ability) to work, because of a service injury or disease. Incapacity payments are essentially the difference between the amount a person would normally earn in a week and the amount they are actually earning in a week following their injury. The basic formula to calculate a person's payments is normal (weekly) earnings minus actual earnings.

Incapacity payments can only be made where the Commonwealth has accepted liability for the medical condition causing the incapacity.

'Incapacity' does not mean the same thing as a 'disability' under the VEA. 'Incapacity' for the DRCA and MRCA relates specifically to the ability to engage in suitable employment. Incapacity is not determined on the basis of pain, suffering, functional loss or bodily impairment, except in so far as these have a direct and medically certified effect on the person's capacity to engage in suitable employment.

There are three key tests for eligibility for entitlements:

- Liability must be accepted for the condition that is rendering the person incapacitated for work;
- The client must be incapacitated as a result of the accepted condition, either totally or partially; and
- The client must have sustained a loss of income due to being incapacitated for work.

Any client in an approved rehabilitation program will receive incapacity payments as if they were totally incapacitated.

4.B.12.2 Incapacity for Work - Definitions

'Incapacity', for the purposes of the DRCA and the former Commonwealth compensation Acts, means '*incapacity for work*'.

Note: Incapacity for work under the DRCA refers to the work the person was doing ***prior to the injury that led to their incapacity***, while under the MRCA, incapacity for service or work refers to the service or work the person was doing ***prior to the onset of the incapacity***.

The word 'incapacity' is not specifically defined in the DRCA although s4(9) does establish an extended basis for determining whether a person has an 'incapacity for work':

> *"4(9) A reference in this Act to an incapacity for work is a reference to an incapacity suffered by an employee as a result of an injury, being:*
>
> a. *an incapacity to engage in any work, or*
>
> b. *an incapacity to engage in work at the same level at which he or she was engaged by the Commonwealth or a licensed corporation in that work or any other work immediately before the injury happened.*

The word 'injury' used in this definition is itself defined under s4. In short, it means only those injuries or diseases having a compensable nexus with employment.

4.B.12.2.1 Meaning of s4(9)(a) 'incapacity to engage in any work'

This type of incapacity is for:

- a period when a person is totally unable to work as a result of a compensable condition, or
- a person is seeking medical treatment during work hours for a compensable condition.

During each of these periods, irrespective of the duration, the person is unable to engage in any work.

Note: The AAT has rejected the argument that this phrase 'incapacity to engage in any work' at s4(9)(a) should be interpreted to mean that there is incapacity if there is any single form of work that the employee is unable to do. However, the proper interpretation is that there is incapacity for 'any' work if there is now no form of work that the employee is able to do.

4.B.12.2.2 Meaning of s4(9)(b) 'incapacity to engage in work at the same level'

Incapacity to engage in work at the same level is when a person, because of their accepted condition/s is:

- on a graduated return to work or unable to work pre-injury hours;
- unable to undertake specific duties;
- unable to work shifts or overtime; or
- redeployed to a lower paying position.

For example, a person might be unable to engage in work at the same level at which he or she was engaged before the incapacity because the person is unable to perform all of his or her previous duties or is unable to work his or her normal weekly hours.

4.B.12.3 Claims for Incapacity Payments

While DRCA requires that claims for compensation be made in writing on the approved claim form, but this refers to the initial claim for liability. Once liability has been accepted, there is no further legislative requirement to use a prescribed form. Claims for Incapacity payments can be made in any format, including in writing, by e-mail or even verbally (e.g. by telephone).

Since the introduction of the Needs Assessment process for DRCA clients (see B.11), most requests for Incapacity Payments are identified during that process.

Claims may also be submitted using Form D1360 Claim for Incapacity for Service/Work. Use of Form D1360 ensures that the Delegate has all of the information needed to determine eligibility for and calculate the amount of Incapacity Payments payable.

4.B.12.4 Power to obtain information from Defence

s151 of the DRCA enables the MRCC to obtain information from Defence in relation to:

- rank and pay level;
- pay-related allowances;
- medical documents; and
- career progression.

4.B.12.5 Power to request/seek medical information

Incapacity payments must be supported by medical evidence of incapacity for employment. s58 of the DRCA provides the legislative authority for the MRCC to request provision of a medical certificate, or other information, to support a claim for incapacity from the person making the claim. Alternatively, the Delegate may approach a person's treating doctor directly to obtain information. This may be required if the person is unable to do this themselves due to their medical condition.

In the circumstance where the person alleges incapacity due to an accepted condition but has neither a treating GP nor a treating specialist the delegate may choose a medical examiner under s57 of the DRCA.

s57 of the DRCA provides a Delegate with the power to require a person to undergo a medical examination for the purpose of assessing their entitlement to incapacity payments. If the person:

- refuses or fails to undergo the examinations; or
- in any way obstructs the examination;

without reasonable excuse then their entitlement to compensation (excluding treatment) may be suspended until such time as they undergo that examination. Alternatively the person may choose to withdraw their claim to avoid suspension.

4.B.12.6 Medical Certificates

Each period of incapacity for which payments are claimed must be supported by medical evidence to support the contention that the person is incapacitated due to their accepted condition/s.

Neither the DRCA nor MRCA defines what type of medical evidence is required to establish eligibility for Incapacity Payments. While minimum certification requirements have been developed by DVA, the Delegate must still determine what evidence is required in each case (i.e. GP, treating specialist or independent specialist). The following factors will be considered by the Delegate and may indicate that specialist evidence is required:

- Whether the person has psychiatric conditions, multiple injuries, sequelae conditions or whether there is contribution to the incapacity by non-compensable injuries.
- The time between the claim and the date of injury, date of transition or the last period of incapacity.
- The quality of the medical certification. Delegates are able to seek further justification for a medical certificate from its author or seek another opinion provided they have a reasonable basis for doing so.
- Any other relevant information i.e. evidence to suggest the person has left suitable employment for reasons other than their accepted injury but the person has a GP certificate

In most cases the medical opinion of the person's treating medical specialist is preferred (provided that the specialty is in the relevant field), though it may be appropriate to obtain advice from an Occupational Physician rather than a person's specialist.

More details on what is considered suitable medical evidence is available here.

4.B.12.7 Medical Transitions and ADF Medical Boards

A medical transition is an involuntary termination of the person's employment by the ADF on the grounds of permanent or at least long-term unfitness to serve, or unfitness for operational deployment.

Involuntary medical transitions from the ADF are made on the recommendation of a Medical Employment Classification Review Board (MECRB), which examines the member and also examines his/her medical record for the purposes of determining whether he/she is incapacitated in the long term, for Defence service. Following a recommendation to medically transition a person that member has the opportunity to appeal that decision, and to provide reasons why he/she should not be transitioned. This is an administrative matter involving only the person and the Department of Defence.

An fuller explanation of the ADF Medical Employment Classification Scheme (MECS) is available at here.

Note: Outdated terminology -MUFS - Medically Unfit for Further Service. The term 'Medically Unfit for Further Service' (MUFS) is no longer an official category although the term may be found on ADF medical and transition papers relating to most old medical transition cases. MUFS has generally been supplanted by the use of 'MEC 5' to denote an ADF member who has or will be medically transitioned.

Note: Outdated terminology - BMS - Below Medical Standard. BMS is now an obsolete term and is found only in old cases. During the period of its currency, it meant a mild, a partial or a temporary state of incapacity for a particular military employment and was equivalent to the present MEC 2 or MEC 3. The term BMS has never 'officially'

indicated a fitness category requiring involuntary medical transition from the ADF. Nevertheless, there are inconsistencies and some of the older medical documents use 'BMS' and 'MUFS' interchangeably.

4.B.12.7.2 Entitlement to Incapacity Payments immediately following medical (MEC 5) transition

On the basis of the loss of Commonwealth employment due to the medical transition, it is DVA policy to accept the MECRB decision for medical transition (that is related to an accepted service injury or disease) as medical certification of up to four weeks incapacity, from the date of transition.

However this 'default' authorisation of payment does not extend beyond the start-date of any civilian employment commenced during that same four-week period.

Important note: Following this four-week period, the person must, if payments are to continue, produce further medical certificates from their treating doctors, to demonstrate continuing incapacity for civilian work or be participating in a vocational rehabilitation plan.

The Separation Health Examination (SHE), listing medical conditions, will be used by the Delegate as evidence, in conjunction with the actual MECRB decision, bearing in mind that a MECRB decision may be made several months prior to the actual date of transition.

More information on how DVA deals with medical transitions is available here.

4.B.12.7.3 Veteran Payment

Where a member has lodged a claim with DVA for mental health conditions, they may be entitled to the Veteran Payment. The Veteran Payment is an interim payment that a member may receive while DVA assesses their claim.

Eligibility criteria are:

- has lodged a claim for a mental health condition under the DRCA,
- unable to work more than 8 hours a week,
- is below age pension eligibility age on the day that the claim for the mental health condition was lodged,
- is a resident of Australia,
- is in Australia when the claim for the mental health condition was lodged, and
- is below the income and asset test thresholds.

Single members receive the single rate of Veteran payment, while a members and partner both receive the Veteran Payment at the partnered rate.

More details on the Veteran Payment are available here.

4.B.12.8 Other Eligibility Issues

Other issues relating to eligibility for Incapacity payments are contained in the DVA Incapacity Policy Manual. These issues (and a link to them) are noted below.

Incapacity payments for periods of medical treatment

Incapacity payments to attend medical appointments (that are not treatment) is not payable

Two or more conditions, all potentially totally incapacitating

Where several conditions combine to produce incapacity

Incapacity overtaken or removed by a later injury

Dual eligibility under the VEA and DRCA or MRCA

Aggravations

Voluntary transition/Retirements to prevent further injuries

Incapacity payments when a person is not in employment

Retrospective periods (arrears) of incapacity

'Top-up' payments

Overseas residence

Incapacity payments and rehabilitation

Payments when a person is entitled to incapacity payments but the final amount payable is under investigation - interim payments

4.B.12.9 Calculating Incapacity Payments

Incapacity payments are essentially the difference between what a person would normally earn in a week, (called Normal Weekly Earnings (NWE) and the amount they are actually earning in a week (called Actual Earnings) following their injury.

Establishing a person's NWE or NE forms the basis for all incapacity payment calculations and is intended to be a representation of what the person could normally have expected to earn but for the injury. A person's NWE or NE is a notional amount.

4.B.12.9.1 Type of Service

NWE is always based on earnings from the period of ADF employment during which the injury occurred. Subsequent earnings from employment undertaken after transition from the ADF are not considered. The method to calculate NWE differs between serving and transitioned members and type of service giving rise to the injury.

The different types of service (Permanent Forces, Part-Time Reserve, Reservists undertaking Continuous Full Time Service, Cadets etc) the injury arose from will need to be established prior to calculating NWE.

A guide to how NWE is calculated for different types of services is available here.

4.B.12.9.2 NWE for Serving and Members

For serving members, NWE is based upon earnings at the date of injury, and not necessarily when incapacity for work first arises from the injury.

For a transitioned member, NWE will be taken to be the higher amount of earnings at:

- date of injury; or
- date of transition from the ADF.

4.B.12.9.3 Adjustments to NWE

- **Increments.** NWE will be adjusted in line with incremental pay advances that the person actually received, or would have received if not for their medical transition. An 'increment' means an automatic or periodic increase in payment on the basis of age, length or continuity of service. In the context of ADF pay scales it is an advance in pay within a pay group.
- **Promotions.** NWE will be adjusted in line with pay increases due to actual ADF promotions up until the date of transition. A person must actually be promoted in order to receive the increase to NWE.
- **Pay Rises – Serving Members.** NWE will be increased in line with increases to salary or allowances resulting from a change to the relevant award/determination/ industrial agreement etc. This means the ADF component of NWE is increased in line with military pay rises for serving members. The

civilian component of NWE (where applicable) will also be increased in line with current pay rates.

- **Pay Rises – Transitioned Members.** With effect 30 November 1995, an ADF pay restructure occurred which resulted in changes from pay levels to pay groups. If a person is transitioned prior to 30 November 1995, their rank and pay is adjusted on this date to align with the new pay groups. This change did not result in a reduction to a person's pay.
- **Indexation – Transitioned Members.** Prior to 1 October 2001, NWE was increased as per a serving member i.e. in line with military pay rises. Delegates must apply this method when paying a period of incapacity prior to October 2001. The DRCA was amended on 1 October 2001 to provide for a new method of calculating NWE for transitioned employees (the method for serving members did not change).

NWE of a transitioned member will now be increased annually on 1 July by reference to a statutory indexation rate, the Wage Price Index (WPI). After 1 October 2001 NWE is no longer changed in line military pay rises, instead a percentage increase is applied. The military pay scale relevant to a transitioned member is the military pay scale current on 1 October 2001 i.e. the ADF pay rate decision of 1 March 2001. This is then updated annually by the indexation rate commencing 1 July 2002.

- **Recruits, Officer Cadets and Apprentices.** If a person was injured during their initial training, NWE is established at the rank and pay level (plus allowances) they would have attained upon completion of that training, from the date they would normally have completed the training. This applies to recruits, officer cadets, apprentices and other trainees. This policy is applicable regardless of the method of transition of the person from the ADF.

4.B.12.9.4 Allowance types to include in NWE

The following types of allowances will be included in the calculation of NWE:

- allowances the person was actually receiving prior to the injury;
- allowances which are taxable (i.e. pay related allowances);
- allowances which continue to be paid during leave; and
- allowances which are paid in respect of specific skills or qualifications attained by the person (i.e. allowances paid for licences, tickets, certificates).

The following types of payments will **not** be included in the calculation of NWE:

- allowances for money spent (or likely to be spent) by the person on expenses (i.e. travel allowance, tropical clothing allowance);
- allowances that the person is not yet receiving i.e. a member who is injured whilst undertaking pre-deployment training and who cannot subsequently deploy because of that injury, cannot be compensated; and
- retention bonuses (these are not usually paid as an allowance but rather as a lump sum payment and are not considered allowances).

4.B.12.9 5 Actual Earnings or Ability to Earn (AE)

AE refers to the person's post-injury earning capacity. AE may be either an 'actual' amount that the person is currently earning, or a deemed amount in accordance with the person's ability to earn (for example in cases where the person is unemployed or underemployed for reasons other than the accepted injury).

AE is defined in s19(2) of the DRCA as the greater of the following amounts:

- the amount per week (if any) that the employee is able to earn in suitable employment; or
- the amount per week (if any) that the employee earns from any employment (including self-employment) that is undertaken by the employee during that week.

While NWE will remain relatively fixed, AE is likely to fluctuate considerably between periods of incapacity.

More details on issues that impact on AE calculations are available here.

4.B.12.9.6 Effect of Superannuation

s20, 21 and 21A provide for reduction of weekly payments where the person is in receipt of superannuation benefits (pension and/or lump sum) under a Commonwealth superannuation scheme and the person:

- is incapacitated for work as a result of an injury; and
- 'retires voluntarily, or is compulsorily retired, from his or her employment'.

The DRCA references superannuation benefits received from a 'superannuation scheme'. Generally it includes any superannuation scheme under which the Commonwealth makes contributions on behalf of a person.

The definition encompass those schemes applicable to defence members i.e. ADF Super/Cover; Military Superannuation and Benefits Scheme (MSBS); and Defence Force Retirement and Death Benefits Scheme (DFRDB) (including the Defence Force Retirement Benefits (DFRB)), as well as the Commonwealth Superannuation Scheme (CSS), the Public Sector Superannuation (PSS), and the Public Sector Superannuation accumulation plan (PSSap) - for those reservists engaged in Commonwealth employment.

Superannuation benefits may be paid in the form of a pension, a lump-sum benefit, or a combination of both pension and lump-sum benefit. Incapacity payments are reduced dollar for dollar by the Commonwealth-funded portion of the pension (a weekly amount). Lump-sum benefits are converted to a weekly amount before incapacity payments are reduced dollar for dollar by the Commonwealth-funded portion.

More information on the impact of superannuation benefits on Incapacity Payments is available here.

4.B.12.9.7 Taxation of Incapacity Payments

Incapacity payments are made as economic loss compensation by way of income replacement, as distinct from non-economic loss compensation such as for permanent impairment. Incapacity payments are generally linked to a person's pre-injury earnings and are taxable at the appropriate marginal tax rate prior to payment to the person. Instructions as noted on a person's Tax Declaration form must be followed.

Incapacity payments are generally taxable because they are income-related payments. However, where the earnings being replaced are non-taxable, so too are the incapacity payments.

4.B.12.10 Maximum Rate Compensation Weeks and Step-Up Formula

During the first 45 weeks of incapacity, Incapacity Payments are automatically calculated using the full amount of NWE. Beyond 45 weeks, the rate of compensation is dependent on the number of hours the person is working.

The DRCA contains provisions for calculating the rate of payment, depending on whether the person has accumulated less or more than 45 weeks of incapacity payments due to their accepted condition/s. Essentially, a person receives payment at a rate equal to 100% of their NWE (with reductions for earnings and Commonwealth-funded superannuation) for the first 45 weeks of payment (this is called a Maximum Rate Compensation Week.

After 45 weeks in payment an adjustment percentage is applied to the NWE, between 75% and 100%, depending on the amount of hours the person is in employment. Employment may be paid or part of a work trial via a rehabilitation plan.

Any period of incapacity for which the person receives compensation contributes to the calculation of their first 45 weeks. This includes periods in service and after transition. The 45 weeks is a cumulative total, and not necessarily derived from a continuous period of incapacity. Periods that are less than a week contribute also to the total period of incapacity.

Under the DRCA, a person will have an entitlement to 45 maximum rate compensation weeks for each injury. Under the MRCA a person only ever gets a total of 45 maximum rate weeks, irrespective of which injury causes their incapacity for work.

Step-Up Formula after 45 Weeks

% of Normal Weekly Hours Being Worked*	Adjustment Percentage
Nil	75%
25% or less	80%
> 25% but </= 50%	85%
> 50% but </= 75%	90%
> 75% but </= 100%	95%
100% or more	100%

* DRCA Normal Weekly Hours = 36.75 hours

4.B.12.11 Reduction, Suspension and Cessation

Reduction when Maintained in Hospital. s22 of the DRCA provides that where:

- a person is receiving incapacity payments; and
- as a result of their service injury or disease is being maintained in a hospital, nursing home or similar place/institution; and
- has been a patient of that institution for a continuous period of at least one year; and
- has no dependants;

their incapacity payments may be reduced. The amount of payment must remain at least at one-half of what the person is otherwise entitled to receive. The person's future needs and expenses and the length of time they are likely to be maintained in a hospital or similar must be considered before reducing payments.

The amount of compensation will not be reduced where the person has any dependants, dependent young persons or has a dependent young person in the care of another person.

Suspension. A person's right to compensation can be suspended under s57(2) of the DRCA if the person refuses or fails to undergo an examination without reasonable excuse. Under s37(7) of the DRCA, a person's right to compensation may also be suspended where they fail or refuse to undertake a rehabilitation program, without reasonable excuse. Medical treatment is exempted from the suspension.

Cessation when Imprisoned. s23(2) of the DRCA states the Commonwealth is not liable to pay compensation for a week to a person who is incapacitated for work if the person is imprisoned for the week in connection with his or her conviction of an offence. This section are triggered only if the person is:

- convicted, and

- imprisoned in connection with that conviction.

Cessation at Age Pension Age. s23(1) of the DRCA provides that weekly incapacity compensation is not payable to a person who has reached age pension age. However other forms of compensation (e.g. medical expenses, permanent impairment, household care) still continue to be payable.

Note. Former Employees under the DRCA may continue to receive incapacity compensation after age pension age, at a reduced rate calculated under s134.

Note. Incapacity payments may continue past age pension age where the person was injured after reaching an age that is 2 years before age pension age. In these circumstances, s23(1A) of the DRCA provides that incapacity compensation may be paid for a maximum of 104 weeks (whether consecutive or not) after injury.

Note: From 1 Jul 2017, age pension eligibility age increases to 65.5, and increases by 6 months every 2 years until reaching 67 on I Jul 2023.

Redemption of Small Amounts. Small amounts of incapacity payments may be converted to a lump sum payment. This is referred to as a 'redemption' under the DRCA and is at the discretion of the DVA Delegate. The intention of the redemption provisions is to reduce the cost to the Commonwealth of administering small weekly payments and to provide the person with the benefit of access to a lump sum rather than a relatively small weekly benefit. A redemption has the effect of 'buying out' liability to make future weekly compensation payments. It does not affect liability to pay any other compensation under the Act.

4.B.13 Permanent Impairment (PI)

4.B.13.1 Introduction

Permanent impairment (PI) is the effect of injury or disease on a part of the body (arms, legs, back etc) or on a bodily system such as the digestive, psychological or reproductive system. DCPs are not paid for such impairments under the DRCA. Compensation is paid in the form of lump sums for the effect of the impairment.

In addition, an amount can be awarded for what is known as 'non-economic loss' (NEL) caused by the impairment. NEL is awarded for lifestyle effects such as pain and suffering, loss of enjoyment of life and the loss of previously enjoyed sporting or recreational activities that may not be possible due to the impairment. The amount payable is determined in consultation with the injured member.

4.B.13.2 Approved Guide

PI is assessed in accordance with the 'Guide to the Assessment of the Degree of Permanent Impairment' (PIG). The PIG is approved and maintained by Comcare Australia, the Australian Government workers' compensation insurer. Claims submitted after 1 April 2023 will be assessed under a new version of the PIG released by the Military Rehabilitation and Compensation Commision (MRCC) specifically for DRCA claims. A copy of the revised PIG is available on CLIK and can be accessed here.

The revised PIG consists of three Divisions:

- Division 1 is used to assess the degree of an employee's permanent impairment resulting from an injury.
- Division 2 is used to assess the degree of an employee's non-economic loss resulting from impairment.
- Division 3 is used to calculate the total compensation entitlement from permanenant impairment and non-economic loss.

The PIG was developed using a Whole Person Impairment (WPI) concept drawn from the American Medical Association's (AMA) Guide, and expresses the extent to which impairment affects the functional capacity of a normal healthy person. This was based on

the principle that a healthy person has 100% functionality and any impairment reduces that 100% by a nominated percentage as identified by the tables appropriate to the condition. However, subsequent court decisions must be considered in determining which impairment values are combined and which must be assessed separately.

Almost any impairment can be assessed under that PIG. If it cannot, then the DRCA provides that another guide, such as the AMA Guide, can be used to assess the degree of impairment.

A link to the current version on the Guide is available under the DVA Legislation tab here.

4.B.13.3 PI for Impairments prior to 1 December 1988

Although coverage under the DRCA came into operation on 1 December 1988, it is still possible to award lump sum compensation for many impairments that may have occurred before that date.

The 'transitional provisions' of the DRCA ensure that if compensation was payable in accordance with a previous Australian Government workers' compensation Act (1930 Act or 1971 Act), then the same amount of compensation continues to be payable under the DRCA.

Both old Acts worked on a Table of Maims identifying the specific injuries for which compensation could be paid. As opposed to the Whole Person Concept under the 1988 DRCA, the 1930 and 1971 Acts used a 'loss of efficient use' measurement to identify the impact of the injury and determine the amount of compensation.

Because some kinds of injury or medical conditions (such as spinal injuries and psychological conditions) were not listed on the Table of Maims, compensation was not payable, and only became payable after the DRCA was introduced. It is not possible to award lump sum compensation for such injuries/conditions where the impairment occurred before 1 December 1988. Similarly, lump sum compensation for non-economic loss is not payable where the impairment occurred before that date.

4.B.13.4 Important PI Concepts

Injury. s5A of the DRCA defines an 'injury' as:

- a disease suffered by an employee; or
- an injury (other than a disease) suffered by an employee, that is a physical or mental injury arising out of, or in the course of, the employee's employment; or
- an aggravation of a physical or mental injury (other than a disease) suffered by an employee (whether or not that injury arose out of, or in the course of, the employee's employment), that is an aggravation that arose out of, or in the course of, that employment;

but does not include a disease, injury or aggravation suffered as a result of reasonable administrative action taken in a reasonable manner in respect of the employee's employment.

Disease. s5B defines 'disease' (which is encompassed in the definition of injury above) as:

- an ailment suffered by an employee; or
- an aggravation of such an ailment;

that was contributed to, to a significant degree, by the employee's employment by the Commonwealth or a licensee.

Note. 'Material degree' prior to 13 Apr 07.

Impairment. Impairments must be caused by accepted injuries to be compensable. s4 of the DRCA defines an 'impairment' as:

"the loss, the loss of the use, or the damage or malfunction, of any part of the body or of any bodily system or function or part of such system or function."

Permanent. Compensation may not be paid under s24 or s25 of the DRCA unless the impairment which is the subject of the claim is 'permanent' which is defined in s4(1) as meaning 'likely to continue indefinitely'. s24(2) states:

"For the purpose of determining whether an impairment is permanent (the MRCC) shall have regard to:

- the duration of the impairment
- the likelihood of improvement in the employee's condition
- whether the employee has undertaken all reasonable rehabilitative treatment for the impairment, and
- any other relevant matters.

Stable. Note that whether an impairment is 'permanent' is a separate issue from whether it is 'stable'. s25 of the Act clearly envisages that the degree of an impairment may increase over time, even though it is already permanent. If an impairment is likely to improve to a point where it will resolve through the natural healing process or medical or surgical treatment, it cannot be regarded as permanent. In cases where improvement can be expected, assessment of that impairment should be deferred, and the claim reviewed at a later time, in line with medical opinion as to when the condition has reached a stage where it is likely to continue indefinitely at that improved level.

Date of Impairment - Injury. Essentially, it is matter of fact and medical opinion when an impairment becomes permanent. In most cases, the date of permanence is the date of injury, or shortly thereafter (i.e. there is a certain degree of medical inevitability that once the injury has been sustained, the impairment is present and will remain so even though the degree may vary). In some cases it will not be clear whether the impairment will become permanent until medical treatment and rehabilitation has been completed. However, even in such cases, the evidence may point to the date of permanence being the date of injury.

Date of Impairment – Disease. s7 contains provisions relating to diseases only. Note that s7(4) states the date of injury for a disease is the date an employee first sought medical treatment or the date the disease resulted in incapacity or impairment.

4.B.13.5 Importance of Date - Permanent and Stable

The date an injury occurred, and the resulting impairment became permanent and stable, is of crucial importance in determining whether the impairment is assessed under the DRCA or under its predecessors, the 1971 Act and the 1930 Act:

- if the impairment relates to service prior to 1 July 2004 and became permanent on or after 1 December 1988 (except for hearing loss, where special rules are applied) – the DRCA applies;
- if the impairment became permanent on or after 1 September 1971 and before 1 December 1988, the 1971 Act applies;
- if the impairment became permanent on or after 3 January 1949 and before 1 September 1971 – the 1930 Act applies.

Impairments relating to service on or after 1 July 2004 come under the MRCA and not the DRCA.

4.B.13.6 Calculating the Degree of Impairment

4.B.13.6.1 General

PI is assessed in accordance with the 'Guide to the Assessment of the Degree of Permanent Impairment' (PIG). For Defence-related claims, Part 2 Division 1 is used.

Evaluation of whole person impairment is a medical appraisal of the nature and extent of the effect of an injury or disease on a person's functional capacity and on the fundamental activities of daily living.

It is structured by assembling detailed descriptions of impairments into groups according to body system and expressing the extent of each impairment as a percentage value of the functional capacity of a normal healthy person. Thus, a percentage value can be assigned to an employee's impairment by reference to the relevant description in the Guide.

Under the Guide, a zero rating would represent normal health or well-being while a 100% rating would, in effect, represent death [note that as injuries are now assessed separately in most cases, this is only the case in practice when the 100% rating derives from a single injury]. The loss of a middle finger is rated at 10%, loss of half normal range of knee movement 30%, and blindness 85%.

4.B.13.6.2 Minimum Thresholds

Under s24(7), compensation for permanent impairment is not payable unless the degree of whole person impairment must be at least 10%.

Under s24(8) impairments excepted from the 10% requirement are impairments of the:

- fingers,
- toes,
- sense of taste, and
- sense of smell.

This exclusion from the 10% threshold requirement applies equally to initial assessment and any ongoing reassessment for increase in PI compensation.

Note that s24(7A) provides that hearing loss is also subject to a reduced threshold (2.5% WPI) if the date of injury is on or after 1 October 2001.

4.B.13.6.3 Use of Tables in Part 2 Division 1

Where there is a choice between two tables for the same impairment, the table which is most favourable to the client must be selected. This principle is drawn from the Federal Court decision in Whittaker v Comcare (1998) FCA 1099, where the same impairment from a soft tissue injury involving a joint was assessable under both table 9.2 and table 9.5.

A single injury may give rise to several or many impairments. In these cases, where the impairments alone do not meet the definition of a discrete injury, a score is determined for each impairment under the appropriate table, and then the Combined Values Chart in Part 2 Appendix 1 is used to derive a combined WPI figure (CWPI) for the purposes of calculation of compensation for permanent impairment under s24 and for non-economic loss under s27.

Since the ***Canute*** decision, the situation above (single injury giving rise to several impairments) is the only situation in which a Delegate can combine WPI scores under the DRCA. Where there are discrete injuries, including injuries arising from the original injury (sequelae), they must be treated as separate injuries for all compensation purposes: they are not combined and will need to meet the 10% threshold on their own to be compensable.

The ***Fellowes*** decision also made it clear that the impairment arising from each injury must be assessed separately and in isolation, even when using a table that assesses impairment on a functional basis. If the same functional table is used to assess the impairments arising from two or more separate injuries, a separate assessment must be conducted for each injury using that table, rather than assessing the injuries together.

If the impairment under investigation is of a kind that cannot be assessed in accordance with the provisions of the PIG, reference can be made to the provisions of the current AMA Guides in making the assessment. Note, however, that the AMA Guides are to be used only

in very rare cases (including, in some cases, for assessment of fingers or toes in place of Tables 9.4 or 9.5) in consultation with an approved medical provider.

4.B.13.6.4 Guidance on use of Specific Tables

Guidance on DVA policy in relation to some specific conditions are provided in the DRCA Permanent Impairment Handbook Chapter 5.3. These specific conditions are listed below.

Psychiatric Conditions - Table 5

Ear, Nose and Throat Disorders - Table 7

Table 8.1. and Irritable Bowel Syndrome Claims

Musculo-Skeletal Disorders - Table 9

Neurological Disorders - Table 12

Miscellaneous - Table 13

4.B.13.6.5 Combined Values Chart

The combined WPI (CWPI) is a percentage figure, which is the result of the combination of two or more WPIs using the Combined Values Chart (Part 2, Appendix 1) in the PIG.

As previously discussed, the High Court decision in ***Canute*** must be considered when determining which impairment values, if any, should be combined. The discussion of combined values in the 'Principles of Assessment' in the Approved Guide can no longer be applied to most cases.

Canute states that there should be a separate assessment of the degree of permanent impairment resulting from each separate injury suffered by a person. This includes injuries that arise from, occur subsequent to, or are caused by the initial injury or associated treatment. Post-***Canute***, the only scenario where impairments would be combined using the combined values chart is where a single injury resulted in multiple impairments e.g. a single spinal cord injury resulting in the loss of function of the lower extremities, loss of urinary and reproductive functions.

There is a distinction between multiple injuries and multiple impairments. Multiple injuries, even if they arise from the same event, are **not** combined. This must be determined on the basis of the medical evidence.

4.B.13.6.6 Using the Combined Values Chart

Where it is determined that two impairments are to be combined, use the Combined Values Chart to calculate what the combined percentage is, expressed as one figure.

Down the left side (row) of the chart is one set of figures and along the bottom (column) are others. Use the left side (row) figures for the condition that has the greater WPI. The bottom (column) side is used for the other, lesser WPI. The figure shown where the row and column intersect is the combined WPI for the two conditions.

It is important to understand that CWPI is not a simple addition of two or more WPIs; the effect of the use of the Combined Values Chart is to derive a CWPI value that is less than an addition of the constituent WPIs. As an example of this, the combination of a WPI of 15 under Table 10.2 (Lower Urinary Tract) and a WPI of 10 under Table 11.1 (Male Reproductive System) results in a CWPI of 24 under the Combined Values Chart.

Where there are more than two impairments, carry out the above process for the two highest WPIs. Determine what the combined figure is, and then use that combined figure and the next highest WPI for a total combined percentage. Continue this process until all impairments have been included. The final figure is the CWPI.

4.B.13.6.6 Calculation of PI Lump Sum

The PI Lump Sum Component is calculated by multiplying the percentage of WPI (or CWPI where applicable) by the current Maximum Lump Sum for Permanent Impairment.

4.B.13.7 Calculating Compensation for Non-economic Loss (NEL)

s27(1) provides that a member to whom compensation is payable under s24 is also entitled to lump-sum compensation in respect of non-economic loss suffered as a result of the injury or impairment. This amount cannot be paid separately as it forms a component part of the total lump sum payment. It is not possible, therefore, to compensate for the effects of pain and suffering alone.

Non-economic loss can only be assessed in conjunction with the permanent impairment lump sum for whole person impairment. If there is no lump sum payable for whole person impairment, then there is no entitlement to a lump sum in respect for the non-economic loss.

The amount of compensation payable is divided into two equal amounts called NEL A and NEL B (indexed annually under s13):

The amount of compensation is an amount assessed under the formula:

(NEL A x **A**) + NEL B x **B**)

where:

A is the percentage finally determined under s24 to be the degree of permanent impairment of the employee from that injury, and

B is the percentage determined under the Approved Guide to be the degree of non-economic loss suffered by the employee from that injury.

The **'B'** percentage is determined under Part 2 Division 2 of the PIG and is based on the scores under the following tables, combined in accordance with Tables 5 and 6:

- Table 1 - Pain and Suffering
- Table 2 - Loss of Amenities
- Table 3 - Other Loss
- Table 4 - Loss of Expectation of Life
- Table 5 - Combined Value Calculation
- Table 6 - Final Calculation
- 4.B.13.7.1 NEL Scores

NEL scores are usually established during an interview process between the assessing medical practitioner and the client. However, there are some occasions where the client will complete the form independently of a doctor or with their Advocate's assistance.

Some clients may have a tendency to exaggerate the effects of the impairment while others may adopt a stoical attitude and downplay the real effects of pain from their impairments upon their lifestyle.

The assessing doctor and the client will usually indicate whether there is disagreement or a discrepancy in the scores arising from the interview process.

The Delegate must be satisfied that the NEL scores appear reasonably proportionate to the condition suffered. For instance, a high pain rating may be accompanied by evidence of a proportionate use of pain relief remedies such as medication, massage etc.

The Delegate must also be satisfied that the pain is due to the compensable condition that is being assessed and is not contributed to by other factors. Any adjustments made to NEL scores must be explained and documented on the file and in the determination.

4.B.13.8 Current PI and NEL Amounts

Current PI, NEL A and NEL B amounts can be found on here.

Click on the Current Payments Rate date, select DRCA and Defence Act Payments, then scroll down to the current NEL A and NEL B amounts.

EXAMPLE DRCA PI CALCULATION

A client submitted a claim for PI for a knee condition. Liability has been accepted under the DRCA. The date of injury was 21 March 23. WPI for the knee has been assessed at 20% under Table 9.2 of the PIG.

DRCA PI Amounts as at 20 March 23 were:

- Maximum Lump Sum PI $204,880.70
- Maximum NEL A Component $38,415.15
- Maximum NEL B Component $38,415.15

An assessment of non-economic loss was conducted in conjunction with the client's GP. Agreed scores (accepted by the Delegate) were:

- Pain 2
- Suffering 2
- Mobility 3
- Social Relationships 2
- Recreation and Leisure Activities 3
- Other Loss 0
- Loss of Expectation of Life 0

Calculation of NEL Score

Pain and Suffering	(2 x .5) + (2 x .5) =	2
Loss of Amenities	(3 x .6) + (2 x .6) + (3 x .6) =	4.8
Other Loss	(0 x 1) =	0
Loss of Expectation of Life	(0 x 1) =	0
	Total	**6.8**
NEL %	(6.8/15) x 100 =	**45.33%**

Calculation of Lump Sum PI Payment

WPI Component	20% x $204,880.70=	$40,976.14
NEL A Component	20% x $38,415.15=	$7,683.03
NEL B Component	45.33% x $38,415.15 =	$17,413.59
TOTAL LUMP SUM		**$66.072.76**

4.B.3.9 Calculating PI under 1930 Act

Information on calculating PI payments under the 1930 Act are available in the DVA DRCA Permanent Impairment Handbook.

4.B.13.10 Calculating PI under 1971 Act

Information on calculating PI payments under the 1971 Act are available in the DVA DRCA Permanent Impairment Handbook.

4.B.13.11 Hearing Loss Claims

Loss of hearing may be defined as *"the inability to hear pure tones defined by their frequency and intensity."*

Claims for hearing loss are among some of the most complex permanent impairment claims. Hearing loss claims:

- may result from years of exposure to noise, pre and post the DRCA
- can involve tinnitus (ringing in the ears)
- liability may overlap different employers, before and after Defence service.

Entitlement to compensation for hearing loss, the amount of compensation paid, and the Act under which it is paid, is affected by a number of factors:

- the date of injury (i.e. date of first medical treatment/date of first hearing test showing hearing loss);
- the date of last exposure to noise;
- the percentage of binaural loss of hearing (PHL) suffered;
- whether the period of hearing loss is affected by the transitional provisions (i.e. injury commenced before the 1971 Act was repealed on 1 December 1988). Hearing loss claims in this category may be affected by a special policy for a 1988 hearing claim to be treated under the 1971 Act;
- whether the period of hearing loss includes any period after the commencement of Part 9 of the Safety, Rehabilitation and Compensation and Other Legislation Amendment Act 2001 (the SRCOLA Act) on 1 October 2001.

Details of these factors can be found in the DVA DRCA Permanent Impairment Handbook.

4.B.13.12 Payment of PI Compensation

Where there is an amount of compensation payable to a client under s24 or s25, the Commission has 30 days to make payment from after the date of the assessment of the amount. Once a final amount has been assessed and the client has had reasonable timeframe (eg. 21 days) to consider the s45 election option, payment will be expedited to meet the 30-day deadline. Should an interim payment be approved, only the s24 amount (i.e. compensation for the body part, function or system) is paid. No NEL payment is paid until such time as a final determination is made under s25.

If the compensation payment is delayed beyond the 30 days then, under s26, interest is payable from the day the 30-day period elapses to the date of the payment. The interest rate payable is the "weighted average yield of 3-month Bank Accepted Bills/Negotiable Certificates of Deposit, over 3 months, as published by the Reserve Bank of Australia, settled immediately prior to the last day of the thirty-day settlement period".

4.B.13.12.1 Election to reject an offer of compensation and institute civil proceedings for damages

Once a calculation of compensation payable is made, a letter of offer is sent to those clients with compensation offsetting impacts and a determination letter to all other clients.

It is at this time that the client may decide to choose to reject the compensation and institute civil proceedings for damages against the Commonwealth. This is known as the s45 Election, with there being no legislative requirement for the client to make this optional election unless they intend to pursue civil proceedings against the Commonwealth. In the strict letter of the legislation, once a decision to institute civil proceedings is made in writing and provided to the Commission, it is irrevocable. Equally, once a Permanent Impairment payment is paid then a s45 election for that condition is no longer available to the client.

For clients that receive an offer (as they have compensation offsetting/recovery considerations) notional clearances are sought from the VEA benefits part of the Department. The client will be "offered" an "estimate" lump sum of PI compensation payable with the letter also outlining the impacts of any applicable VEA compensation offsetting/recovery. The client can, at any time before the PI lump sum is paid, advise that they wish to institute civil proceedings under s45 as outlined above. If the client makes this election to sue, their eligibility to receive PI for that condition ceases permanently.

4.B.13.12.2 Interim Payments

An interim payment of compensation for PI can be made where the impairment is 10% or more but a final assessment of the degree of impairment has not been made (e.g. because the degree of impairment is not yet stable).

When a further assessment is made (whether a reassessment or a final assessment), the amount already paid on an interim basis is deducted from the new total compensation entitlement.

Payment of interim lump sum payments under s25(1) requires a specific written request from the client. An interim lump sum payment could only be paid in such circumstances were the client has had the opportunity to complete and return the s45 election form. This is usually 21 days from when the client is sent the interim lump sum determination letter and allows time for the client to consider the s45 election. The letter will indicate that the PI interim lump sum will be paid by default between 21 - 30 days unless the client advises otherwise.

4.B.13.12.3 Clearances

The DRCA recognises that some members of the Defence Force may have an entitlement to compensation under the DRCA and also under the VEA or the MRCA. However, in such cases, s115 of the DRCA, Division 5A in Part II of the VEA and s74 of the VEA come into operation to prevent double payment of compensation.

Before a payment of PI compensation is made, the delegate must ensure that all relevant clearances have been received.

Where a client is in receipt of a VEA DCP for any condition, a clearance must be sent to the Offsetting and Manual Payments team to determine whether offsetting applies.

Compensation offsetting under the VEA is the process of reducing one compensation payment in recognition of another compensation payment for the same incapacity. Incapacity means the overall effect of an injury or disease. The same injury or disease accepted under the VEA may be medically diagnosed in a different way when accepted under the DRCA. If the DRCA condition contributes to the same incapacity as the VEA condition, then offsetting applies. The underlying principle behind these provisions is that a person should not be compensated twice for the same incapacity, when a person in a similar circumstance can only receive one source of compensation if only eligible from that source. It is up to the Offsetting and Manual Payments team to determine whether the incapacity is the same.

A dual entitlement is unlikely to arise in the following cases:

- Reservists,
- Cadets,
- ADF members with only part-time service, or
- ADF members who enlisted after 7 April 1994.

A dual entitlement may exist in the following cases:

- ADF members with known operational, peacekeeping or hazardous service,
- ADF full-time members who enlisted before 7 April 1991, and

- ADF full-time members who enlisted between 7 April 1991 and 6 April 1994 and were medically transitioned.

It should be noted that while s115 of the DRCA and s74 of the VEA operate to prevent double payment of compensation in respect of the same injury, no similar arrangements are in place with respect to SIA payments made under the Defence Act. Also, no similar provisions exist in the DRCA to prevent payments both under s24, s25 and s27 of the DRCA and the *Social Security Act 1991*. For this reason, PI payments do not need to be cleared with Services Australia.

Should a DRCA condition be aggravated by MRCA service (i.e. eligible service after 1 July 2004) then the aggravated component is considered to be a MRCA condition e.g. medical treatment comes under the MRCA. The operation of Chapter 25 of GARP M allows for injuries already compensated under the DRCA to be offset against the overall impairment and resultant payment under the MRCA PI provisions.

4.B.13.13 Other PI Issues

4.B.13.13.1 Further Lump Sum Payments

Where a client has received a previous determination of a PI claim and their degree of whole person impairment subsequently increases by at least 10%, they may request a reassessment of their accepted condition to see if an additional lump sum is payable.

Example 1. A client received 10% under the relevant table 2 years ago, and today their degree of whole person impairment has been assessed at 20%. The client can apply for a further lump sum compensation and will in all likelihood receive an additional sum for their impairment. The amount previously paid will be deducted from the new calculated amount payable.

Example 2. A claim for PI was disallowed 2 year ago because the degree of impairment was not 10%. The condition has deteriorated to the point where it would now meet the required threshold. They, or their representative, can ask for the case to be reassessed.

4.B.13.13.2 Multiple Impairments Arising from One Incident

A High Court decision (Canute) clarified that where a service-related incident results in a number of injuries, each injury is assessed as a separate injury, each of which must satisfy the required threshold of 10% degree of impairment (excluding those conditions outlined in s24(7A) and s24(8) of the DRCA - hearing, fingers, toes, taste and smell).

Note that separate non-economic loss calculations must also be made for each condition.

Example. A motor vehicle accident resulted in a member sustaining injuries to the left ankle, right wrist and back. Each injury must be assessed as a separate condition and each must meet the 10% threshold. If none of the separate conditions result in a 10% permanent impairment, no payment can be made. If all of the conditions met the threshold, the member would receive three separate PI payments, including separate NEL amounts.

4.B.13.13.3 Permanent Impairment Claims when a Client is Deceased

If a client has made a claim for a PI lump sum prior to their death, but dies prior to the claim being resolved, the claim will continue and will be determined. Once the claim is lodged the client's death does not prevent the claim being determined.

However, if the client dies prior to determination, the lump sum is paid in respect of the permanent impairment injury only, the act does not provide for a non-economic loss payment to be made in these circumstances.

If the client has not applied for a lump sum payment in respect of his condition prior to his death, there can be no claim retrospectively.

4.B.14 Household Services

Household services are provided to members and former members of the Australian Defence Force (ADF) who have incapacitating DRCA or MRCA accepted medical conditions that mean they are unable to manage household tasks themselves.

Household services are provided to minimise the impact of injury, disease and illness on a member's or former member's ability to manage and maintain their household. Household services can be provided on a short-term basis, for example, while they are recovering from surgery, or for a longer period to support their ongoing requirements.

Household services may include meal preparation, cooking, cleaning, laundry, ironing, shopping, lawn mowing and gardening. Home maintenance services, such as painting, decorating, repairs, plumbing and electrical work, cannot be provided. Other services, such as car cleaning, and packing and unpacking boxes as part of moving house, are not considered household services.

More information of Household Services is available here.

4.B.15 Attendant Care

Attendant care services are provided to assist members and former members who have incapacitating DRCA or MRCA accepted medical conditions, which make it difficult for them to manage their own personal care.

Attendant care services cannot be provided if the member and former member is receiving care in a hospital, a care facility or a similar institution. For example, if they are in hospital or respite care, then they will not be eligible to receive attendant care services for the period they are away from home.

Attendant care services can include assistance with personal hygiene (bathing and toileting), grooming, dressing, feeding, and depending on the member's and former member's requirements, assistance with living as full a life as possible after a severe injury.

Attendant care services can be provided for a short period, for example, where a person is recovering from surgery; or for a longer period to meet ongoing needs. Attendant care services are separate to household services, medical or surgical services, and nursing care.

More information of Attendant Care is available here.

4.B.16 Catastrophic Injury or Disease

Provisions relating to catastrophic injuries (and diseases) were introduced under the MRCA and the DRCA in recognition of the fact that individuals with severe injury and/or illness often require higher than usual levels of support at home. Accordingly, members and former members of the Australian Defence Force (ADF) with catastrophic injuries under the DRCA or the MRCA are now entitled to receive all household and attendant care services reasonably required, without regard to the statutory limits that would ordinarily apply.

Satisfying the definition of catastrophic injury is not, however, a guarantee that individuals will receive higher levels of household and attendant care services. Those services will be provided on a needs basis subject to an assessment of individual circumstances.

More information on catastrophic injuries or diseases is available here.

4.B.17 Severe Injury Adjustment

The Black Hawk helicopter accident of 12 June 1996 focussed attention on the levels of compensation for the dependants of those killed as well as the severely injured. An inquiry into compensation for the members of the ADF resulted in the following changes:

- **Severe Injury Adjustment (SIA).** For the severely injured who suffer specific injuries, an additional permanent impairment lump sum is payable under the *Defence Act 1903* (Defence Act).

- **Additional Death Benefit (ADB).** If an ADF member who dies is survived by a spouse and/or children, a lump sum is paid in addition to the DRCA lump sum for the spouse, and an additional lump sum for each dependent child at the time of the death (both payable under the *Defence Act 1903* (Defence Act).
- payment for financial advice for those in receipt of the SIA or ADB,
- access to the Veterans' Children Education Scheme guidance and counselling services for the children of the severely injured and the children of those who die in compensable circumstances, and
- access to the Veterans and Veterans Families Counselling Services (VVCS) for all ADF members and their families.

The SIA and the ADB are not subject to offsetting against any VEA pension. The SIA may be payable when the client is medically assessed as having an 80% or more whole person impairment and the injury is affecting the brain or spinal cord of a person. The injury must result in quadriplegia, paraplegia, hemiplegia, an organic brain syndrome, chronic blindness or a condition of similar effect.

The client does not have to apply for these benefits. When a client is assessed as having 80% whole person impairment, the claim assessor will automatically assess their entitlement to these additional benefits.

The changes operated from the start of the Military Compensation Scheme (7 April 1994) although the SIA and ADB are only payable in relation to DRCA service on or after 10 June 1997 and before 1 July 2004. The payment rates are subject to indexation on 1 July each year.

Authority for paying the SIA, the ADB and the payment for financial advice is contained in Defence Determination 2005/15. The Determination applies to injuries or deaths occurring on or after 10 June 1997 (the date of the Government's decision to increase the compensation benefits) and before 1 July 2004. For deaths or injuries occurring between 7 April 1994 and 9 June 1997 the increased benefits were paid on an ex-gratia basis.

More information of the SIA are available in the DVA DRCA Permanent Impairment Handbook.

4.B.18 Compensation Following Death

4.B.18.1 Overview

The DRCA and its predecessors all provide benefits in cases where the death of a member or former member results from ADF service. For the purposes of establishing a nexus with ADF service, death may be considered a special sub-set of injury, and the considerations outlined in the 'Liability' section of this chapter (4.B.5) should be applied to determine whether the death is compensable.

This section provides guidance with respect to deaths occurring under the DRCA – and also to deaths under the 1971 and 1930 Acts, although claims for deaths under the previous Acts are, in practice, rare.

Note. More information on claims following death for the previous Acts can be found at the following:

1971 Act

1930 Act

The main DRCA provisions for compensating service-related deaths are contained in s17, with secondary entitlements at s18 and s16.

- s18 provides for reimbursement of funeral costs, up to a maximum specified sum.

- s16 requires the Commonwealth to meet any medical costs for treatment that preceded the death, and also contains a provision for the Commonwealth to meet the costs of transport of the body.

s17 of the DRCA provides the principal death benefit. s17 '*applies where an injury to an employee results in death*' and provides for a single lump sum which is to be divided among 'dependants' of the deceased. 'Dependant' is a term defined by the Act. In brief, it means a family member who was, at the time of death, dependent for financial support on the deceased. If there is no such person reliant on the employee for economic support, no lump sum compensation is payable.

On occasion there may be several 'dependants' who were all financially 'dependent' upon the deceased to a greater or lesser degree. Where there is one or more person who was wholly dependent on the deceased, only those persons are entitled to compensation. Where there were no persons wholly dependent on the deceased, those who were partly dependent may be entitled. The Act also provides that a spouse living with the employee immediately before the death is deemed to be 'wholly' dependent regardless of independent income. This means that in practice, most DRCA lump sums are paid to the spouse and, where relevant, divided between the spouse and any wholly dependent children.

However other cases may be less clear-cut and s17(8) gives DVA Delegates the discretion to divide and disburse the lump sum as appropriate in the circumstances.

s17 also provides for a small fortnightly payment to be paid for dependent children up to the age of 16 years (or to age 25 if a full-time tertiary student with some limitations). These amounts are indexed against inflation.

In 1997, following the 'Inquiry into Military Compensation arrangements for the Australian Defence Force', dependants of deceased ADF employees became entitled to an Additional Death Benefit (ADB) payable under the *Defence Act 1903* (Defence Act). This ADB amount is a supplement to the DRCA lump sum and is only payable if the DRCA lump sum is also payable. DRCA delegates in DVA are therefore also delegates of the Defence Act for the purposes of administration of the ADB.

For deaths occurring since 10 June 1997, the Defence Act provides an additional lump sum to the compensation payable under the DRCA, giving a higher figure to the spouse. In addition, there is a lump sum component payable in respect of each financially dependent child.

Note. Neither the DRCA (nor any of its predecessors) nor the Defence Act provide for a widow's/widower's pension. Only the VEA and the MRCA provide a widow's/widower's pension in respect to the death of an ADF member. Some individuals may be entitled to claim for the employee's death under both the DRCA and the VEA. However, the decision to accept the DRCA 'Death' lump sum has the potential to end any entitlement to the VEA widow's/widower's pension. In those dual entitlement circumstances, the client must be offered a clear choice of scheme and be made aware of the consequences of that choice.

4.B.18.2 Injuries resulting in Death

Note that the s17 entitlement relates to *'an injury* which results in death. As defined by s4, 'an injury' means a compensable condition, i.e. one that arose out of or in the course of Defence service or a disease to which that Defence service had made a material contribution (or, for a disease with a deemed date of injury on or after 13 April 2007, to which that Defence service had made a significant contribution). The required nexus between employment and death is, therefore, exactly the same as that which applies to all other liability claims.

The words 'injury' and 'results in' should **not** be taken to mean that the section relates only to physical injuries which only prove fatal at a later time. s17 in fact applies to all deaths,

i.e. whether the death was the end-result of a long disease process, the short-term consequence of severe injuries or from an instantaneous accidental death etc.

4.B.18.3 Date of Death is Significant

For other claims for compensation, the date of injury or date of onset of a disease are important for determining the compensation payable. For death claims, the date of the death of the member or former member determines the maximum amount that is payable, irrespective of when the claim was determined.

The same principle applies to cases of protracted illness leading to death – that the critical date for determination of compensation for death under s17 is the date of death itself, and the ADB is only payable in cases where the death occurred after 10 June 1997.

Example: Suppose a client had contact with asbestos during service under the 1930 Act, was diagnosed with asbestos related lung disease in 1987 (under the 1971 Act), liability was admitted in 1989 (under the DRCA), there was eventual emergence of mesothelioma in 1996 and death from that disease in March 1998. There is then no claim by the family for the death until 2002. This client's dependant(s), at the date of death, are entitled to be paid for his death at those rates current in March 1998 under s17 of the DRCA. Neither Schedule 1 of the 1930 Act nor s43 of the 1971 Act are relevant to the death. In addition, as the death had occurred after 10 June 1997, the ADB would also be payable.

4.B.18.4 s17 Compensation

The compensation payable under s17 represents compensation specifically for the death and is payable only to specified 'dependant(s)' or a 'dependant's' guardian. The purpose of these payments is to recompense specified persons formerly financially dependent upon the deceased, notionally for the loss of that economic support. Note that it is the dependant who is entitled, not the deceased member or former member. s17 monies do not form part of the deceased's estate.

s17 provides for:

- a lump sum;
- s17(3) and (4) prescribe the maximum amount that applies. However that amount is updated annually (on 1 July) in line with the Wage Price Index, pursuant to Section 13 (which provides for the update of all DRCA rates).
- compensation payable to a 'prescribed child' up to age 16 (or 25 if full-time student).
- The quantum of this weekly payment is (as for the lump sum, above) updated annually on 1 July.

Current figures for the lump sum and prescribed child compensation payments can be found here.

4.B.18.5 Meaning of 'Dependant'

s4(1) defines 'dependant' as follows:

'Dependant' in relation to a deceased employee, means:

a. the spouse, parent, step-parent, father-in-law, mother-in-law, grandparent, child, stepchild, grandchild, sibling or half-sibling of the employee, or
b. a person in relation to whom the employee stood in the position of a parent or who stood in the position of a parent to the employee,
c. being a person who was wholly or partly dependent on the employee at the date of the employee's death.

In respect to that last clause about a dependant necessarily being wholly or partly dependent on the employee, 'dependent' means dependent for economic support.

In short, a depend**a**nt is an individual within a defined degree of kinship with the deceased, and who was *also* depend**e**nt (either wholly or partly) upon the deceased for financial support at the time of death. That is, it is not sufficient for a person to have been in one of the relationships specified in the definition of 'dependant'. In addition to being in one of those relationships, they must also have been wholly or partly dependent on the deceased for economic support on the date of death.

There is no provision for future dependency other than in those circumstances where there is an unborn child identified and accepted as belonging to the deceased employee.

4.B.18.5.1 Changes made to definition of' 'dependant' by Same-Sex Relationships (Equal Treatment in Commonwealth Laws-General Law Reform) Act 2008

This amending Act, which commenced on 10 December 2008, inserted definitions of the following terms into the DRCA, thereby changing the meaning of the term 'dependant':

- child and step-child,
- de facto partner,
- parent, which is defined by reference to the definitions of 'child' as follows:
  - *parent* without limiting who is a parent of a person for the purposes of this Act, someone is the *parent* of a person if the person is his or her child because of the definition of *child* in this section.
- step-parent which is defined as follows:
  - *step-parent:* without limiting who is a step-parent of a person for the purposes of this Act, someone who is a de facto partner of a parent of the person is the *step-parent* of the person if he or she would be the person's step-parent except that he or she is not legally married to the person's parent.

To the extent that the meanings of these terms have changed, they only apply to payments made under the DRCA on and from 10 December 2008, irrespective of when the death occurred and in respect of lump sum benefits only apply to deaths that occurred on or after that date.

4.B.18.5.2 Spouse and Prescribed Child

s4(5) of the DRCA says:

'For the purposes of this Act, a person who, immediately before the date of an employee's death lived with the employee and was:

a. the spouse of the employee, or

b. a child of the employee, being a prescribed child,

shall be taken to be a person *who was wholly dependent on the employee at that date.'*

This means – notwithstanding the usual meaning of 'dependant' – spouses and 'prescribed' children of the deceased are deemed to be 'wholly dependent' on the employee provided that the spouse or child was resident with the employee at the date of death.

That is, even if, for example, the partner was in receipt of earnings or other income that they used partly or wholly to support themselves economically, and even if this independent income exceeded that of the employee, the spouse would be considered to be wholly dependent. Similarly, even if the prescribed child of the member had an independent source of income, the fact that they had been living with the deceased at the time of death automatically entitles them to the benefits that flow from being wholly dependent.

It should be noted that a child who is not living with a separated spouse but who is maintained in a boarding school at the employee's expense, should be deemed to be living with the employee, notwithstanding that child's long periods of absence from the employee's household.

In practice, a child living separately from an employee is usually one living with a spouse or former spouse separated from (and/or divorced from), that employee. Where there is joint custody/access arrangements such that the child spends 50% or more of his/her time with the employee, delegates should accept that the child still 'lives with' the employee for the purposes of s4(5).

'Spouse' for the purpose of the DRCA is explained in detail in the DVA DRCA Death Handbook.

'Prescribed child' for the purpose of the DRCA is explained in detail in the DVA DRCA Death Handbook.

4.B.18.5.3 Other Dependants

Certain other persons may be deemed to be wholly or partly dependent for financial support on the deceased person. More information can be found here.

4.B.18.5.4 Partly or Wholly Dependent for Economic Support

Where the person is not deemed to be wholly dependent, they need to demonstrate either whole or partial dependency on the deceased for economic support.

In its simplest or basic form, economic support and maintenance would equate to the amount of financial assistance (money) needed to provide the necessities of life to the recipient. The relevant amount would vary on the facts of the case because people have different standards of living. A practical approach may be to consider the financial contribution provided consistently over a period of time towards the total cost of the dependant in maintaining the necessities of life at the standard of living enjoyed. The simplest example is where a dependant relied on the deceased person for 100% of their economic support. Whilst not determinative, this will be a persuasive indicator that the dependant was wholly dependent.

Economic considerations are one of many indicators of dependence and will not constitute conclusive proof. However, they may be taken into account to assist the decision-maker in obtaining an overall view of a client's circumstances and for determining the likelihood and degree of a client's dependence.

4.B.18.6 Division of Lump Sum

Compensation under the DRCA for death of an ADF member can be made only to dependants, if there are any. The scheme of the Act is that s17 provides a once-only maximum lump sum which is to be divided on a once-only basis between all those with an entitlement under the Act. Comcare has developed guidelines for dividing the lump sum payable based on the economic loss that each dependant has suffered.

s56 provides that no other determination can be made after that date i.e. this single determination can not normally be repeated or corrected. The exception to this is via a 'reconsideration on own motion' in accordance with s62 of the Act. There is no discretion to leave a potential entitlement unassessed i.e. reserved in the sense of undetermined until such time as a client cares to apply for it, as is the situation with permanent impairment lump sums. It is either paid as part of the one-and-only determination, or not paid at all. This means that the delegate must be made aware of all persons with an entitlement or at least purporting to have a claim, before that final determination is made.

Where there is one or more wholly dependent 'dependants', the whole (maximum) s17 lump sum is paid and divided among all dependants, whether they were wholly or partly dependant, giving regard to any losses suffered by those dependants as a result of the cessation of the employee's earnings.

Where there are only partly dependent dependants, DVA may at its discretion pay a lesser total benefit, and divide that lesser total to reflect the relative loss of income suffered by each partly dependent person.

Division of the lump sum is done at the discretion of the DVA Delegate in accordance with the following principles:

- Every dependant is potentially entitled to receive some part of the lump sum;
- Any lump sum compensation does not have to be distributed equally between the dependants;
- Economic loss is to be ascertained by reference to the sources of economic support available to each dependant at the date of the member's death; and
- The time period during which the employee could reasonably have been expected to continue supporting each dependant should be taken into account.

More information on these principles can be found here.

It is recognised that apportioning the lump sum based on individual calculations for each claim will produce quite variable decisions between claims. In order to produce some consistency and fairness, the following guidelines are followed by Delegates in apportioning the lump sum:

- **Spouse.** Should generally not get less than 75% of the lump sum. If there is only a dependent spouse they will receive 100% of the lump sum.
- **Children** (when there is also a spouse):
- The sum of the compensation for all dependants other than the spouse, should generally not exceed 25% of the total of the lump sum.
- A wholly dependent child should not receive less than 5% of the lump sum (in most situations). For example: if there are more than 6 wholly dependent children than 25% of the lump sum would be split between the 6 children.
- A partly dependent child should not receive more than a wholly dependent child.
- **Children** (when there is no spouse):
- A partly dependent child should not receive more than a wholly dependent child.
- **Dependants** (other than a spouse or child): Should not receive more than a wholly dependent child.

Despite these guidelines, delegates still have the discretion to determine the distribution of the death lump sum between dependants as they see fit. Delegates need to clearly outline the reasons for how the lump sum is apportioned in their decision letter.

4.B.18.7 Weekly Payments to Prescribed Children

s17(5) of the DRCA says:

> If:
>
> a. a prescribed child was, at the date of the injury or at the date of the employee's death, wholly or mainly dependent on the employee, or
>
> b. a prescribed child, being a child of the employee, was born after the employee's death, or
>
> c. a prescribed child would, if the employee had not died, have been wholly or mainly dependent on the employee
>
> the MRCC is liable to pay compensation at the rate of [$x] per week and that compensation is payable to the child, or in accordance with the directions of, the MRCC for the benefit of that child from the date of the employee's death or the date of the birth of the child, whichever is the later.

DVA Delegates will conduct regular reviews to ensure that each prescribed child has continuing eligibility to receive weekly payments.

The current amount of weekly payments to a prescribed child can be found here.

4.B.18.8 Other Compensation Following Death

4.B.18.8.1 s16 Reimbursement of Costs for Transport of the Body

s16(9)(b) allows reimbursement of the costs of transport of the body of a member or former member who died in compensable circumstances to *'a hospital or suitable place, or a mortuary'.*

Generally, this subsection should be interpreted liberally. There may be more than one journey involved prior to delivery to an undertaker for the funeral/burial. Delegates will approve payment for any reasonable sequence of moves.

Since WW2, the bodies of serving ADF members who died whilst serving overseas have been repatriated to Australia by the ADF at the ADF's expense. This is not expected to change.

However s16(9)(b) has been used at least once in the past, to assist the relatives of a former member to repatriate the body of a transitioned ADF member who died of a compensable disease whilst overseas on holiday. This precedent can be followed in the very rare instances in which it may recur, however it will not be applied to the cases of former members who were in fact permanent or long-term residents overseas. Nor would proposals involving exhumations of existing overseas burials be contemplated.

4.B.18.8.2 s16 Reimbursement of Medical Costs

s16(1) states that '*Where an employee suffers an injury, (the MRCC) is liable to pay, in respect of the cost of medical treatment obtained in relation to the injury (being treatment that it was reasonable for the employee to obtain in the circumstances), compensation of such amount as Comcare determines is appropriate to that medical treatment.'*

s16(1) applies whether or not the injury results in death, incapacity for work, or impairment. This means that any reimbursable medical expenses owed to the member or former member at the time of their death could be claimed by the person who actually paid the amount.

4.B.18.8.3 s18 Reimbursement of Funeral Costs

s18 provides that in cases of a compensable death, the Commonwealth is liable to pay or contribute to the cost of the funeral. The amount payable is, 'as Comcare considers reasonable' but up to a maximum amount which is also indexed on 1 July each year.

The Delegate's will normally pay 100% of the costs of any funeral where those costs are less than the maximum amount, and pay only that maximum amount for any funeral which exceeded those limits.

The current maximum reimbursement amount is found here.

The s18 reimbursement of funeral costs is paid *'to the person who paid the cost of the funeral or, if that cost has not been paid, to the person who carried out the funeral'.* Thus, the s18 payment is made independently of any payment made under s17 and may be made to a different person, i.e. depending on who paid for the funeral.

Form D9182 Claim for Compensation for Funeral Expenses and/or Entitlements Following Death for Dependants of Deceased Members and Former Members of the Australian Defence Force (DRCA) can be used. The form is available using the above link or can be completed online.

A payment will generally be payable only once for each accepted death. However, this payment can be split between multiple clients if more than one person incurred a cost

connected with the funeral, as long as the maximum payment is not exceeded for that funeral.

Where a person has dual eligibility under the VEA and the DRCA, there is nothing in the DRCA that precludes payment of a funeral benefit under both Acts. However, subsection 18(2)(b) of the DRCA requires the Delegate, in determining the amount payable, to have regard to the amount paid for the cost of the funeral under any other Commonwealth legislation. This being the case, the Delegate may reduce the amount payable for the funeral by the amount of VEA compensation paid.

Subsection 15(5) of the *Military Rehabilitation and Compensation (Consequential and Transitional Provisions) Act 2004* states that if a person has dual eligibility for funeral benefit under either the VEA or DRCA, as well as the MRCA, then the benefit is to be paid under the MRCA only.

Note that funerals of persons who were full time serving members at the time of death, are conducted at the ADF's expense. This is a condition of service and delegates should not be involved in making a determination under s18 in those cases.

4.B.18.8.4 Permanent Impairment in the Period Preceding Death

Claims for lump sum compensation for permanent impairment may be made and paid after the death of the member or former member, providing that the degree of permanent impairment can be properly assessed retrospectively, e.g. by the doctor who was treating the employee before the death. However, with respect to posthumous permanent impairment assessments s55(4) also says:

‘This section does not apply in relation to a claim for compensation under s27.’

This means that only the s24 amount can be paid to the estate of a deceased employee. The 'Non-Economic Loss' (i.e. the s27 component of a lump sum) is not payable in such cases.

4.B.18.9 Additional Death Benefit (ADB)

The Additional Death Benefit (ADB) was initiated by the *'Inquiry into Military Compensation arrangements for the Australian Defence Force'* in 1997. The ADB is provided through Defence Determination 2009/70 under the *Defence Act 1903* and not by the DRCA. However, MRCC delegates have also been formally declared as Defence delegates for the purposes of the Determination.

The ADB applies only to those compensable deaths that occurred after 10 June 1997. It is a supplementary benefit and is only payable where money is also payable under s17 of the DRCA.

The ADB provides the following.

An additional lump sum. This supplementary lump sum (ie additional to that available under the DRCA) has two components. The first is a lump sum paid to the spouse of the deceased member, while the second is a lump sum payable for each dependent child. Both lump sums are indexed annually.

Where the dependent child is under 18, both of these Defence Act lump sum components are payable to the deceased member's 'spouse' (unless the spouse does not have primary responsibility for the care of the child). If a dependent child is 18 or over, the dependent child ADB is payable to that child. If there are dependent children but no spouse, only the Defence Act's 'child's portion' is payable. Where in such a case a child is under 18 the 'child's portion' is paid directly to the child's guardian for the immediate use for the child's welfare or alternatively paid to the child itself (if a student over 18).

If there is neither spouse nor dependent children, the ADB is not payable. This is the case even if the s17 DRCA lump sum is payable to some other category of dependant.

Changes to DRCA death compensation arrangements from 13 May 2008. The *Employment and Workplace Relations Act 2009*, which received Royal Assent on 3 June 2009, increased the amount of DRCA dependant payments for deaths occurring on or after 13 May 2008 and changed the method for indexing these payments. As a result, the total lump sums payable under s17 of the DRCA were increased. Periodic payments to the children of deceased members and former members were also increased.

Changes to the ADB payment arrangements with effect from 13 May 2008. In November 2009, a DVA policy change was issued in response to Defence Determination 2009/70, which changed the amount of ADB compensation under the Defence Act. The changes were necessary due to the fact that the increased death benefits from 13 May 2008 (as per s17 of the DRCA) exceeded the maximum ADB amount payable under the Defence Act.

The effect of Determination 2009/70 was that ADB payments would be made as fixed lump sum amounts in addition to the DRCA payment, rather than the previous arrangement of paying the difference between the DRCA amount and the ADB amount.

Reimbursement of costs of obtaining financial advice regarding investment of ADB. The purpose of this provision is to facilitate the spouse/guardian's access to professional financial adviser(s) regarding the investment of the lump sum. These costs can be reimbursed up to a maximum figure, which is indexed on 1 July each year.

Access by any 'dependent children' to the Veterans' Children Education Scheme (VCES). This is a service established under the *Veterans' Entitlements Act 1986* (VEA) and administered/funded by DVA. Guidance and counselling services within the VCES are available by way of a determination made under s118(2) of the VEA. However, the funding of educational services is not part of the assistance.

4.B.18.10 Legal Action Against Commonwealth or Third Party

A dependant of a deceased ADF member or former member is permitted to institute a legal action against the Commonwealth for the death of that person. A dependant is of course also free to conduct a 'third party' action i.e. a civil case against a person other than the Commonwealth. However, in most cases legal action and DRCA compensation are mutually exclusive options. That is, in most cases conclusion of a legal action for the death – whether against the Commonwealth or a third party – cancels all entitlements under the DRCA. There are exceptions to this rule, which are detailed in a later section.

If the lump sum has already been paid, the whole amount (or the amount awarded by the Court, whichever is less) must be repaid. s49 of the DRCA also affects the amount of lump sum where there is more than one eligible dependant, and one or more of those dependants elect to pursue common law action – i.e. sue the Commonwealth – in lieu of claiming their lump sum portion. If the other dependants nevertheless choose to accept payment under s17, the amount payable to them is reduced by a formula. This formula takes into account the amount awarded to that dependant(s) who chose legal action. The purpose of this provision is to ensure that a group of dependants cannot collude to maximise their gains by 'case splitting' between court awards and compensation benefits.

4.B.19 Medical Treatment

Under s16 of the DRCA, the MRCC is liable to pay for medical expenses reasonably required for the medical condition associated with accepted claims for compensation.

In the past, this was done by providing members and former members with a Treatment Authority letter, setting out a specified authority for treatment of the accepted conditions. Treatment Expectations were made available for providers, which set out DVA's expectations for an appropriate level of service. These pre-treatment guides removed the need for the member or former member and providers to seek prior approval for the majority of primary care and allied health services.

Members and former members with conditions accepted under the DRCA are now provided with a Veteran White Card.

Information on eligibility for and use of the Veteran White Card are available here.

Reimbursement of the cost of medical treatment is still available in rare circumstances, such as:

- Medical expenses incurred after liability is accepted but before the DVA Health Card has been issued, or
- The treating medical or allied health practitioner could or would not accept the DVA Health Card.

DVA provides a wide range of health services for eligible veterans, war widows and widowers, members and former members and dependants, where clinically required.

Details on these health services, restrictions and limits are available here.

4.B.19.1 Reimbursement for Travel Expenses

DRCA clients who have been issued with a DVA Heath Card – Specific Conditions (White) can be reimbursed for the cost of travelling to and from medical appointments.

Travelling expenses can be claimed for:

- attending treatment for accepted conditions only;
- attending a rehabilitation assessment;
- attending a medical examination at the request of DVA;
- in specific circumstances, transporting a person for treatment immediately after they have sustained a service injury or disease.

Travelling expenses cannot be claimed for:

- attending a hearing at the Administrative Appeals Tribunal (AAT);
- attending treatment outside Australia; or
- undertaking usual rehabilitation activities as part of a rehabilitation program.

Information on reimbursement of travel expenses is available here.

Information of other services available through DVA are available at the following links.

Chiropractic services

Osteopathic services.

Community nursing

Dental services

Optical services

Physiotherapy services

Podiatry services

Dietetic services

Hearing services

Occupational therapy

Speech pathology services

Diabetes educator services

Exercise physiology services

When we will pay for your hospital

Ambulance transport

Alternative therapies

Orthotic services

4.B.20 Reconsiderations and Reviews

4.B.20.1 Overview

Part VI of the DRCA provides for 'Reconsideration and Review of Determinations'.

'Reconsideration' is a process whereby the MRCC carries out an internal review of a decision made under the provisions of the DRCA.

'Review' is a process whereby a decision made following a reconsideration can be reviewed by the Administrative Appeals Tribunal (AAT).

Note. In terms of representing clients, requests for reconsideration of a decision will be conducted by a competent and authorised Level 3 Advocate. Requests for review by the AAT will be conducted by a competent and authorised Level 4 Advocate.

The purpose of both Reconsiderations and Reviews is to ensure that the correct decision is reached. It is not a matter of defending the original, or reconsidered decision. Often, further evidence comes to light that enables a Delegate to come to a different view than was previously held. That is not to say that the original decision was wrong, but rather that a different decision can now be made.

This is particularly so in the AAT, where it is the role of the Department to put all evidence before the Tribunal to allow a correct decision to be reached.

Information on Reconsideration and Appeals is available here.

4.B.20.2 Decisions that can be Reconsidered

Many of the decisions that are made under the DRCA can be reconsidered or reviewed if the person making the claim is not satisfied with the decision. The decisions that are open to reconsideration include, but are not limited to, decisions relating to:

- initial liability for an injury, disease, illness or death;
- incapacity for work payments;
- permanent impairment compensation payments;
- payment for household and attendant care services;
- payment for the costs of modification to the home, car or workplace; and
- provision of rehabilitation services;

The client (or representative on the client's behalf) may request a reconsideration if:

- the client does not agree with the decision;
- the client is not satisfied with the reasons given for the decision; or
- the client has more evidence to support their claim.

4.B.20.3 Applying for a Reconsideration

A request for reconsideration under the DRCA (s62) must be made in writing and must be lodged with DVA no later than 30 days after the client receives advice of the decision, they wish to have reconsidered.

The application should set out the reasons for requesting a review. The client must state why they think the decision is incorrect. It is not sufficient to simply state that they consider

the initial decision wrong. If they have further information or evidence to support the claim, they should include it with their request for a reconsideration.

If the client is collecting new supporting evidence for the claim but have not obtained it by the end of the application period (i.e., 30 days), they should still send in the request for reconsideration. In the request, they should advise DVA of the evidence that they are seeking and when they think they will be able to provide it.

4.B.20.4 Reconsideration of Own Motion

Reconsiderations are not always carried out at the request of a party to a determination, ie. the member or former member, the client or the Commonwealth. In some cases, it may be considered necessary for an MRCC Delegate to carry out a review of his or her 'own motion'. A Delegate who made a determination is a 'determining authority' for the purposes of s60(1) of the Act in relation to that determination. Basically, if a Delegate considers that his/her original decision was incorrect or in some way flawed, it is open to the Delegate either to:

- reconsider the determination himself or herself, or
- arrange for the determination to be reconsidered by another Delegate who was not involved in making the original decision; in other words, by a Reconsideration Delegate (RD) at Delegation Level 6 or above.

Although all Delegates have the right to carry out a review of their own decisions, the MRCC has a strict policy that such action should only be taken where the result of any such reconsideration will be, or would be, favourable to the employee or client.

4.B.20.5 The Reconsideration Process

A reconsideration of a DRCA decision generally follows the following process.

1. A determination is made under the provisions of the DRCA.
2. The determination is sent to the injured employee, client or representative including reasons for the decision and with a statement that the determination can be reconsidered if the employee or client is dissatisfied with the determination.
3. The employee, client or representative has a period of 30 days in which to advise the Department that he/she wishes the determination to be reconsidered. Any such request must be in writing and must set out the reasons for the employee's or client's dissatisfaction with the determination.
4. The written request for reconsideration is registered in the appropriate system by the receiving location and the employee or client is advised that it has been referred to a Reconsideration Delegate (RD) for attention. This acknowledgement and registration must be done within 7 days of receiving the request for reconsideration.
5. The compensation and/or rehabilitation claim file is passed to a RD for consideration. This Delegate must not have had any previous involvement in making the decision to be reconsidered, even by way of providing advice. If the Delegate was involved in any way in the original decision, he/she should disqualify himself/herself and arrange for another RD to deal with the request for reconsideration. The RD should contact the client or their representative within 7 days of them receiving the request to advise who will be handling the case and the process that will be followed.
6. When the RD has reached a decision, he/she may choose to affirm, revoke or otherwise vary the original determination as he/she thinks fit.
7. The RD writes to the employee or client, setting out the decision and, in some detail, his/her reasons for deciding the reconsideration in a particular manner. The employee or client will be advised that he/she has a right to 'appeal' to the

Administrative Appeals Tribunal if he/she is dissatisfied with the result of the reconsideration.

While the DRCA places no limit on the time that can be taken in finalising a request for reconsideration, the MRCC has performance standards that require that the great majority of reconsiderations be finalised within 120 days of receipt of the request for reconsideration. A decision resulting from a request for reconsideration is known as a 'reviewable decision'.

4.B.20.6 Reviews by the AAT

Applications for review of a 'reviewable decision' (that is, a decision resulting from a reconsideration) must be made to the AAT within 60 days of the date on which the reviewable decision is furnished (provided to) the employee, the client or the Commonwealth. In practical terms, the 60-day time limit runs from the day on which the reviewable decision is received.

A compensation client under the DRCA (or the Commonwealth) does not have access to the AAT until a reviewable decision (a decision by a RD) is made.

There is provision for the AAT to extend the time in which an application for review can be made. Where a client seeks to lodge a late application for review, the MRCC is consulted (in relation to the cases it determines) as to whether they have any objection to late lodgement of an application for review. Whether a late application can be accepted as a valid request for review is ultimately a matter for the AAT to decide.

Ultimately, the AAT has a responsibility to come to the correct and/or preferable decision in relation to a particular matter that it is asked to consider.

4.B.20.7 The AAT Review Process

A review of a DRCA reviewable decision generally follows the following process.

1. The employee, client or the Commonwealth applies to the AAT for review of a specific reconsideration decision (a reviewable decision). Applications should be made within 60 days of the date on which the reconsideration decision was received. However, as mentioned, there is provision for the AAT to extend the time allowed in which to apply for review by the AAT.
2. The AAT notifies the MRCC that an application for review has been lodged, to which decision the application relates and the matter(s) to which the AAT application relates.
3. The MRCC has a period of 28 days in which to provide the AAT with a statement in accordance with Section 37 of the *Administrative Appeals Tribunal Act 1975*. The statement has to set out a history of the case and the reasons why the reviewable decision was made.
4. Since the AAT does not encourage matters to proceed to a full hearing, there is a desire to try to resolve matters between the parties to the AAT application (usually the employee or client and the MRCC) without the necessity for a hearing. For this reason, there will usually be one or more conciliation conferences before a matter is set down for a formal hearing (known as Alternate Dispute Resolution or ADR). Conciliation conferences are usually conducted by conference telephone with the parties to the conference being the employee, client or his/her legal or other representative such as an Advocate, the legal representatives of the Department who are briefed by National Office Appeals Section staff and, finally, a member or Senior Member of the AAT.
5. If it is not possible to resolve a matter without a formal hearing by the AAT, a hearing date will be scheduled, and the matter will be heard at the appointed time. The parties to proceedings are as in step 4 above.

6. When the hearing is finalised, the AAT reserves judgement and, after a period of usually weeks, hands down a decision regarding the matters that have been considered.
7. The parties to the AAT's decision are bound by that decision unless an appeal against the AAT's decision is made to the Federal Court of Australia.
8. An appeal to the Federal Court can **only** be made on a point of law; that is, on an interpretation of the relevant legislation. In other words, there is no provision for the Federal Court to review an AAT decision on the basis of the facts of a case.

PART C – MILITARY REHABILITATION AND COMPENSATION ACT 2004 (MRCA)

4.C.1 Overview of the MRCA

The Military Rehabilitation and Compensation Act 2004 (MRCA) provides treatment, rehabilitation and compensation for members and former members of the Australian Defence Force (ADF), their dependants and other eligible persons in respect of injury, disease or death related to service rendered on or after 1 July 2004. The MRCA also sets out governance, administration and reporting requirements.

A primary aim of this legislation is rehabilitation for ADF members and former members whose capacity for work is affected by conditions that have been accepted as related to their service. All members due for medical transition, whether or not this results from service related injury or disease, are individually case-managed through their transition to civilian life.

Prior to this legislation, ADF members were subject to two compensation Acts, depending on service. They were the Veterans' Entitlements Act 1986 (VEA) and the Safety, Rehabilitation and Compensation (Defence-related claims) Act 1988 (DRCA). Existing veterans, ADF members and former members will not lose their entitlements or their ability to claim under either the VEA or the DRCA. All conditions due to service prior to the 1 July 2004 will continue to be covered by the VEA and/or the DRCA.

The MRCA is designed to create a fair and equitable compensation system recognising the needs of serving members of the ADF as well as eligible former members. The MRCA adopts the beneficial 'beyond reasonable doubt' standard of proof provided in the VEA for determining whether an injury, disease or death relating to warlike or non-warlike service is a service injury, disease or death. The 'reasonable satisfaction' standard of proof applies when determining whether an injury, disease or death relating to peacetime service is a service injury, disease or death and for all other determinations under MRCA. It utilises the Statements of Principles (SOPs) from the VEA in linking injury, disease or death with service. Where service after 01 July 2004 aggravates a pre-existing condition, and the cause of the aggravation satisfies a SOP factor, compensation can be provided to the extent of the aggravation, as is the case under the DRCA.

The actual financial benefits for permanent impairment arising from warlike or non-warlike service are higher than those arising from peacetime service, except for the most serious impairment and for service-related deaths, where the same compensation benefits are payable.

4.C.1.1 Relationship to Other Acts

The operative provisions of the MRCA commenced on 1 July 2004. The MRCA is prospective in operation and only applies to service rendered on or after the commencement day of 1 July 2004. However, the provisions of the *Military Rehabilitation and Compensation (Consequential and Transitional Provisions) Act 2004* (CTPA), mean that Defence service before, and on or after 1 July 2004 can, where applicable, also be included in considering liability under the MRCA.

The VEA was not repealed as a consequence of the passage of the MRCA. This means that veterans (as defined in the VEA) with compensation coverage under the MRCA may be eligible for certain other benefits that continue under the VEA, such as the Service Pension or treatment for malignant neoplasia or post-traumatic stress disorder. It also means that people with compensation coverage under the VEA continue to be covered under the VEA for eligible service before 1 July 2004, subject to the provisions of the CTPA.

Persons with compensation coverage under the DRCA continue to be covered by that Act for service before 1 July 2004, subject to the provisions of the CTPA.

4.C.1.2 Persons Covered by the MRCA

Persons provided compensation coverage by the MRCA include:

- Members and former members of the ADF, including members of the Permanent Forces and the Reserves, specifically:
  - All members and former members of the permanent Navy, Regular Army and the permanent Air Force are covered for service rendered on or after the commencement day of 1 July 2004.
  - Reservists on continuous full-time service and part-time service are also covered.
  - Members of the ADF Cadets: Cadet Instructors, Officers of Cadets and Cadets are covered for periods of instruction, training, performing duty and travel to and from the place of an eligible activity.
- Persons covered under s7A.
- Persons covered by a Ministerial determination under s8(1).

The MRCA gives the Minister for Defence the discretion to extend coverage to a person or a class of persons who engage or have engaged in activities or who perform or have performed acts:

- at the request or direction of the ADF;
- for the benefit of the ADF; or
- in relation to the ADF under a requirement made by or under a Commonwealth law.

More information on coverage under s7A and s8(1) is contained in the DVA MRCA Policy Manual

4.C.1.3 Categories of Service

The MRCA applies to the following categories of Defence service.

Warlike service. Warlike service generally involves specific military objectives, the use of force is authorised and contact with hostile forces is expected (similar to Operational Service under the VEA).

Non-warlike service. Non-warlike service generally involves limited objectives, the use of force is normally authorised only for self-protection, contact with hostile forces is possible but unlikely, and/or involves an increased degree of risk (similar to Peacekeeping Service or Hazardous Service under the VEA).

Peacetime service. Defence service that is not warlike or non-warlike service is considered peacetime service.

Important Note. The nature of service classification system established by the Department of Defence and used under the MRCA (the peacetime/non-warlike/warlike framework), operates in such a way that ***all*** service rendered outside an operational area is treated as peacetime service, even where a member or unit is en-route to an operational area for the purpose of rendering service on a non-warlike or warlike operation. As a consequence, injuries incurred while outside the operational area (even if only a short distance away from the operational area) must be regarded as having been incurred on peacetime service.

The Minister for Defence determines what service constitutes warlike or non-warlike service. Service that is not the subject of such a determination is peacetime service.

Details of ADF operations determined to be warlike or non-warlike service are available as links out of the Service Eligibility Assistant.

4.C.2 Claims under the MRCA

Under s319 of the MRCA, a claim can be made for:

- acceptance of liability for an injury, disease or death;
- acceptance of liability for loss of or damage to medical aids;
- compensation, such as:
  - permanent impairment compensation,
  - compensation for incapacity for work or service,
  - compensation for the cost of household and/or attendant care,
  - medical treatment, and
  - compensation following death.

Note that no new liability claim can be lodged prior to determination and appeal periods of any existing claims for the same service injury, disease or death. If a determination is subject to appeal, then no new liability claim for that service injury, disease or death can be lodged.

The MRCA does not place a time limit on the lodgement of a claim but it is to the client's advantage to claim as soon as they become aware of the injury, disease or death.

4.C.2.1 Persons Who can Lodge a Claim

A claim in relation to an injury or disease can be made by:

- the ADF member or former member who suffered the injury or disease or the loss or damage to a medical aid;
- another person on behalf of that member with the member's approval;
- the member's legal personal representative; or
- a person appointed by the MRCC if the member is incapable of approving someone to lodge a claim on their behalf and has no legal personal representative or has a legal personal representative who will not make a claim.

A claim for acceptance of liability for a deceased member's death or for compensation in respect of that death can be made by:

- a dependant of the deceased member;
- another person on behalf of that dependant with the dependant's approval;
- the dependant's legal personal representative; or
- a person appointed by the MRCC if the dependant is incapable of approving someone to lodge a claim on his or her behalf and has no legal personal representative or has a legal personal representative who will not make a claim.

Note. Where a person has made a claim and dies before the claim is decided, the claim can continue with any compensation payable being made to the person's estate. This includes compensation for permanent impairment.

Where a person entitled to make a claim dies without making a claim, the person's legal personal representative may make a claim with any compensation payable being made to the person's estate. This does **not** apply to compensation for permanent impairment because permanent impairment compensation is intended to compensate the member or former member for physical disability, pain, suffering and lifestyle restrictions, the effects of which cease at death.

4.C.2.2 Format of Claims

Under s319 of the MRCA, claims must be made in writing and must meet any requirements specified by the MRCC.

The following claims must be on a form approved for that purpose by the MRCC:

- acceptance of liability for a service injury sustained by a person or a service disease contracted by a person (Form D2051); and
- acceptance of liability for the service death of a person (Form D2053).

The MRCC has approved the Claim for Liability and/or Reassessment of Compensation (Form D2051) for acceptance of liability for injury or disease arising from service on or after 1 July 2004 and, reassessment of compensation payable under the MRCA. The MRCC has approved the Claim for Compensation for Dependants of Deceased Members and Former Members (Form D2053) for claims for compensation payable under the MRCA to dependants following the death of a member or former member.

Claims made for conditions related to VEA, DRCA or MRCA service are occasionally lodged on claim forms intended for another of these Acts.

The Form D2051 has been updated to provide a Cross-Act Authority which enables Delegates to make investigations under all three Acts, without seeking further approval to do so from the client.

Any supporting material (including Proof of Identity requirements) that is required by the MRCA to be lodged in respect of a claim or other document referred to in Schedule 1 of the instrument, may be lodged in the same manner.

Clients and Advocates are encouraged to use electronic submission through MyService, MyAccount or the ESO Portal as the client's information is loaded directly into the DVA claims processing software (R&C ISH) and thus reduces time to make a determination.

4.C.2.4 Proof of Identity

When a claim for DCP, benefit or allowance is lodged with DVA, the client must prove their identity. The client can establish their identity by providing original documents or certified copies from DVA's approved list. Guidance of proving identity and the documents required is available here.

4.C.2.5 Documents to Lodge with Claim

The Form D2051 includes a DVA Rehabilitation & Compensation Claim Checklist (D1380) attached to the front of each form. This checklist ensures that Delegates receive the majority of information required to make a quicker investigation.

In order to process claims as quickly as possible the following documents should be lodged with the claim form

- Injury or Disease Details Sheet (D2049).

Note: A separate Injury or Disease Details Sheet must be completed for every injury or disease the client is claiming;

- Proof of Identity documents;
- A statement/contention describing how the condition is related to the client's ADF employment;
- Service history (PMKeyS ADO Full Service Record);
- ADF medical treatment records since date of injury;
- Recent SVA/ADF payslip;
- ADF Incident Report (AC563) (if appropriate);

- Witness statements (if appropriate);
- Authority to participate in Civilian Sport (if appropriate); and
- Hazardous Material Exposure Report (if appropriate).

The client is often in the best position to obtain these documents. Therefore, where possible, clients and/or their Advocates are encouraged to obtain the documentation themselves in order for the claim to be determined as quickly as possible. However, if the client is not able to provide the documents, it is DVA's responsibility to investigate all matters related to the claim.

Medical information may also be available from the ADF Health Unit responsible for a serving member's medical care.

More information on lodging MRCA claims is available here.

If a person is submitting a claim for liability for one or more mental health conditions, they may choose to be assessed for eligibility for the Veteran Payment, which can be paid while their claim is being investigated and determined. See here for further information about the Veteran Payment.

4.C.3 Liability

4.C.3.1 Overview of Liability

Under the MRCA, liability is a situation in which the Commonwealth is legally responsible to pay compensation for certain damages incurred by a member or former member of the Australian Defence Force (ADF) or a dependant of that person. Under the MRCA liability is accepted by the MRCC where a claim for the acceptance of liability has been lodged for an injury, disease or death that is related to Defence service, and where liability has not been excluded due to certain actions of the member or former member. The acceptance of liability must be determined before any question of compensation can be answered.

4.C.3.2 Definitions Relevant to Liability

s5 of the MRCA includes the following definitions:

An 'injury' means:

any physical or mental injury (including the recurrence of a physical or mental injury) but does not include:

- a disease, or
- an aggravation of a physical or mental injury.

A disease' means:

any physical or mental ailment, disorder, defect or morbid condition (whether of sudden onset or gradual development); or the recurrence of such an ailment, disorder, defect or morbid condition; but does not include:

- the aggravation of such an ailment, disorder, defect or morbid condition; or
- a temporary departure from:
  - the normal physiological state; or
  - the accepted ranges of physiological or biochemical measures;

that results from normal physiological stress (for example, the effect of exercise on blood pressure) or the temporary effect of extraneous agents (for example, alcohol on blood cholesterol levels).

Whether or not an injury, disease or death is a 'service injury', 'service disease' or 'service death' depends on whether or not a causal or temporal relationship to MRCA service can be established via the relevant heads of liability.

4.C.3.3 Heads of Liability

Before liability can be accepted for an injury sustained or a disease contracted by a person or the death of a person, it must be established that the injury, disease or death is a 'service injury', 'service disease' or 'service death'. This is achieved via one of the heads of liability that apply under the MRCA. These concern the various connections that can be established between an injury, disease, or death and relevant Defence service rendered by the person – the service relationship.

4.C.3.3.1 Rendering Defence Service

The various heads of liability in the MRCA require that 'Defence service' be 'rendered' and that the service be temporally or causally related to the claimed injury, disease or death before it can be determined to be a service injury, service disease or service death. A person does not 'render Defence service' merely by enlisting.

'Rendering Defence service' requires the person to be on duty or be doing something required, authorised, or expected to be done in connection with, or incidental to, the person's duties. Hence a person can be rendering Defence service even when they are not on duty. For example, a person would be 'rendering Defence service' even when they are not on duty if they were:

- jogging on the weekend if this activity was authorised as part of a training program designed by an ADF Physical Training Instructor; or
- attending a ceremonial dinner if the person's Commanding Officer encouraged him or her to attend the dinner; or
- travelling to a medical board appointment if the ADF required the person to undergo the medical assessment.

4.C.3.3.2 Occurrence

The MRCA provides that an injury, disease, or death is to be taken to be a service injury, service disease or service death if the injury, disease, or death resulted from an occurrence that happened while the person was a member rendering Defence service. While historically the occurrence provision applies only to operational and peacekeeping service under the VEA, under the MRCA it applies to warlike, non-warlike service and peacetime service.

4.C.3.3.3 Arose out of or was attributable to

The MRCA provides that an injury, disease or death is to be taken to be a service injury, service disease or service death if the injury, disease or death arose out of, or was attributable to, any Defence service rendered by the person while a member.

In order to establish that an injury, disease, or death arose out of or was attributable to the person's Defence service, a causal relationship must be established between the service and the relevant condition. This head of liability does not require service to be an 'immediate', 'direct' or 'proximate' cause. Nor is service required to be the 'sole', 'dominant' or 'real' cause. In other words, it is wrong to say that service must be 'the' cause of the injury, disease or death. It merely has to be 'a' cause.

However, when it is said that service must be a cause, it is not enough that service is the circumstance in or on which the cause operates. Service must have caused the relevant circumstance and not merely be the setting in which the circumstance occurred. If the causal factor is something that occurs in everyday life, as well as in a service context, the circumstances of service must have made a special contribution over and above that of the person's everyday life

4.C.3.3.4 But for changes in the person's environment consequent upon rendering Defence service

The MRCA deems an injury, disease, or death to be a service injury, disease, or death if the injury or death was sustained due to an accident that would not have occurred, or the disease would not have been contracted *but for*:

- the person having rendered Defence service while a member; or
- changes in the person's environment consequent upon his or her having rendered Defence service while a member.

The 'but for' test is a causal test, requiring a connection between the incident giving rise to the injury, disease, or death and circumstances of service. This test should not be applied literally and is a more direct causal test than the 'attributable to' test outlined above in C.3.3.3. There is a need for genuine proximity.

The test appears more restrictive in relation to an injury than for a disease. For an injury it must have resulted from an 'accident'. However, the courts have tended to take a generous view of what is an 'accident', and so it is unlikely that this would greatly restrict the test's application.

The changes in environment referred to in the provision could refer to social and other attributes of the situation in which the member is placed during service. However, the test is not satisfied where service is merely the environment in the which the incident occurred.

C.3.3.5 Travelling to or from duty

The MRCA provides for an injury, disease, or death to be regarded as a service injury, disease, or death if the injury, disease or death resulted from an accident that occurred while the person was travelling, while a member rendering peacetime service but otherwise than in the course of duty, on a journey:

- to a place for the purpose of performing duty; or
- away from a place of duty upon having ceased to perform duty.

Whether a particular journey is covered by this provision depends on the purpose of the journey. It is not sufficient that the person was going to or from a place of duty. If the accident occurred while travelling to a place of duty, the question is whether or not the person was going there to commence duty or merely going there for some other reason or because that was where he or she was residing. Likewise, when considering a journey when travelling away from the person's place of duty, it is necessary to determine whether the person left that place upon ceasing duty.

It is also necessary to identify the start and end points of the particular journey. A journey is not completed until its final destination is reached whether this be a few minutes after commencement or many days such as occurs for example, if a member drives interstate for leave.

4.C.3.3.6 Aggravation

The MRCA provides that an injury, disease, or death is to be taken to be a service injury, service disease or service death if the injury, disease, or death:

- was sustained or contracted while the person was a member rendering Defence service, but did not arise out of that service; or
- was sustained or contracted before the commencement of a period of Defence service rendered by the person while a member, but not while the person was rendering Defence service; and
- was aggravated by any Defence service rendered by the person while a member after he or she sustained the injury or contracted the disease.

Likewise, the MRCA provides that an injury or disease is taken to be a service injury or service disease if the injury or disease:

- was sustained or contracted while the person was a member rendering Defence service, but did not arise out of that service; or
- was sustained or contracted before the commencement of a period of Defence service rendered by the person while a member, but not while the person was rendering Defence service; and
- a sign or symptom of the injury or disease was contributed to in a material degree by, or was aggravated by, any Defence service rendered by the person while a member after he or she sustained the injury or contracted the disease.

Note that aggravation of signs and symptoms does not apply to claims for liability for death.

Under the MRCA, like the VEA, an aggravation of an injury or disease is not a separate injury or disease in its own right. Aggravation is excluded from the definition of injury and disease in s5 of the MRCA. This means that, unlike the DRCA, the aggravation of an injury or disease is not to be regarded as an injury or disease in itself. That is, if a pre-existing injury or disease has been aggravated by or materially contributed to by service, that injury or disease is treated as a 'service injury' or 'service disease'. Likewise, if a pre-existing injury or disease which results in death has been aggravated by or materially contributed to by service, that death is treated as a 'service death'.

If an injury or disease is connected to service on the basis of an aggravation, the entire injury or disease becomes a service injury or service disease. However, s5 of the MRCA establishes a particular class of service injury or service disease, classified as an 'aggravated injury or disease'. Such injuries or diseases are so classified if they qualify as service injuries or diseases via paragraphs 27(d), s29(2) or s30.

Unlike the VEA, the MRCA restricts some forms of compensation for aggravated injuries or disease to the impairment resulting from the aggravation rather than impairment from the entire injury or disease. Some compensation and benefits under the MRCA are provided for aggravated injuries or diseases without regard to the effects of the aggravation. In other cases, compensation and benefits are only provided in respect of an aggravated injury or disease while the effects of the aggravation persist.

The aggravation provisions of the MRCA only apply where the injury or disease which has been aggravated 'was sustained or contracted while the person was a member rendering Defence service, but did not arise out of that service; or before the commencement of a period of Defence service rendered by the person while a member, but not while the person was rendering Defence service'. Therefore, in situations in which aggravation is claimed, it must be established that the onset of the injury or disease was not caused by service.

Information on aggravations of service related conditions can be found here.

4.C.3.3.7 Material contribution

The MRCA provides that an injury, disease, or death is to be taken to be a service injury, service disease or service death if the injury or disease (including an injury or disease from which a person died):

- was sustained or contracted while the person was a member rendering Defence service, but did not arise out of that service, or
- was sustained or contracted before the commencement of a period of Defence service rendered by the person while a member, but not while the person was rendering Defence service, and
- was contributed to in a material degree by any Defence service rendered by the person while a member.

The meaning of 'material contribution' was given by the Federal Court in *Repatriation Commission v Richard Edward Bendy [1989] FCA 170*:

'In each case, the reference to materiality serves to make it clear that the contribution required is a contribution of a causal nature, that a contribution which is de minimis, which did not influence the course of events or which is so tenuous as to be immaterial is to be ignored. The term "material" is here used not in the loose sense set out in definition 12 of the Macquarie dictionary, namely, "of substantial import or much consequence" but rather in its legal sense of "pertinent" or "likely to influence".'

Thus, for an incident or exposure to make a material contribution to an injury or disease, it must have been a contributing cause in a more than trivial sense. However, the causal contribution does not need to be of a substantial or significant nature.

4.C.3.3.8 Death from a service injury or service disease

Under s28(1)(e) if a person dies from an injury or disease that has already been determined to be a service injury or disease under the MRCA, there is no need to link the death to service. In such cases, the SOPs do not need to be applied to the claim for the acceptance of liability for service death.

4.C.3.3.9 Injury, disease or death arising from treatment provided by the Commonwealth

Under s29 of the MRCA, an injury or disease is to be taken to be a service injury or service disease if:

- the injury or disease was caused or aggravated by treatment provided wholly or partly by the Commonwealth for an earlier service injury or service disease; or
- the injury, disease or aggravation was an unintended consequence of treatment provided under regulations made under the *Defence Act 1903*.

s29(2) applies to both types of aggravation discussed above at C.3.3.6.

Under s29 of the MRCA, a death is taken to be a service death if the person dies as a consequence of treatment paid for wholly or partly by the Commonwealth, including treatment under regulations made under the *Defence Act 1903*.

4.C.3.4 Statements of Principles (SOPs)

s332 of the MRCA defers to the VEA in relation to the SOP regime. The SOPs are legal instruments, made under s196(B) of the VEA. The SOPs provide the means by which specified diseases and injuries may be related to service.

The majority of medical conditions claimed by members and former members are covered by SOPs. Each SOP condition has two instruments that reflect the different tests applicable to MRCA claims:

- reasonable hypothesis (RH) for warlike and non-warlike service; and
- balance of probability (BOP) for peacetime service.

The SOPs are binding on MRCC Delegates and are an essential consideration in all liability determinations under MRCA.

The concept of SOPs has its genesis in the High Court decision in *Bushell v Repatriation Commission* [1992] 175 CLR 408. In that case, the High Court held that where an expert in a relevant field submits a reasoned hypothesis of causation, it should be accepted as a reasonable hypothesis unless other expert medical opinion renders it obviously fanciful, impossible, incredible, untenable, too remote or too tenuous. The High Court found that a hypothesis can still be reasonable even if unproved and against the weight of informed medical opinion. This had the potential to widen the scope of successful compensation claims.

The Government responded with the creation of the Veterans' Compensation Review Committee chaired by Professor Peter Baume. Its report - *A Fair Go*– recommended the establishment of an expert medical committee to ensure an equitable and consistent compensation system. Consequently, the Repatriation Medical Authority (RMA) was established under s196(A) of the VEA on 30 June 1994.

The RMA is an independent statutory authority responsible to the Minister of Veterans' Affairs and comprising five members eminent in fields of medical science, including one epidemiologist (expert in disease causation).

The RMA determines the SOPs on the basis of sound medical scientific evidence. This evidence is articulated in causal and/or worsening factors contained within the SOPs. Hence SOPs take the part of medical opinion or expertise with regard to injury or disease aetiology and ensure that all possible factors are considered when determining liability. This improves consistency in decision-making as cases with similar facts should have the same outcome.

More information on the use of SOPs is available here.

4.C.3.4.1 Propagation of SOPs

Propagation is the process of linking a claimed condition with a separate injury or disease as part of the hypothesis. It is a consideration wherever the hypothesis raised by the material includes a sub-hypothesis relating to another medical condition as the causal or aggravating factor, but which is not the subject of the claim.

For the claimed condition to be found to be service related, so too must the causal or aggravating factor (i.e. the medical condition) that forms part of the overall hypothesis.

Where the sub-hypothesis rests on a condition for which limited liability has been accepted under s30 (aggravation of signs or symptoms), then the claim must fail as the injury or disease proper is not related to service. SOPs are not used when applying s30, hence aggravation of signs or symptoms is not a valid consideration in the context of propagation.

Many SOPs contain causal or aggravating factors that are discrete medical conditions in their own right, and which are sometimes also the subject of a RMA SOP. However, there are also medical conditions that are not covered by a SOP.

Consequently, case law has evolved in a manner that reflects the different scenarios that may arise in this context.

4.C.3.5 Liability where trauma occurred prior to 1 July 2004

Claims for injuries are fairly straightforward as there is a discrete event that occurs at a period in time that dictates which Act applies. If the injury is prior to 1 July 2004 then it is VEA and or DRCA; if it is on or after 1 July 2004 then it is the MRCA.

Claims for diseases that develop over time, such as osteoarthrosis and psychiatric conditions, are not as straightforward. For these types of conditions, the determining consideration in regard to which Act applies is which period of service contributed to the development of the disease. It is important to remember that the MRCA allows for liability to be accepted where the contribution is before, **and** on or after 1 July 2004. For MRCA to potentially apply **for this type of condition**, the disease must either have onset or have been aggravated after 1 July 2004.

As a starting point, any disease that meets the above conditions will be considered under the MRCA first, regardless of the contention. The disabling provisions in the VEA and DRCA indicate that those Acts do not apply where there is a contribution from MRCA service.

If the disease cannot be accepted under the MRCA, only then would the Delegate consider whether it could be accepted under the VEA and/or DRCA.

More information on conditions where clinical onset may overlap the introduction of the MRCA is available here.

4.C.3.6 Diagnosis

For the Delegate to investigate a claim, a preliminary or confirmed diagnosis is required. s5 of the MRCA contains the relevant definitions of injury, disease, death, service injury, service disease and service death (see C.3.2). A relationship to service can only be considered after an accurate diagnosis has been made.

The diagnosis (the kind of injury, disease or death) must be established to the level of reasonable satisfaction by applying the BOP standard of proof. The type of service has no effect on this requirement.

Therefore, the first step in the investigation will be to identify the condition claimed and obtain an accurate diagnosis. Where this cannot be done, the claim will be rejected on its own terms.

Example. A former member submits a claim for 'burning sensation in the bladder'. A doctor has been unable to identify any 'disease' or 'injury' that meets the requirements of the legislation. The claim must therefore be refused.

Sometimes there may be more than one diagnosis made in the process of investigating a claim. For example, a claim for 'indigestion' may require an endoscopy with diagnoses of gastric ulcer, hiatus hernia, gastroesophageal reflux disease and gastritis subsequently made. In such a scenario, all of the diagnosed conditions must be determined by the Delegate to answer the claim. This accords with the principles set down in *Benjamin* and *Budworth*: 'a claim should not be limited by the words articulated by the applicant.'

4.C.3.6.1 Clinical Onset

The process of investigating and determining a liability claim requires knowledge about the clinical onset of the claimed condition. Clinical onset refers to the time where relevant symptoms, signs or other evidence of a condition were first present, thus enabling an appropriate medical practitioner to say that the condition first manifested at that time. The date of clinical onset must be supported by the medical evidence submitted with the claim.

Clinical onset is not necessarily the date the condition was diagnosed.

Clinical onset and diagnosis are two different concepts, however in some cases it may be that these dates coincide or are close together. For example, dates may coincide when there are criteria or thresholds to be met but can also happen with an acute injury (such as a fracture) or acute event (such as a stroke or a heart attack). Each case and each disease or injury needs to be considered on its merits.

In *Re Robertson v Repatriation Commission* [1998] AATA 127, the time of clinical onset is said to be when:

- a person becomes aware of some feature or symptom which enables a doctor to say the disease was present at that time; or
- a finding is made on investigation which is indicative to a doctor of the disease being present at that time.

Ideally, the medical records and/or reports that form part of the evidence should contain this information. However, some conditions may be claimed many years after service and/or the contended causal or aggravating factor. In some cases, due to an absence of contemporaneous evidence, a retrospective diagnosis may be necessary.

More information on clinical onset and examples of retrospective diagnosis is available here.

4.C.3.6.2 Clinical Worsening

Clinical worsening is the time when a disease itself has worsened and is more than just a temporary change or natural progression of the injury or disease. Clinical worsening SOP factors apply only in relation to aggravation of, or material contribution to an injury or disease

that was suffered or contracted before or during (but not arising out of) the person's relevant service.

In applying the SOPs, clinical worsening means aggravation of the underlying pathology of the injury or disease. This requires an increase in the gravity of the disease beyond its natural progression. It excludes aggravations of signs or symptoms which relate to decisions made under s29 or s30 of the MRCA and any deterioration that is part of the normal course of the disease. Unless the SOP specifically requires permanent aggravation, it may be permanent or temporary.

4.C.3.6.3 Medical Examinations

Where a claim has been lodged under s319, the MRCC has the power to require, where necessary, the client to undergo medical examinations with a medical practitioner of its choice.

If a person refuses or fails to undergo a medical examination without a reasonable excuse, or obstructs a medical examination, s329 gives the MRCC the power to suspend compensation payments (except medical treatment) until the examination takes place. After any suspension commences, if the client subsequently complies and attends the required medical examination, the requirements of s328(2) are satisfied and any entitled compensation payments can recommence. Any arrears during the suspension period is not payable.

More information on medical examinations and refusal to attend is available here.

4.C.3.7 Streamlining Procedures

The MRCC have approved a policy whereby (in appropriate cases) Delegates will be able to streamline the investigation and decision-making processes. Once the diagnosis has been established, the MRCC has approved a suite of medical conditions that can generally be accepted as service related without further investigation of the material raised in the claim. Specifically, where the claim and contents of service records contain all the necessary information, no further investigation is required to verify that information prior to the acceptance of liability.

Under the MRCA, these conditions are:

- Sensorineural hearing loss (SNHL)
- Tinnitus
- Solar keratosis
- Non-melanotic malignant neoplasm (NMMN) of the skin
- Acquired cataract
- Shin splints
- Achilles tendinopathy and bursitis
- Plantar fasciitis
- Chondromalacia patella
- Internal derangement of the knee
- Malignant melanoma of the skin
- Tinea of the skin
- Pterygium
- Sprains and strains
- Iliotibial band syndrome (runner's knee)

- Trochanteric bursitis and gluteal tendinopathy
- Patellar tendinopathy
- Pinguecula (conjunctival degeneration)
- Seborrhoeic keratosis – Reasonable Hypothesis only
- Malignant neoplasm of the eye
- Benign neoplasm of the eye and adnexa (keratoachanthoma of the conjunctiva) – Reasonable Hypothesis only.

The MRCC policy reflects the view that, on the balance of probabilities, most military personnel will meet the requirements of at least one of the SOP factors for each of the identified conditions due to the nature of military service. Service, regardless of type, needs only to have made a material contribution to the SOP factor requirements. The expectation, therefore, is that claims for the identified conditions will succeed, unless there are exceptional circumstances.

The MRCC has also approved a list of 44 sequela conditions that can also be streamlined under specific criteria. A list of the sequela conditions and the criteria is available here.

4.C.3.8 Claims related to sexual and physical abuse

Detailed information on claims related to sexual and physical abuse is contained in the DVA MRCA Policy Manual available here.

4.C.4 Determination of Claims

4.C.4.1 Using correct standard of proof

As discussed above, claims that relate to warlike and/or non-warlike service attract the reasonable hypothesis (RH) test. Claims that relate to peacetime service attract the balance of probability (BOP) test.

Many MRCA clients will have more than one type of service. Some clients will have several discrete periods of warlike/non-warlike service interspersed with peacetime service. Care must be taken to ensure the correct service type is attributed to the claimed condition so that the Delegate can apply the correct standard of proof when determining the claim. This has implications for the amount of permanent impairment compensation that may be payable.

For persons with a service history that includes both peacetime and warlike/non-warlike service, the Delegate will consider the RH test in the first instance. All possible connections to warlike/non-warlike service will be exhausted before the claim is considered by applying the BOP test that applies to peacetime service.

This will ensure the correct compensation factor is applied within the *Guide to Determining Impairment and Compensation* (GARP M). The GARP M tables reflect the different types of service: warlike/non-warlike and peacetime. A more beneficial compensation payment is a likely outcome for claims accepted as related to warlike/non-warlike service.

4.C.4.2 Reasonable Hypothesis Cases – Deledio Steps

The RH test applies to liability claims relating to warlike and non-warlike service. In order to accept the claim the claimant must present a 'reasonable hypothesis' in the form of contention X (due to warlike/non-warlike service) caused or aggravated condition Y (injury, disease or death).

Prior to the establishment of the SOP regime, questions about what constitutes a 'reasonable' hypothesis had been established in the case law. The Full Federal Court in *Repatriation Commission v Deledio* [1998] FCA 391 articulated the steps a decision maker must take in order to properly apply the law when making a liability determination where the RH standard of proof applies.

Following the *Deledio* decision, the Repatriation Commission issued guidelines that also apply to MRCA Delegates.

The *Deledio* steps – as modified by the Full Federal Court in *Bull v Repatriation Commission* [2001] FCA 1832 – are described below.

Step 1: Raising a hypothesis

This is the point where a person hypothesises a causal connection between the claimed condition and the circumstances of their service.

The material presented must raise facts, which, if true, would connect the person's warlike or non-warlike service with the claimed condition. It does not matter whether or not the contention is consistent with SOP factors (if the condition is covered by a SOP) as this will be investigated later.

There is no fact finding at this stage, however, the raised hypothesis must be pointed to by the material, not merely a possibility left open by an absence of evidence. While the hypothesis may assume the occurrence or existence of some fact, it must be consistent with known facts, common sense and experience and cannot be too tenuous or remote.

An example of a reasonably assumed fact would be a contention that an injury on service caused spondylosis later in life: the injury can be assumed unless disproved by other known facts.

If no hypothesis arises in the process of considering all of the material, or if a fact on which a hypothesis is based is absent or known to be untrue, then the reasonable hypothesis pathway is closed as there is no connection with the person's warlike or non-warlike service.

However, where the person also has peacetime service that pathway remains open and the claim must then be considered under that paradigm.

Step 2: Identifying the relevant SOP (as modified by *Bull*)

Once a hypothesis has been raised, the decision maker must then decide whether or not the condition diagnosed, and for which liability is being claimed, is covered by an RMA SOP Instrument.

If the condition is the subject of a SOP, then the current instrument applies. There are no accrual rights under s341of the MRCA: The SOP in place at the date of determination (for primary and/or review decisions) must be applied.

The decision in *Bull* confirmed that if there was no SOP for the condition claimed (and diagnosed) then the *Bushell-Byrnes* approach prevails.

Note: The *Deledio* judgement contained *obiter dictum* comment that if there was no relevant SOP the claim would fail. This is not so – for non-SOP determinations, the legal authority is the Full Federal Court decision in *Repatriation Commission v Bey* [1997] FCA 1347 which reaffirms and explains the operation of *East* in the light of the *Bushell-Byrnes* HCA decisions.

The following Step 3 does not apply to non-SOP determinations – the Delegate proceeds to Step 4 if the condition claimed is not covered by a current RMA SOP.

Step 3: Applying the SOP factor template

If the condition claimed is covered by a SOP, the question now arises as to whether or not the hypothesis is 'reasonable'. The hypothesis can only be judged as such if it fits the template of the relevant SOP.

The hypothesis raised by all of the material must meet one (or more) of the SOP factors. Every element of that factor – including RMA definitions of words and phrases – must be consistent with the raised facts.

Where the hypothesis of raised facts does not support all of the elements required by the SOP factor, the hypothesis cannot be 'reasonable' and the claim must fail.

Step 4: Final test (*Deledio*)

It is only at this stage that the decision maker must find facts from all of the material. In so doing, no question of the onus of proof or the application of any presumption will be involved.

This includes the question of whether the raised hypothesis is 'reasonable' . An application for special leave to appeal to the High Court (*Owens v Repatriation Commission* [1996]) was dismissed on the grounds that whether or not a hypothesis is 'reasonable' is a finding of 'fact'. The application was heard by Brennan CJ in relation to the decision in *Owens v Repatriation Commission* [1995] 38 ALD 481.

For SOP conditions, the hypothesis will be reasonable if it meets one or more of the factors prescribed in the SOP template. For non-SOP conditions the hypothesis will be reasonable if it is supported by medical opinion.

Having established the 'fact' that the hypothesis is a 'reasonable hypothesis', Delegates must follow the High Court decision in *Byrnes*. Hence, the claim must succeed, unless satisfied beyond reasonable doubt that the kind of injury, disease or death was not contributed to by the person's warlike or non-warlike service.

4.C.4.3 Balance of Probability Cases

The standard of proof that applies to liability claims relating to peacetime service is on the 'balance of probability' or by applying the 'reasonable satisfaction' test. Therefore, to accept the claim, a decision maker must be *reasonably satisfied* that contention X (due to service) caused or aggravated condition Y (injury, disease or death).

The concept of 'reasonable satisfaction' is well established within the legal framework. The decision maker must ask, having regard for all of the material and weighing up the evidence, whether it is more likely than not that X caused/aggravated Y? If so, the claim must be accepted; if not, it must be rejected.

Although the MRCA is regarded as 'beneficial legislation', this does not mean a departure from the normal rules of administrative decision making in the weighing of evidence. Generally speaking, wherever there is more than one interpretation of the facts or legislation, the interpretation adopted should favour the client. A beneficial interpretation of the material does not mean that decision makers are free to depart from the law or to behave capriciously or arbitrarily.

The concept is not concerned with remedying substantive deficiencies in the evidence or the applicant's case. However, if, when weighing up the material and asking whether or not contention X (due to peacetime service) caused or aggravated condition Y (injury, disease or death), a decision maker is genuinely unable to decide, the client should be given the benefit of any doubt.

4.C.4.4 Exclusionary Provisions

Chapter 2 Part 4 of the MRCA states that:

"Even if the Commission decides that an injury, disease or death is a service injury, disease or death, the Commission might be prevented from accepting liability for that injury, disease or death because of an exclusion under this Part.

There are 5 kinds of exclusions. They relate to the following:

- serious defaults or wilful acts etc;
- reasonable counselling about a person's performance as a member;
- false representations;

- travel during peacetime service;
- the use of tobacco products."

Information on these exclusionary provisions is contained in the DVA MRCA Policy Manual.

4.C.5 Needs Assessment

s325(2) of the MRCA states that the MRCC must conduct a Needs Assessment before determining that any compensation is payable. A Needs Assessment delegate will conduct a Needs Assessment immediately following and/or concurrently with acceptance of liability for a service injury or disease.

Note. Needs Assessments are not conducted for death claims or claims for the loss of or damage to medical aids.

4.C.5.1 Purpose of Needs Assessment

The purpose of the needs assessment is to assist in identifying:

- any immediate medical treatment needs;
- which treatment pathway is most appropriate for the person;
- whether the person should be referred for a rehabilitation assessment; and
- what compensation is appropriate in the circumstances.

The needs assessment is not a decision on what compensation is payable. It is a process whereby the Department initiates claims for compensation benefits (including treatment and rehabilitation) that are appropriate given that person's circumstances.

4.C.5.2 Possible Needs and Benefits

A Needs Assessment involves a review of key areas of possible need, including:

- medical treatment and health care needs;
- incapacity payments, if the client is not able to work because of their conditions;
- rehabilitation needs, including vocational assistance to return to work, medical management assistance to manage treatment and medical goals, and/or psychosocial assistance to overcome any barriers to rehabilitation and to reintegrate into the community or work;
- assistance with managing activities of daily living, including household or attendant care services, or aids and appliances to manage daily living independently;
- assistance to help with mobility; and
- permanent impairment assessment and compensation.

4.C.5.3 Needs Assessment Process

Needs Assessments may be conducted over the telephone, in writing or by face-to-face meeting, depending on the urgency and/or complexity of the claim. A person may appoint a representative (Advocate) to assist them or to act on their behalf.

When liability for a service-related injury or disease is accepted, a Delegate will contact the client by mail or phone to explain the Needs Assessment process, and the client's related rights and responsibilities.

A face-to-face or telephone interview will usually be arranged to complete the assessment process. It is important to note that the person managing the process is aiming to develop a good understanding of the client's circumstances and needs. In some cases, additional information, in particular medical or allied health input, may be required before a clear assessment can be made and action initiated.

Where urgent needs are identified during the process the Delegate has responsibility to deal with these as a priority.

The process for conducting a Needs Assessment is normally as follows.

1. Prior to the person being consulted, the Delegate undertaking the Needs Assessment will review all relevant information available on the person's file. This will help identify possible needs and issues that should be discussed further with the client.
2. Comprehensive case notes relating to the Needs Assessment will be recorded on the person's file or on the relevant information data management system. This will ensure all staff involved in the management of the person's needs are aware of issues, discussions and outcomes or actions taken.
3. The outcomes of the Needs Assessment will be notified to the person in writing. The written confirmation of the Needs Assessment will identify the benefits that are appropriate for the person, including the applicable treatment path.
4. The person will be asked to sign the Needs Assessment before any compensation can be paid in order to meet the requirement for claims for compensation to be in writing.

Note. If the client has ticked the appropriate box on the claim form, or submitted a written request for compensation, then technically a signature on the Needs Assessment is not mandatory.

5. Delegates are required to take all reasonable steps to ensure that careful consideration is given to all issues discussed and that any identified needs are followed up.
6. If the Needs Assessment identifies the possibility of rehabilitation, then a formal rehabilitation assessment is required. If the person is a full-time serving member in the ADF, the relevant Service Chief is the rehabilitation authority and must be advised of the requirement to initiate a rehabilitation assessment.
7. The Needs Assessment must identify which treatment path is applicable, unless the person who requires treatment is a member of the ADF, in which case Defence provides the person's treatment.

4.C.5.4 Changes in Circumstances

DVA may initiate, or a client may request, another Needs Assessment if the client's circumstances change. For example, if:

- the client's medical condition is aggravated;
- there is a change in diagnosis or treatment required;
- the client's medical condition impacts on their employment situation; or
- they are no longer able to undertake certain tasks at work or at home.

A second or subsequent Needs Assessment might not involve a full review of all needs but will focus on specific issues.

More information on Needs Assessments is available here and in the DVA MRCA Policy Manual Chapter 2.3.

4.C.6 Incapacity Payments

Information on Incapacity Payments can be found here and in the DVA Incapacity Policy Manual.

Incapacity payments are economic loss compensation payments due to the inability (or reduced ability) to work, because of a service injury or disease. Incapacity payments are

essentially the difference between the amount a person would normally earn in a week and the amount they are actually earning in a week following their injury. The basic formula to calculate a person's payments is normal (weekly) earnings minus actual earnings.

Incapacity payments can only be made where the Commonwealth has accepted liability for the medical condition causing the incapacity.

'Incapacity' does not mean the same thing as a 'disability' under the VEA. 'Incapacity' for the DRCA and MRCA relates specifically to the ability to engage in suitable employment. Incapacity is not determined on the basis of pain, suffering, functional loss or bodily impairment, except in so far as these have a direct and medically certified effect on the person's capacity to engage in suitable employment.

There are three key tests for eligibility for entitlements:

- Liability must be accepted for the condition that is rendering the person incapacitated for work;
- The client must be incapacitated as a result of the accepted condition, either totally or partially; and
- The client must have sustained a loss of income due to being incapacitated for work.

Any client in an approved rehabilitation program will receive incapacity payments as if they were totally incapacitated.

4.C.6.2 Incapacity for Work - Definitions

'Incapacity', for the purposes of the MRCA, means '*incapacity for work or service*'.

Note: Incapacity for work under the DRCA refers to the work the person was doing ***prior to the injury that led to their incapacity***, while under the MRCA, incapacity for work or service refers to the work or service the person was doing ***prior to the onset of the incapacity***.

An incapacity for service refers to a person's inability to undertake their military duties, whereas an incapacity for work refers to a person's inability to undertake civilian work.

s5(2) defines incapacity for service or work as:

Incapacity for service, in relation to a person who has sustained an injury or contracted a disease, means an incapacity of the person to engage in the defence service that he or she was engaged in before the onset of the incapacity, at the same level at which he or she was previously engaged.

Incapacity for work, in relation to a person who has sustained an injury or contracted a disease, means:

- an incapacity of the person to engage in the work that he or she was engaged in before the onset of the incapacity, at the same level at which he or she was previously engaged; or
- if the person was not previously engaged in work, an incapacity of the person to engage in any work that it is reasonably likely that he or she would otherwise be engaged in.

4.C.6.2.1 Meaning of 'incapacity to engage in work at the same level'

Incapacity to engage in work at the same level is when a person, because of their accepted condition/s is:

- on a graduated return to work or unable to work pre-injury hours;
- unable to undertake specific duties;
- unable to work shifts or overtime; or

- redeployed to a lower paying position.

For example, a person might be unable to engage in work at the same level at which he or she was engaged before the incapacity because the person is unable to perform all of his or her previous duties or is unable to work his or her normal weekly hours.

4.C.6.2.2 Situations where incapacity payments might be payable

A period of incapacity may include any period when:

- the person is not working (i.e. is unable to engage in any work) because of the injury, or
- after ceasing to be incapacitated, the person remains on an approved rehabilitation program, or
- the person is restricted in work hours, ability to undertake shifts or undertake certain elements of the job ('work at the same level'), or
- the person is away from work attending medical treatment.

4.C.6.3 Claims for Incapacity Payments

s319 prescribes that claims for compensation (in addition to claims for liability) must be in writing. This requirement may be satisfied in one of the following ways:

- A tick in one of the boxes at question 23 on the MRCA claim form D2051; or
- The client's signature on a Needs Assessment; or
- Elect the benefit at the "Request for Benefits" section of the Online Single Claim Form (OSCF) for MRCA claims; or
- A written request for compensation.

s324 imposes an obligation on the Delegate to investigate any claim that is made in writing.

Claims may also be submitted using Form D1360 Claim for Incapacity for Service/Work. Use of Form D1360 ensures that the Delegate has all of the information needed to determine eligibility for and calculate the amount of Incapacity Payments payable.

4.C.6.4 Power to obtain information from Defence

Chapter 4 of the MRCA enables the MRCC to obtain information from Defence in relation to:

- rank and pay level;
- pay-related allowances;
- medical documents; and
- career progression.

4.C.6.5 Power to request/seek medical information

Incapacity payments must be supported by medical evidence of incapacity for employment. s330 of the MRCA provides the legislative authority for the MRCC to request provision of a medical certificate, or other information, to support a claim for incapacity from the person making the claim. Alternatively, the Delegate may approach a person's treating doctor directly to obtain information. This may be required if the person is unable to do this themselves due to their medical condition.

In the circumstance where the person alleges incapacity due to an accepted condition but has neither a treating GP nor a treating specialist the delegate may choose a medical examiner under s328 of the MRCA.

s328 of the MRCA provides a Delegate with the power to require a person to undergo a medical examination for the purpose of assessing their entitlement to incapacity payments. If the person:

- refuses or fails to undergo the examinations; or
- in any way obstructs the examination;

without reasonable excuse then their entitlement to compensation (excluding treatment) may be suspended until such time as they undergo that examination. Alternatively the person may choose to withdraw their claim to avoid suspension.

4.C.6.6 Medical Certificates

Each period of incapacity for which payments are claimed must be supported by medical evidence to support the contention that the person is incapacitated due to their accepted condition/s.

The MRCA defines what type of medical evidence is required to establish eligibility for Incapacity Payments. While minimum certification requirements have been developed by DVA, the Delegate must still determine what evidence is required in each case (i.e. GP, treating specialist or independent specialist). The following factors will be considered by the Delegate and may indicate that specialist evidence is required:

- Whether the person has psychiatric conditions, multiple injuries, sequelae conditions or whether there is contribution to the incapacity by non-compensable injuries.
- The time between the claim and the date of injury, date of transition or the last period of incapacity.
- The quality of the medical certification. Delegates are able to seek further justification for a medical certificate from its author or seek another opinion provided they have a reasonable basis for doing so.
- Any other relevant information i.e. evidence to suggest the person has left suitable employment for reasons other than their accepted injury but the person has a GP certificate

In most cases the medical opinion of the person's treating medical specialist is preferred (provided that the specialty is in the relevant field), though it may be appropriate to obtain advice from an Occupational Physician rather than a person's specialist.

More details on what is considered suitable medical evidence is available here.

4.C.6.7 Medical Transitions and ADF Medical Boards

A medical transition is an involuntary termination of the person's employment by the ADF on the grounds of permanent or at least long-term unfitness to serve, or unfitness for operational deployment.

Involuntary medical transitions from the ADF are made on the recommendation of a Medical Employment Classification Review Board (MECRB), which examines the member and also examines his/her medical record for the purposes of determining whether he/she is incapacitated in the long term, for Defence service. Following a recommendation to medically transition a person that member has the opportunity to appeal that decision, and to provide reasons why he/she should not be transitioned. This is an administrative matter involving only the person and the Department of Defence.

Involuntary medical transitions are mediated by the ADF's medical classification system.

A fuller description of the MEC system can be found here.

Note: BMS - Below Medical Standard. BMS is now an obsolete term and is found only in old cases. During the period of its currency, it meant a mild, a partial or a temporary state of incapacity for a particular military employment and was equivalent to the present MEC 2

or MEC 3. The term BMS has never 'officially' indicated a fitness category requiring involuntary medical transition from the ADF. Nevertheless, there are inconsistencies and some of the older medical documents use 'BMS' and 'MUFS' interchangeably.

4.C.6.7.2 Entitlement to Incapacity Payments immediately following medical transition

On the basis of the loss of Commonwealth employment due to the medical transition, it is DVA policy to accept the MECRB decision for medical transition (that is related to an accepted service injury or disease) as medical certification of up to four weeks incapacity, from the date of transition.

However this 'default' authorisation of payment does not extend beyond the start-date of any civilian employment commenced during that same four-week period.

Important note: Following this four-week period, the person must, if payments are to continue, produce further medical certificates from their treating doctors, to demonstrate continuing incapacity for civilian work or be participating in a vocational rehabilitation plan.

The Separation Health Examination (SHE), listing medical conditions, will be used by the Delegate as evidence, in conjunction with the actual MECRB decision, bearing in mind that a MECRB decision may be made several months prior to the actual date of transition.

More information on how DVA deals with medical transition is available here.

4.C.6.7.3 Veteran Payment

Where a member has lodged a claim with DVA for mental health conditions, they may be entitled to the Veteran Payment. The Veteran Payment is an interim payment that a member may receive while DVA assesses their claim.

Eligibility criteria are:

- has lodged a claim for a mental health condition under the MRCA,
- unable to work more than 8 hours a week,
- is below Age Pension age on the day that the claim for the mental health condition was lodged,
- is a resident of Australia,
- is in Australia when the claim for the mental health condition was lodged, and
- is below the income and asset test thresholds.

Single members receive the single rate of Veteran payment, while a members and partner both receive the Veteran Payment at the partnered rate.

More details on the Veteran Payment are available here.

4.C.6.8 Other Eligibility Issues

Other issues relating to eligibility for Incapacity payments are contained in the DVA Incapacity Policy Manual. These are listed below.

Incapacity payments for periods of medical treatment

Incapacity payments to attend medical appointments (that are not treatment) is not payable

Two or more conditions, all potentially totally incapacitating

Where several conditions combine to produce incapacity

Incapacity overtaken or removed by a later injury

Dual eligibility under the VEA and DRCA or MRCA

Aggravations

Voluntary transition/Retirements to prevent further injuries

Incapacity payments when a person is not in employment

Retrospective periods (arrears) of incapacity

'Top-up' payments

Overseas residence

Incapacity payments and rehabilitation

Payments when a person is entitled to incapacity payments but the final amount payable is under investigation - interim payments

4.C.6.9 Calculating Incapacity Payments

Incapacity payments are essentially the difference between what a person would normally earn in a week, (called Normal Earnings (NE) and the amount they are actually earning in a week (called Actual Earnings) following their injury.

Establishing a person's NE forms the basis for all incapacity payment calculations and is intended to be a representation of what the person could normally have expected to earn but for the injury. A person's NE is a notional amount.

4.C.6.9.1 Type of Service

NE is always based on earnings from the period of ADF employment during which the injury occurred. Subsequent earnings from employment undertaken after transition from the ADF are not considered. The method to calculate NE differs between serving and transitioned members and type of service giving rise to the injury.

The different types of service (Permanent Forces, Part-Time Reserve, Reservists undertaking Continuous Full Time Service, Cadets etc) the injury arose from will need to be established prior to calculating NE.

A guide to how NE is calculated for different types of services is available here.at:

4.C.6.9.2 NE for Serving and Transitioned Members

For serving members, NE is based upon earnings at the date of injury, and not necessarily when incapacity for work first arises from the injury.

s5 of the MRCA defines a former member as "a person who has ceased to be a member" and notes that "A cadet or a part-time Reservist who is unlikely to be able to perform his or her duties in the future as a result of an incapacity might be taken to be a former member."

The simplest/most common example of a former member is person who has transitioned from all forms of ADF service (including the Standby Reserve service). The person's ADF service record will confirm this.

Under s10 the Chief of the Defence Force (CDF) may advise the Commission in writing if the Reservist or cadet is unlikely to be able to perform their duties in the future as a result of his or her incapacity. If a determination is made by the CDF under s10 then the person is taken to have ceased to be a member for the purposes of the MRCA. This does not imply that person has been transitioned from the ADF as the ADF still retain the ability to recall the member to active service.

A person for whom a s10 determination has been made should not be referred to as being transitioned from the ADF. Instead this person is 'being taken to have ceased to be a member for the purposes of the MRCA'.

4.C.6.9.3 Implications of being a former member or having a determination under s10

Being a former member or being taken to have ceased to be a member for the purposes of the MRCA has the following effect:

- *DVA* becomes the person's rehabilitation authority, rather than the Chief of the Defence Force. This generally entails a broader range of rehabilitation services, including whole of person psychosocial rehabilitation, than is provided by Defence.
- Incapacity payments are calculated and paid under Part 4 of Chapter 4 of the MRCA for former members, as distinct from Part 3 of Chapter 4 of the MRCA, which relates to current members. The implications of which are:

  If the person has been in receipt of incapacity payments since prior to 1 July 2013, their Military Superannuation would not have been included in the calculation of incapacity payments while they were a serving member. Once they are a former member or being taken to have ceased to be a member for the purposes of the MRCA, the superannuation benefit will now be reduced from incapacity payment calculations.

  The reduction provisions (s131) apply after the person has been in receipt of incapacity payments for 45 weeks from the date of their transition or the s10 determination.
- The person may also be considered for SRDP eligibility, and become eligible for any of the ancillary benefits associated with SRDP eligibility.

4.C.6.9.4 Minimum and maximum NE

Where a person's normal earnings are less than the National Minimum Wage, s179 prescribes that the national minimum wage as the default NE for that person. This rate can be found in the MRCA Rates and Allowances tab on the Current Rates.

There is no maximum rate set for NE.

4.C.6.9.5 Adjustments to NE

Increments. NE will be adjusted in line with incremental pay advances that the person actually received or would have received if not for their medical transition. An 'increment' means an automatic or periodic increase in payment on the basis of age, length or continuity of service. In the context of ADF pay scales it is an advance in pay within a pay group.

Promotions. NE will be adjusted in line with pay increases due to actual ADF promotions up until the date of transition. A person must actually be promoted in order to receive the increase to NE.

Pay Rises. The ADF component of NE should be adjusted in line with increases to military pay. This is covered s185 of the MRCA. The civilian component of NE (where applicable) should be adjusted annually from 1 July by reference to the Wage Price Index (WPI) to 31 December of the previous year. This rate is published by the Australian Bureau of Statistics and can be found in CLIK.

Remuneration Amount. Where NE is based on full-time ADF pay and allowances, a remuneration loading is included in NE to compensate for the loss of non-salary benefits a person received whilst serving in the ADF (specified in the legislation as $100 originally). The remuneration amount is increased annually on 1 July by reference to the percentage increase in the ADF Workplace Remuneration Arrangements at 31 December of the previous year. The current amount is in CLIK.

Recruits, Officer Cadets and Apprentices. If a person was injured during their initial training, NE is established at the rank and pay level (plus allowances) they would have

attained upon completion of that training, from the date they would normally have completed the training. This applies to recruits, officer cadets, apprentices and other trainees. This policy is applicable regardless of the method of transition of the person from the ADF.

4.C.6.9.6 Allowance types to include in NE

The following types of allowances will be included in the calculation of NE:

- allowances the person was actually receiving prior to the injury;
- allowances which are taxable (i.e. pay related allowances);
- allowances which continue to be paid during leave; and
- allowances which are paid in respect of specific skills or qualifications attained by the person (i.e. allowances paid for licences, tickets, certificates).

The following types of payments will **not** be included in the calculation of NE:

- allowances for money spent (or likely to be spent) by the person on expenses (i.e. travel allowance, tropical clothing allowance);
- allowances that the person is not yet receiving i.e. a member who is injured whilst undertaking pre-deployment training and who cannot subsequently deploy because of that injury, cannot be compensated; and
- retention bonuses (these are not usually paid as an allowance but rather as a lump sum payment and are not considered allowances).

4.C.6.9.7 NE Example Period

NE is calculated with reference to an 'example period'. This period is usually the latest 2-week period before the date of incapacity, though there is discretion to determine a different period that more fairly represents the person's normal weekly earnings i.e. a different length of period or a different period in time.

There is no single definition in the MRCA for the 'example period'; instead it is defined within each applicable division of the MRCA (Part 3 and 4 of Chapter 4) depending on whether the person is serving and on the service giving rise to their injury. Each separate definition for the example period allows choosing a different period in time or adjusting the length of the period to ensure the amount calculated as NE fairly represents the person's earnings before the onset of incapacity.

4.C.6.10 Actual Earnings (AE)

Actual Earnings (AE) are defined in s92, s101, s105 and s115 for serving members. For former members, AE is defined under s132 as the greater of the following amounts:

- the weekly amount (if any) that the person is able to earn in suitable work; or
- the amount (if any) that the person earns for the week (including from allowances other than expense allowances) from any work that is undertaken by the person during the week.

s181 outlines the matters to be considered in determining actual earnings. Actual Earnings (AE) includes earnings from suitable work the person is doing, or able to do.

While NE will remain relatively fixed, AE is likely to fluctuate considerably between periods of incapacity.

More details on issues that impact on AE calculations is available here.

4.C.6.11 Effect of Superannuation

Parts 3 and 4 of Chapter 4 of the MRCA provides for reduction of weekly payments where the person is in receipt of superannuation benefits (pension and/or lump sum) under a Commonwealth superannuation scheme and the person:

- is incapacitated for work as a result of an injury; and
- 'retires voluntarily, or is compulsorily retired, from his or her employment'.

The MRCA references superannuation benefits received from a 'Commonwealth superannuation scheme'. Generally, it includes any superannuation scheme under which the Commonwealth makes contributions on behalf of a member.

The definition encompass those schemes applicable to Defence members i.e. ADF Super/Cover; Military Superannuation and Benefits Scheme (MSBS); and Defence Force Retirement and Death Benefits Scheme (DFRDB) (including the Defence Force Retirement Benefits (DFRB)), as well as the Commonwealth Superannuation Scheme (CSS), the Public Sector Superannuation (PSS), and the Public Sector Superannuation accumulation plan (PSSap) - for those reservists engaged in Commonwealth employment.

Superannuation benefits may be paid in the form of a pension, a lump-sum benefit, or a combination of both pension and lump-sum benefit. Incapacity payments are reduced dollar for dollar by the Commonwealth-funded portion of the pension (a weekly amount). Lump-sum benefits are converted to a weekly amount before incapacity payments are reduced dollar for dollar by the Commonwealth-funded portion.

More information on the impact of superannuation benefits on Incapacity Payments is available here.

4.C.6.12 Taxation of Incapacity Payments

Incapacity payments are made as economic loss compensation by way of income replacement, as distinct from non-economic loss compensation such as for permanent impairment. Incapacity payments are generally linked to a person's pre-injury earnings and are taxable at the appropriate marginal tax rate prior to payment to the person. Instructions as noted on a person's Tax Declaration form must be followed.

Incapacity payments are generally taxable because they are income-related payments. However, where the earnings being replaced are non-taxable, so too are the incapacity payments.

4.C.6.13 Maximum Rate Compensation Weeks and Step-Up Formula

During the first 45 weeks of incapacity, Incapacity Payments are automatically calculated using the full amount of NE. Beyond 45 weeks, the rate of compensation is dependent on the number of hours the person is working.

The MRCA contains provisions for calculating the rate of payment, depending on whether the person has accumulated less or more than 45 weeks of incapacity payments due to their accepted condition/s. Essentially, a person receives payment at a rate equal to 100% of their NE (with reductions for earnings and Commonwealth-funded superannuation) for the first 45 weeks of payment (this is called a Maximum Rate Compensation Week.

After 45 weeks in payment an adjustment percentage is applied to the NE, between 75% and 100%, depending on the number of hours the person is in employment. Employment may be paid or part of a work trial via a rehabilitation plan.

Under the MRCA, the 45 weeks commences from the receipt of any incapacity payments made after the member has been transitioned from all forms of Defence service (including Reserve service). The 45 weeks is a cumulative total, and not necessarily derived from a continuous period of incapacity. Periods that are less than a week contribute also to the total period of incapacity.

Under the MRCA a person only ever gets a total of 45 maximum rate weeks, irrespective of which injury causes their incapacity for work.

Step-Up Formula after 45 Weeks

% of Normal Weekly Hours Being Worked*	Adjustment Percentage
Nil	75%
25% or less	80%
> 25% but </= 50%	85%
> 50% but </= 75%	90%
> 75% but </= 100%	95%
100% or more	100%

* MRCA Normal Weekly Hours = 37.5 hours

4.C.6.14 Reduction, Suspension and Cessation

Reduction when Maintained in Hospital. s127 of the MRCA provides that where:

- a person is receiving incapacity payments; and
- as a result of their service injury or disease is being maintained in a hospital, nursing home or similar place/institution; and
- has been a patient of that institution for a continuous period of at least one year; and
- has no dependants;

their incapacity payments may be reduced. The amount of payment must remain at least at one-half of what the person is otherwise entitled to receive. The person's future needs and expenses and the length of time they are likely to be maintained in a hospital or similar must be considered before reducing payments.

The amount of compensation will not be reduced where the person has any dependants, dependent young persons or has a dependent young person in the care of another person.

Suspension. A person's right to compensation can be suspended under s50 and s329 of the MRCA if the person refuses or fails to undergo an examination without reasonable excuse. Under s52 of the MRCA, a person's right to compensation may also be suspended where they fail or refuse to undertake a rehabilitation program, without reasonable excuse. Medical treatment is exempted from the suspension.

Cessation when Imprisoned. s122 of the MRCA states the Commonwealth is not liable to pay compensation for a week to a person who is incapacitated for work if the person is imprisoned for the week in connection with his or her conviction of an offence. This section is triggered only if the person is:

- convicted, and
- imprisoned in connection with that conviction.

Cessation at Age Pension Age. s120 of the MRCA provides that weekly incapacity compensation is not payable to a person who has reached age pension age. However other forms of compensation (e.g. medical expenses, permanent impairment, household care) still continue to be payable.

Note. Incapacity payments may continue past age pension age where the person was injured after reaching an age that is 2 years before age pension age. In these circumstances, s121 of the MRCA provides that incapacity compensation may be paid for a maximum of 104 weeks (whether consecutive or not) after injury.

Note: From 1 Jul 2017, age pension eligibility age increases to 65.5, and increases by 6 months every 2 years until reaching 67 on I Jul 2023.

Redemption of Small Amounts. Small amounts of incapacity payments may be converted to a lump sum payment. This is referred to as a 'redemption' or 'commutation' although these terms are not defined in the Act. The intention of the redemption provisions is to reduce the cost to the Commonwealth of administering small weekly payments and to provide the person with the benefit of access to a lump sum rather than a relatively small weekly benefit. A redemption has the effect of 'buying out' liability to make future weekly compensation payments. It does not affect liability to pay any other compensation under the Act.

s138 (1)(d) requires that a person advises the Commission that he or she wishes to receive a lump sum redemption rather than incapacity payments. If the delegate is satisfied that the employee's degree of incapacity is unlikely to change (that is will not deteriorate or improve) and the person:

- is engaged in work; or
- is receiving a pension under a Commonwealth superannuation scheme; or
- has received a lump sum under a Commonwealth superannuation scheme;
- then future incapacity payments may be redeemed.

Lump sum redemptions are only made with the person's written consent. More information on redemptions is available here.

4.C.6.15 Special Rate Disability Pension (SRDP)

The SRDP provides an alternative form of periodic compensation (instead of incapacity payments) for people whose capacity for work has been severely restricted because of conditions due to military service on or after 1 July 2004. SRDP is not automatically granted. If a client is assessed as being eligible for the SRDP, they will be offered the choice between commencing SRDP or continuing to receive incapacity payments.

4.C.6.15.1 Eligibility for SRDP

A client will be offered the choice of receiving taxable incapacity payments up until Age Pension age or a tax-free SRDP if they:

- have an injury or disease assessed at 50 or more impairment points which is likely to continue indefinitely; and
- are in receipt of incapacity payments or have had their incapacity payments reduced to nil because of Commonwealth superannuation offsetting or because they received a lump sum amount of incapacity payments; and
- are assessed as:
  - unable to undertake paid work for more than 10 hours per week; and
  - unlikely to be assisted by rehabilitation to undertake paid work for more than 10 hours per week.

If a client becomes eligible to receive the SRDP, they will be offered the choice in writing, after which they will have 12 months from the date of the offer to advise DVA of their choice. There are financial implications attached to their decision, which is why they will be required to obtain advice from a suitably qualified financial adviser prior to making the decision to receive SRDP.

Note. Once the choice between SRDP and incapacity payments is made, it cannot be changed at a later stage.

More information on the SRDP is available here.

4.C.7 Permanent Impairment (PI) Compensation

4.C.7.1 Overview

Part 2 of Chapter 4 of the MRCA relates to claims for PI compensation.

"Impairment", as defined by s5 of the MRCA, in relation to a person "means the loss, the loss of the use, or the damage or malfunction, of any part of the person's body, of any bodily system or function, or of any part of such a system or function." "Permanent Impairment" (PI) is not specifically defined by the MRCA. However, in setting out the criteria which must be met for the Commonwealth to be liable to pay PI payments for a service injury or disease, s68 repeats the definition of this term used in section 4 of the DRCA; that is, an impairment "that is likely to continue indefinitely".

The MRCA bases PI on a Whole Person Impairment (WPI) concept that is drawn from the *American Medical Association's Guide*. The GARP M is the guide approved by the MRCC under s67(1) of the MRCA. GARP M is derivative of the *Guide to the Assessment of Pensions Fifth Edition* (known as GARP V) used to assess the extent of incapacity from war-caused or defence-caused injuries or diseases under the VEA.

Like GARP V, GARP M expresses the extent of medical impairment suffered by a person in impairment points (IPs) on a scale from 0 to 100. On this scale, zero IPs corresponds to no or negligible impairment from accepted conditions, and 100 IPs corresponds to death. Effectively, impairment points are percentages of WPI. GARP M also contains the same criteria as GARP V to be used in assessing the effect of a person's accepted conditions on the person's lifestyle. This is expressed in a numerical lifestyle rating from 0-7.

More information on PI compensation under the MRCA is available at Benefits if you were permanently injured and at the DVA MRCA Policy Manual Chapter 5.

4.C.7.2 Entitlement to PI

Under s68 of MRCA, the Commonwealth is liable to pay PI compensation to a person if:

- liability has been accepted for one or more conditions;
- a claim for PI compensation has been lodged;
- as a result of the accepted condition(s), the person has suffered an impairment which constitutes a minimum number of IPs;
- the impairment is likely to continue indefinitely; and
- the condition has, or, if more than one condition has been accepted, all of the conditions have, stabilised.

There is also a general rule of law that provides that a client must not unreasonably refuse treatment that will lessen the degree of impairment they suffer.

4.C.7.2.1 Minimum impairment points

s69 of the MRCA requires that PI compensation is not payable unless a person's WPI constitutes 10 IPs. IPs from more than one accepted condition can be combined to meet the 10 IP requirement.

The impairments excepted from the 10 IP requirement are impairments of the fingers, the toes, the sense of taste and smell, and hearing loss. For these impairments s69 of the MRCA requires that PI compensation is not payable unless WPI constitutes 5 IPs. IPs from more than one condition cannot be combined to meet the 5 IP requirement.

4.C.7.2.2 Aggravations

Under s70(2) of the MRCA, the amount of PI compensation payable in respect of an accepted aggravation of a pre-existing condition is the amount payable in respect of the IPs and lifestyle effects constituted solely by the aggravation.

Delegates are required to use Chapter 19: Partially Contributing Impairment and treat the impairment from the pre-existing condition as if it were an impairment from a non-accepted condition. Impairment from the aggravation will be treated as if it were an impairment from an accepted condition. The relative contributions of the pre-existing condition and the aggravation will be based on appropriate medical advice.

Aggravations are subject to the same minimum IP requirements discussed above.

4.C.7.2.3 Aggravations of signs and symptoms – s30

Aggravations of signs and symptoms are subject to the same permanent impairment (PI) consideration as other service injuries or diseases. Clients who have had aggravation of signs and symptoms accepted under s30 of MRCA will not be automatically disqualified from claiming PI on the basis of the assumed temporary nature of their aggravation. Instead, a claim for PI would only be rejected where it does not meet the criteria for PI provided in Chapter 4, Part 2 of the MRCA, based on medical and other relevant evidence.

More information on claims under s30 is available in the DVA MRCA Policy Manual available here.

4.C.7.2.4 Additional PI Compensation

Should a client already be in receipt of or entitled to PI (including interim) compensation for an accepted condition or conditions and suffers another condition, additional PI compensation is payable under subsection 71(1) of the MRCA to a person if:

- liability has been accepted for the new condition(s);
- a claim for PI compensation has been lodged in respect of the new accepted condition(s);
- as a result of the accepted condition(s), the person's WPI has increased by 5 IPs;
- the impairment is likely to continue indefinitely; and
- the condition has, or, if more than one condition has been accepted, all of the conditions have, stabilised.

Under s71(2) of the MRCA, if a person has been paid or is entitled to be paid PI (including interim) compensation and one or more of the accepted conditions deteriorates, additional compensation for PI may be paid if:

- a claim for PI compensation has been lodged in respect of the deterioration of the accepted condition(s);
- as a result of the natural deterioration of the accepted condition(s), the person's WPI has increased by 5 IPs;
- the deterioration is directly related to the natural progression of the condition(s);
- the new impairment is likely to continue indefinitely; and
- the condition has, or, if more than one condition has been accepted, all of the conditions have, now stabilised.

"Natural deterioration" means that a condition has become worse, not that it has been made worse. In other words, it must be distinguished from aggravation, and includes a situation whereby a progressive condition increases in gravity by running its ordinary course.

4.C.7.2.5 Likely to continue indefinitely

s73 of the MRCA requires the Delegate to "have regard to" the following matters when deciding whether an impairment is likely to continue indefinitely:

- the duration of the impairment;
- the likelihood of improvement in the accepted conditions concerned;

- whether the person has undertaken all reasonable rehabilitative treatment for the impairment; and
- any other relevant matters.

A detailed explanation of these requirements is available here.

4.C.7.2.6 Condition is stable

A condition being 'stable' simply means it is unlikely to improve to any major degree. This is not judged on the basis of possible improvement in impairment ratings

An impairment being 'permanent' means that the condition is not likely to resolve.

Essentially, it is a matter of medical evidence when an impairment becomes stable for the purposes of PI compensation. The Delegate must rely, in particular, on medical opinion to establish a date when the impairment stabilised. However, the last date of any active (as opposed to palliative) treatment of the impairment may also be indicative of stabilisation, if that treatment is no longer required. In cases where the stability of an impairment is unclear, The Delegate may seek the advice of a Contracted Medical Advisor (CMA) in providing an opinion based on existing medical evidence or by liaising with the client's treating/assessing medical practitioner.

It is important to note that there is a difference between the date an impairment becomes stable and the date an impairment becomes permanent. An impairment may well be permanent (i.e. likely to continue indefinitely, or not likely to resolve) but not yet stable (i.e. further treatment is likely to provide an improvement in the impairment, such as a back injury where active treatment is being undertaken or surgery is scheduled).

More information on the issue of 'permanent and stable' is available here.

4.C.7.2.7 Unreasonable refusal to undertake medical treatment

There is a general rule of law that a client must not unreasonably refuse treatment that will lessen the degree of impairment they suffer. This is known as the "doctrine of mitigation of damage" and will be applied to claims for PI compensation. The Delegate will need to decide, in light of the medical advice given to the client and all the circumstances known to the person, whether the person's refusal is unreasonable. Delegates may take into account many factors, including the risk of failure and the possible extent of benefit of the treatment, particularly when compared to the present position.

Factors might include the client's mental condition (such as an anxiety state), religious beliefs or personal experience of earlier treatment.

4.C.7.2.8 Unreasonable refusal to attend a medical examination

The principles and processes relating to refusal by the client to undergo a medical examination are detailed in paragraph C.3.6.3 above.

4.C.7.3 Calculating PI Compensation

The amount of PI compensation to which a client is entitled is calculated from the level of physical and/or mental impairment resulting from all of their accepted conditions (WPI points) and the effect that this impairment has on their lifestyle (lifestyle rating).

The impairment points from all accepted conditions are combined to arrive at a total impairment rating on a scale from 0 to 100 points. The impairment rating is then combined with the type of service the client was rendering at the time of the injury along with a lifestyle rating (from 0 to 7) to determine the compensation payable.

In general, the higher the degree of impairment caused by accepted conditions and the more that they affect the client's lifestyle, then the greater the amount of PI compensation they will be entitled to receive.

4.C.7.3.1 Impairment Points

The DVA claims assessor will arrange for the client to see an appropriate medical practitioner to have their level of impairment measured. The assessing medical practitioner will ask questions about how the accepted conditions affect their day-to-day functioning and/or measure the limitations on their normal functioning.

For psychiatric conditions, the assessment may be conducted by the client's treating psychiatrist, or if the client does not have a treating psychiatrist, DVA will make an appointment with an appropriate medico-legal assessor for them. The psychiatrist or the assessor will ask questions about how the client's psychiatric condition affects them in their daily life.

The assessing medical practitioner or psychiatrist will then send this information to DVA. This information will then be used by the claims assessor to calculate the overall percentage of impairment due to all of the accepted conditions using the relevant tables in the *Guide to Determining Impairment and Compensation* (GARP M).

4.C.7.3.2 GARP M

GARP M provides detailed instructions and tables for the assessment of the degree of medical impairment suffered by the client as a result of the accepted condition(s). Medical impairment has two components:

- physical loss of, or disturbance to, any body part or system; and
- the resultant functional loss.

Chapter 1 to 17 of GARP M contain two principal types of tables for each of these components. Physical loss is given an IP rating against criteria in "Other Impairment" tables and functional loss is given an IP rating against criteria in "Functional Loss" tables.

Medical impairment, as measured chiefly by loss of vital functions, is addressed in twelve system specific chapters.

Chapter 1 Cardiorespiratory Impairment

Chapter 2 Hypertension and Non-Cardiac Vascular Conditions

Chapter 3 Impairment of Spine and Limbs

Chapter 4 Emotional and Behavioural

Chapter 5 Neurological Impairment

Chapter 6 Gastrointestinal Impairment

Chapter 7 Ear, Nose, and Throat Impairment

Chapter 8 Visual Impairment

Chapter 9 Renal and Urinary Tract Function

Chapter 10 Sexual Function, Reproduction, and Breasts

Chapter 11 Skin Impairment

Chapter 12 Endocrine and Haemopoietic Impairment

There are five chapters describing methods of assessing certain non-system specific conditions.

Chapter 13 Negligible Impairment

Chapter 14 Malignant Conditions

Chapter 15 Intermittent Impairment

Chapter 16 Activities of Daily Living

Chapter 17 Disfigurement and Social Impairment

Impairment points from multiple conditions are not added arithmetically, but combined using the Combined Values Chart in Chapter 18. Instructions for using the Combined Values Chart are provided in Chapter 18.

Chapter 19 provides tables for determining partially contributing impairment (partially contributing impairment is applied whenever an impairment is not due solely to the effects of accepted conditions).

GARP M is available here.

4.C.7.3.3 Lifestyle Rating

A lifestyle effect is a disadvantage, resulting from an accepted condition, which limits or prevents the fulfilment of a role that is normal for a person of the same age without the accepted condition.

There are three options for determining the client's lifestyle rating.

Option 1 - Self-Assessment: Allows the client to self-assess the effects of the accepted conditions on his or her lifestyle. The self-assessment is expected to be broadly consistent with the level of impairment (in the shaded area). If the self-assessment is well outside the shaded area, the client should be invited to complete a lifestyle questionnaire in order to provide further details on the effects of their conditions on their lifestyle.

Option 2 - Delegate Assessment: If the client chooses this option, the Delegate is to determine the lifestyle rating based on the level of medical impairment. The higher option in the shaded area is used. This option can also be used when the client has failed to provide a self-assessment or lifestyle questionnaire.

Note. This is the option that Advocates should recommend to their clients. Only if the client is significantly more disadvantaged by their conditions than their peers should the Advocate recommend Option 1 or Option 3.

Option 3 - Lifestyle Questionnaire: The information that the client provides on their lifestyle questionnaire is used, along with other relevant information available, to allocate ratings in accordance with Tables 22.1 to 22.5. The ratings are to reflect the impact of the impairment from accepted conditions only. When using this option, an explanation of the ratings granted under each table needs to be provided to the client.

The person will be asked to make a choice between these options in DVA Form D2670 Lifestyle Rating.

If the client chooses Option 3, or if the Delegate requests, the client should complete DVA Form D2669 Lifestyle Questionnaire.

Chapter 22 of GARP M provides guidance on the calculation of lifestyle rating. The four components of a person's lifestyle that are considered are:

- personal relationships,
- mobility,
- recreational and community activities, and
- employment and domestic activities.

If the client is entitled to receive interim PI compensation due to a condition which has not stabilised, the lifestyle rating will be based on the interim impairment rating. The client's interim compensation will be reassessed once all the accepted conditions have stabilised. The client may be entitled to an additional compensation payment at this stage.

4.C.7.3.4 Calculating Weekly Amount

Chapter 23 of GARP M provides instructions and tools for calculating the weekly PI

compensation to which the client is entitled. This is done by the following process:

1. Calculate the IPs for the condition as described above. Two or more conditions are combined using the Combined Values Chart.
2. Select the appropriate Lifestyle Rating as described above.
3. Choose the appropriate Table. Table 23.1 is used where the IPs relate to warlike and non-warlike service. Table 23.2 is used where the IPs relate to peacetime service.
4. Choose the row for the combined IPs, and the column for the Lifestyle Rating. Where the two intersect is the client's compensation factor.
5. Multiply the compensation factor by the Maximum Weekly Payment. This is the client's weekly PI compensation payment (which is paid fortnightly).

EXAMPLE 1

A client has combined IPs of 40 points from warlike service. The client has chosen Lifestyle Rating Option 2, so the higher rating of the greyed area is selected – Lifestyle Rating 3.

On Table 23.1, the row for 40 IPs and LR 3 intersect at 0.421.

As at March 23, the MRCA Max PI was $375.80. The client's PI compensation is:

0.421 x $375.80 = $158.22 per week ($316.42 paid fortnightly).

He would also receive the Energy Supplement ($3.80 per week at 1 Jul 20).

EXAMPLE 2

A client has 20 IPs from an injury sustained on peacetime service. The client has chosen Lifestyle Rating Option 2, so the higher rating of the greyed area is selected – Lifestyle Rating 2.

On Table 23.2, the row for 20 IPs and LR 2 intersect at 0.124.

As at 1 Jul 20, the MRCA Max PI was $375.80. The client's PI compensation is:

0.124 x $375.80 = $46.60 per week ($93.20 paid fortnightly)

She would also receive the Energy Supplement ($3.80 per week at 1 Jan 18).

If the accepted conditions are caused by both warlike/non-warlike service and peacetime service, then the compensation payable is a weighted average of the compensation that would be payable if both conditions were caused by warlike/non-warlike service and by peacetime service. This is done by the following process:

1. Calculate the IPs for the conditions as described above. All conditions are combined using the Combined Values Chart.
2. Select the appropriate Lifestyle Rating as described above.
3. Using Table 23.1, calculate the compensation factor as if all the combined IPs related to warlike and non-warlike service. Choose the row for the combined IPs, and the column for the Lifestyle Rating. Where the two intersect is the warlike/non-warlike compensation factor.
4. Using Table 23.2, calculate the compensation factor as if all the combined IPs related to peacetime service. Choose the row for the combined IPs, and the column for the Lifestyle Rating. Where the two intersect is the peacetime compensation factor.

5. Calculate the weighted average of the two compensation factors using the formula:

   (A x C) + (B x D) / A + B , where:

   A is the sum of the IPs from all warlike or non-warlike service

   B is the sum of the IPs from all peacetime service

   C is the compensation factor if all IPs were from warlike or non-warlike service

   D is the compensation factor if all IPs were from peacetime service

6. Multiply the resulting compensation factor by the Maximum Weekly Payment. This is the client's weekly PI compensation payment (which is paid fortnightly).

EXAMPLE 3

A client has two accepted conditions. One related to warlike service has been assessed as 40 IPs. The other related to peacetime service has been assessed as 10 IPs. The combined impairment rating from Table 18.1 is 46 IPs. The client has chosen Lifestyle Rating Option 2, so the higher rating of the greyed area is selected – Lifestyle Rating 4.

On Table 23.1, the row for 46 IPs and LR 4 intersect at 0.496.

On Table 23.2, the row for 46 IPs and LR 4 intersect at 0.278

A = 40 B = 10 C = 0.496 D = 0.278

(A x C) + (B x D) / A + B

= (40 x 0.496) + (10 x 0.278) / 40 + 10

= (19.84 + 2.78) / 50

= 0.452

As at 1 Jul 20, the MRCA Max PI was $375.80. The client's PI compensation is:

0.452 x $375.80 = $169.81 per week ($339.72 paid fortnightly).

He would also receive the Energy Supplement ($3.80 per week at 1 Jul 20).

EXAMPLE 4

A client has five accepted conditions:

Condition 1 (warlike service) – 30 IPs

Condition 2 (warlike service) – 20 IPs

Condition 3 (non-warlike service) – 10 IPs

Condition 4 (peacetime service) – 15 IPs

Condition 5 (peacetime service) – 10 IPs

The combined impairment rating from Table 18.1 for all conditions is 61 IPs. The client has chosen Lifestyle Rating Option 2, so the higher rating of the greyed area is selected – Lifestyle Rating 5.

On Table 23.1, the row for 61 IPs and LR 5 intersect at 0.717.

On Table 23.2, the row for 61 IPs and LR 4 intersect at 0.563

The sum of the IPs from all warlike and non-warlike conditions is 60 IPs. The sum of the IPs for all peacetime conditions is 25 IPs.

A = 60 B = 25 C = 0.717 D = 0.563

(A x C) + (B x D) / A + B

= (60 x 0.717) + (25 x 0.563) / 60 + 25

= (43.02 + 14.075) / 85

= 0.672

As at 1 Jul 20, the MRCA Max PI was $375.80. The client's PI compensation is:

0.672 x $375.80 = $252.54 per week ($505.00 paid fortnightly).

He would also receive the Energy Supplement ($3.80 per week at 1 Jul 20).

Note. The compensation factors for warlike and non-warlike service reflect a premium where impairment has resulted from that service rather than peacetime service. A client will receive additional compensation where the impairment has resulted from injuries sustained on warlike and/or non-warlike service. The differential lessens as

impairment over 50 points is reached. Impairment of 80 or more points attracts the same level of compensation regardless of the nature of the service that gave rise to the injury or disease.

Current rates of Maximum PI Weekly Payment and Energy Supplement are available here.

4.C.7.3.7 Date PI compensation becomes payable for single condition

Under s77(1) of the MRCA, if PI compensation is payable under s68 of the MRCA for a single accepted condition, that compensation is payable from the later of:

- the date the claim for liability was lodged; and
- the date that the Delegate determines to be the date on which all of the following applied:
  - as a result of the accepted condition, the person has suffered an impairment; and
  - the impairment is likely to continue indefinitely; and
  - the accepted condition has stabilised; and
  - the requirements of s69 (or s70 for an aggravation) have been satisfied regarding the level of impairment.

4.C.7.3.8 Date compensation payable for more than one condition where person became entitled prior to 1 July 2013

If PI compensation is payable under section 68 of the MRCA for **more than one** accepted condition from a date prior to 1 July 2013, that compensation is payable from the later of:

- the date the most recent claim for liability was lodged for one of the conditions; and
- the date that the Delegate determines to be the date on which all of the following applied:
  - as a result of the accepted conditions, the person has suffered an impairment; and
  - the impairment is likely to continue indefinitely; and
  - all of the accepted conditions have stabilised; and
  - the requirements of s69 (or s70 for an aggravation) have been satisfied regarding the level of impairment.

4.C.7.3.9 Date compensation payable for more than one condition where person became entitled on or after 1 July 2013

If PI compensation is payable under s68 of the MRCA for **more than one** accepted condition and C.7.3.8 does not apply because the date of effect is not earlier than 1 July 2013, the date that compensation is payable may vary for each of the conditions.

In such cases the date of effect **for each condition** to which s68 applies is the later of:

- the date liability for each condition was claimed; and
- the date that the Delegate determines to be the date on which all of the following applied:
  - as a result of the accepted conditions, the person has suffered an impairment; and
  - the impairment is likely to continue indefinitely; and
  - the accepted condition has stabilised; and

- the requirements of s69 (or s70 for an aggravation) have been satisfied regarding the level of impairment.

4.C.7.3.10 Conversion to lump sum

s78 of the MRCA specifies the circumstances around the choice to convert an entitlement of a weekly amount of compensation into a lump sum.

Note that the client does not need to 'choose' to take compensation in the form of weekly payments. When s68, 74, 77 and 78 are read together, the only statutory 'choice' available under s78 is to take a lump sum payment and in certain circumstances, a combination of a lump sum and weekly payments.

Depending upon the weekly amount of compensation payable, clients may be entitled to take all of their PI as a lump sum, or part as a lump sum and part as a periodic payment. A person's payment options are as follows:

Percentage of Maximum Weekly Compensation to which the Client is Entitled	Payment Options
Under 10%	None, either 100% lump sum or periodic payments.
10% to 20%	50% lump sum, 50% periodic payments or either 100% lump sum or periodic payments.
Above 20%	25% lump sum, 75% periodic payments or 50% lump sum, 50% periodic payments or 75% lump sum, 25% periodic payments or either 100% lump sum or periodic payments.

The conversion of the weekly amount to a lump sum is based on a life expectancy table provided by the Australian Government Actuary. Adapted tables using data from the life expectancy tables are listed in the Military Compensation MRCA Manuals and Resources Library/Actuary Tables Used For Age Adjusting Lump Sum Payments.

Age adjustments are made for males over age 30 at their next birthday and females over age 35 at their next birthday, as at the date of notification of the choice between a periodic payment and a lump sum. This age difference is due to the fact that women live longer than men on a total population basis.

It is important to remember that the client's age at their next birthday, not their current age, is used to calculate their lump sum entitlement.

EXAMPLE 5

The client from Example 1 above is a male client who turns 50 at his next birthday. His weekly PI payment was calculated at $158.22 per week. From the actuarial table, the conversion factor for a male aged 50 at his next birthday is 961.0. The maximum lump sum would be $158.22 x 961 = $152,049.42.

His percentage of maximum weekly payments was greater that 20% (0.421) so he could convert to 25%, 50%, 75% or 100% lump sum.

He can choose to receive either:

- $38,912.55 lump sum plus $118.66 weekly payments;
- $76,024.71 lump sum plus $79.11 weekly payments;
- $114,037.06 lump sum plus $39.55 weekly payments; or
- $152,049.42 lump sum.

EXAMPLE 6

The client from Example 2 above is a female client who turns 50 at her next birthday. Her weekly PI payment was calculated at $46.60 per week. From the actuarial table, the conversion factor for a female aged 50 at her next birthday is 1127.7. The maximum lump sum would be $46.60 x 1127.7 = $52,550.82

Her percentage of maximum weekly payments was between 10% and 20% (0.124) so she could convert to 50% or 100% lump sum.

She can choose to receive either:

- $26,275.41 lump sum plus $23.30 weekly payments; or
- $52,550.82 lump sum

The amount paid as periodic payments prior to the client choosing their option is deducted from the lump sum payment if the 100% option is taken. Should only a percentage of the weekly PI compensation be converted to a lump sum, only the equivalent percentage of the payments made prior to the choice is deducted from the lump sum.

In order to elect a lump sum, s78 requires that:

- the client's choice must be advised in writing; and
- it must be made within 6 months of the date the client receives the s76 notice.

Note: The 6-month period in which the client must make the election does not begin until any review through the Administrative Appeals Tribunal, Veterans' Review Board or by internal reconsideration is finalised.

s78(2) of the MRCA states 'a person who makes the choice cannot change it'. Whilst s78(3) and 78(4) provides for a six-month period to make the choice and the extension of that period in special circumstances, it does not override the specific statutory direction that a choice cannot be changed. Therefore, once an option is selected the decision cannot be altered, this includes circumstances where a client elects to convert only part of their periodic payment into a lump sum. Any remaining weekly periodic payment cannot be subsequently converted to a lump sum amount after the first choice is formally advised.

More information in relation to 'special circumstances' is available here.

4.C.7.4 Addition Payment for Severe Impairment

s80 makes provision for severely impaired people to be considered for additional amounts of compensation, if maximum compensation is paid. Additional amount/s of compensation can be considered where all of the following criteria are met in relation to s80(1);

- The impaired person has been paid, or is entitled to be paid, MRCA PI (for transitional clients, they must meet the 5 IP threshold requirement at step 2(a) of Chapter 25 of GARP M), and
- The degree of impairment suffered constitutes 80 or more impairment points (for transitional clients this can be from a combination of MRCA, VEA and/or DRCA total impairment points as assessed at Step 1 of Chapter 25 of GARP M), and
- Maximum compensation is paid i.e. the impaired person must be in receipt of the maximum weekly rate (this may be, or have been converted to a lump sum amount). For transitional clients this can also be as a result of DRCA, VEA and MRCA contribution.

Once these criteria are met, s80(2) specifies that the client is entitled to receive an additional lump sum payment for each wholly or partly dependent, eligible young person (EYP). The amount payable is indexed annually. The current amount can be found in the EYPs table here.

This additional amount is payable for each person who was both an EYP and a dependant of the impaired person at the later of:

- the date determined by the Delegate to be the date that the client's impairment constituted at least 80 IPs (i.e. the determination date); or
- the date on which the claim for liability was made; or
- where more than one injury or disease resulted in the person reaching 80 impairment points, the date on which the most recent claim for liability for one of those injuries or diseases was made.

For the purposes of s80(2), a 'dependant' means any person mentioned in s15(2) (eg, a child of the impaired person) who is wholly or partly dependent on the impaired person, or would be but for that person's relevant incapacity (s15(1)).

'Eligible young person' means a person who is under 16 or certain persons who are 16 or more but under 25 (broadly, persons receiving full-time education and not engaged in full-time employment or work) (s 5).

In summary, an impaired person is entitled to additional compensation under s80 in respect of each child of that person, provided that the child is:

- an EYP at the time referred to in s80(2) (the 'relevant time') – broadly, the later of the date of determination by the Commission that the impairment threshold was met or the date a relevant claim was made under s319 of the MRCA; or
- born alive after the 'relevant time' but conceived before that time (s 80(3)(a)); or
- adopted on or after the 'relevant time' but in respect of whom adoption proceedings were begun before that time (s 80(3)(b)).

4.C.7.5 Other Benefits associated with PI

4.C.7.5.1 Financial or Legal Advice

Should liability be accepted for conditions that result in an impairment rating of at least 50 Impairment Points (IPs) the client is entitled to compensation for the cost of financial and/or legal advice. The only requirement for the financial adviser is that they are suitably qualified, and similarly, all legal advice must be provided by a practicing lawyer. The compensation

for the cost of financial and legal advice is payable either to the person making the claim or, if directed by the client, the person providing the financial or legal advice. Current limits are described here.

4.C.7.5.2 Pensioner Education Supplement

Former members who are eligible for permanent impairment payments and undertake "qualifying study" may be eligible for the Services Australia Pensioner Education Supplement (PES). This supplement is intended to assist with some of the ongoing costs of study. PES is not subject to an income or assets test.

Former members qualify for the Services Australia PES if they have a dependant child and are eligible to receive, or are receiving:

- payments of compensation for permanent impairment under s68 of the MRCA;
- payments for additional compensation for impairment from another service injury or disease under s71 of the MRCA; or
- interim compensation payments under s75 of the MRCA.

Special Rate DCP recipients who have a dependant child, and some veterans and their partners and widows who receive entitlements under the VEA, also qualify for PES.

The current rate of PES is available on the Services Australia website here.

4.C.7.5.3 Energy Supplement

MRCA permanent impairment payment recipients may be entitled to the energy supplement. Energy supplements are automated for most clients. The current amount of energy supplement is available here.

4.C.7.6 Common Law Action

s389 of the MRCA provides that a member or former member to whom PI compensation is payable, but who has not been paid any PI compensation, can institute an action for damages against the Commonwealth or a potentially liable member at common law. The action is taken 'in respect of a service injury or disease'. It is not the permanent impairment assessment that a person may take action against, but a single condition as distinct from other accepted conditions.

Once the member has elected to commence common law action, the choice is irrevocable and no PI compensation is payable after the date that this choice is made. The amount of damages at common law is restricted to a maximum of $110,000 and is not indexed. This amount is for pain and suffering (non-economic loss) only and compensation payments other than PI compensation will remain payable under the MRCA (e.g. incapacity payments). If PI compensation has already been paid/commenced, common law action cannot be taken.

Unlike compensation under the MRCA, which is provided regardless of whether or not any negligence on the part of the Commonwealth is involved, common law action can only succeed if the Court is satisfied that the Commonwealth or a potentially liable member was negligent.

4.C.8 Compensation following Death

Details of the forms of compensation available following the death of a member or former member are contained in Chapter 5 of the MRCA.

Most payments providing compensation following death under the MRCA are only available where:

- s12 of the MRCA applied to the deceased member; and
- there was a person or persons who met the definition of 'dependant' in s15 of the Act immediately before the member's death.

s12 of the MRCA requires that in order for compensation following death to be payable, the member must have met at least one of the following criteria:

- the MRCC has accepted liability for the death; or
- the member satisfied the eligibility criteria in s199 of the MRCA at some period of his or her life entitling him or her to make a choice between incapacity payments and the Special Rate DCP; or
- the MRCC has determined that the impairment suffered by the deceased member before his or her death as a result of one or more Defence-related injuries constituted 80 or more impairment points. The 80 points can be made of a combination of impairment points from the MRCA and other legislation as per the transitional methodology contained in the Military Rehabilitation and Compensation (Consequential and Transitional Provisions) Act 2004.

The exception is Bereavement Payments, which are available to wholly dependent partners or, if there was no partner, to EYPs, even if s12 did not apply to the deceased.

More information on compensation following death is available here.

Current rates of compensation following death are available here.

4.C.8.1 Eligibility for Compensation following Death

Compensation following death under the MRCA is available to a person who immediately before the death met **both** of the following criteria:

Criterion 1. The member was in one of the relationships listed in the definition of "dependant" in s15(2) of the MRCA with the deceased (see C.8.1.1). It is not sufficient for this relationship to have been in place at one time in the past i.e. a person must be in that relationship **immediately** before the death of the deceased.

Criterion 2. The dependant was either:

- wholly or partly dependent on the deceased; or
- but for an incapacity of the member would have been so dependent.

Some dependants are deemed to be wholly dependent without having to provide evidence.

Both criteria must be met to entitle a person to compensation following death. It is not sufficient to be in one of the relationships listed in s15(2); nor is it sufficient of itself to have been wholly or partly dependent on the member.

4.C.8.1.1 Criterion 1 – 'Dependant'

The only persons who ***might*** meet the criteria for being a dependant of a member or former member are:

The member's:

- partner,
- parent,
- stepparent,
- grandparent,
- child,
- stepchild,
- grandchild,
- brother,
- sister,

- half-brother, or
- half-sister.

The member's partner's:

- parent,
- stepparent,
- child,
- stepchild.

A person:

- who stands in the position of a parent to the member; or
- in respect of whom the member stands in the position of a parent.

Note. The types of persons who might be considered 'dependants' under the MRCA have been expended by legislation, predominantly the *Same-Sex Relationships (Equal Treatment in Commonwealth Laws-General Law Reform) Act 2008.* More information is available here.

4.C.8.1.2 Criterion 2 – 'Dependent'

To be a 'dependant' and therefore entitled to compensation, a person who meets criterion 1 must also have a degree of dependency on the deceased immediately prior to death, or for certain partners and children, be deemed to be wholly dependent.

There are three degrees of dependency: wholly, mainly, and partly. If the Delegate decides that there is no degree of dependency, then no compensation is payable. If the delegate determines that there is a degree of dependency, then compensation is payable. The nature and amount of that compensation depends on the degree of dependency. The degree of dependency, in turn, is determined by the nature of the relationship the deceased had with the person prior to death.

Establishing the degree of dependency is complex. More information is provided here.

4.C.8.2 Claims for Compensation following Death

To be entitled to any compensation for death, a dependant must first submit the claim form for compensation following a death approved by the MRCC (D2053 Claim for Compensation for Dependants of Deceased Members and Former Members).

Form D2053 must be used to claim liability for the death, compensation for death and funeral expenses.

With respect to late claims for compensation (those made years after the death), Delegates have been directed not to deny claims of dependants of a person (particularly dependants of a member who died after transition) merely on the basis that the notification was late. The merits of the case must be judged solely on the basis of the evidence relating to relationship and economic dependency at the time of death.

4.C.8.2.1 Survival of Claims after Death of Dependant

Where an amount of compensation for death has been assessed, but not paid prior to the death of the dependant (for example, a claim by a wholly dependent partner or an EYP) this entitlement is not cancelled by the death of the dependant.

DVA will pay any amounts of compensation still outstanding to the deceased dependant's designated executor or legally appointed administrator of the estate and not to any other person including those purporting to have a claim on that person's estate.

4.C.8.2.2 Survival of Right to Claim after Death

Where a wholly dependent partner or other dependant entitled to make a claim in relation to a member's death dies without making a claim, the person's legal personal representative may make a claim with any compensation being made to the dependant's estate, as set out in s321(3) and (4).

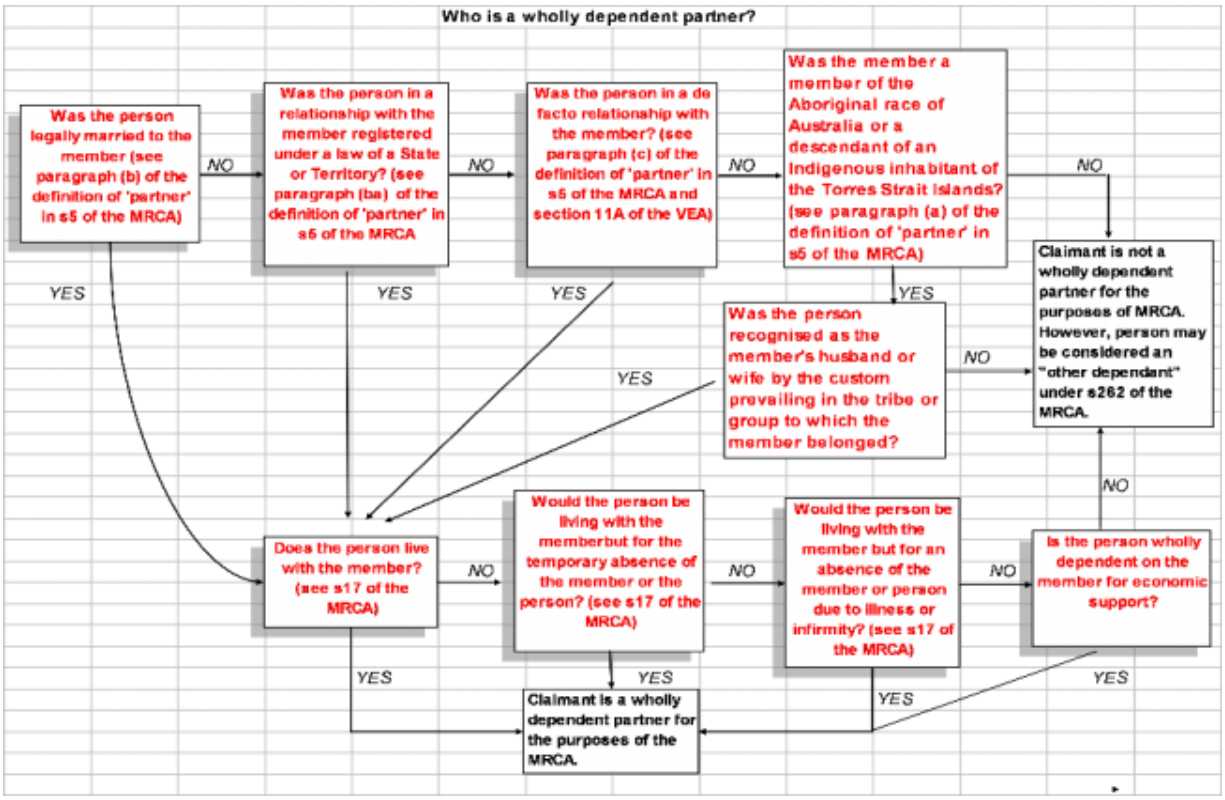
4.C.8.3 Compensation for Wholly Dependent Partners

The MRCA defines a wholly dependent partner of a deceased member as a person:

who was the partner of the member immediately before his or her death; and

who was wholly dependent on the member at that time.

The following flowchart shows the criteria used in determining whether a person meets the definition of a wholly dependent partner.



A wholly dependent partner may be entitled to:

- the wholly dependent partner's pension, either as a periodic payment, a lump sum or a combination of both;
- additional compensation following death;
- a gold card;
- MRCA supplement;
- bereavement payments;
- financial and legal advice;
- Income Support Supplement under the VEA; and
- clean energy supplement.

A wholly dependent partner with a dependent child who is receiving or has received compensation for their partner's death is also qualified for Pensioner Education Supplement from Services Australia (see C.7.5.2)

4.C.8.3.1 Wholly Dependent Partner Payments

Wholly dependent partners of deceased members who have claimed compensation following the members' death under the MRCA in relation to a MRCA death are eligible to receive weekly payments for life based on the rate of the War Widow/er's Pension under the VEA, or may convert 25%, 50%, 75% or 100% of this weekly amount to its lifetime equivalent as a lump sum. Any portion of the weekly amount, not converted to a lump sum, will remain a weekly payment.

The weekly payment is payable from the day after the date of the member's death regardless of when the claim is lodged. This is in contrast to the VEA under which the date of effect is limited to 3 months prior to the date the claim was lodged.

Any arrears in weekly payments for the period between the death and the claim being accepted are paid as the sum of the weekly amounts that applied during the period. The weekly payment is indexed twice a year.

More information on wholly dependent partner payments and conversion to a lump sum is available here.

4.C.8.3.2 Additional Compensation Following Death

Where liability for the member's death has been accepted, a wholly dependent partner also receives an additional compensation payment as a tax-free lump sum.

For a wholly dependent partner to be entitled to the additional compensation following death, it is not sufficient for the member to:

- have met the criteria for the SRDP at some time in his or her life; or
- have had permanent impairment assessed as being 80 impairment points or more immediately before death.

If the member was in one of these two categories, the MRCC must accept liability for the death, ie that the death was related to service in order for the additional compensation payment following death to be payable (all other compensation payable to the wholly dependent partner does not require a finding of liability).

The additional compensation payment following death is aged-based, with the maximum amount being paid up to the age of 40, after which age it decreases. The amount of additional compensation is determined by using tables provided by the Australian Government Actuary and is calculated using the rate of additional compensation following death payable on the date of death. The current maximum rate payable is available here.

The MRCA Supplement is a fortnightly payment that replaced Telephone (and Internet) Allowance and Pharmaceutical Allowance to eligible MRCA clients with effect from 20 September 2009. The MRCA Supplement is provided to a wholly dependent partner of a deceased member where:

- liability for the deceased member's death has been accepted; or
- the deceased member met the criteria for a SRDP safety net payment at some time during his or her life; or
- the deceased member's permanent impairment is assessed as being 80 points or more, immediately before his or her death.

The MRCA supplement cannot be paid if the wholly dependent partner is already receiving one under the VEA or the Social Security Act 1991. However, if the person receives the supplement at a lower amount under the VEA than the rate they would be entitled to under the MRCA, then the supplement is payable under the MRCA and the VEA allowance will be cancelled.

4.C.8.3.3 Veteran Gold Card

s284 of the MRCA provides for a Veteran Gold Card to wholly dependent partners of a deceased MRCA person, and EYP who are wholly or mainly dependent immediately before the person's death.

Wholly dependent partners and EYP with a Veteran Gold Card are entitled to the same treatment as former members with a Veteran Gold Card. Wholly dependent partners will have 'War Widow/er' embossed on their Gold Card.

4.C.8.3.4 Bereavement Payments

A wholly dependent partner of a deceased serving or former member is entitled to a bereavement payment where the serving or former member was receiving, or was entitled to receive, incapacity payments, permanent impairment periodic payments or the Special Rate Disability Pension (SRDP) under the MRCA at the time of his or her death.

If more than one partner was dependent on the serving or former member at the time of his or her death, the bereavement payment will be split between the partners having regard to the relative loss of financial support each has suffered as a result of the serving or former member's death.

If there is no wholly dependent partner, the bereavement payment can be made to a dependent child or dependent children of the deceased.

A bereavement payment is not payable where a permanent impairment entitlement was paid as a lump sum or in cases where periodic incapacity payments were redeemed by payment to the serving or former member as a lump sum of compensation.

The payment is equal to 12 instalments of the:

- weekly amount of incapacity payment;
- permanent impairment periodic payment; and/or
- SRDP payments;

that the deceased member was either receiving, or was entitled to receive, at the time of his or her death.

More information on bereavement payments is available here.

4.C.8.3.5 Income Support Supplement

The Income Support Supplement (ISS) may be paid to:

- eligible war widows and widowers under the VEA; and
- persons receiving wholly dependent partners' compensation under the MRCA.

The rate of ISS is generally assessed with reference to the following:

- income and assets,
- marital status, and
- residential situation.

There is no age restriction on eligibility for ISS. Once a person gains eligibility for ISS, that eligibility cannot be lost. However, the amount payable may be affected by, for example, an increase in assets or income.

4.C.8.3.6 Financial and Legal Advice

Reimbursement may be made if the wholly dependent partner seeks legal or financial advice. Compensation for the cost of financial and/or legal advice is payable to the person who made the claim or, if that person so directs to:

- the person who gave the advice; or

- any other person who incurred the cost of the advice.

4.C.8.4 Compensation for Eligible Young Persons (EYP)

An eligible young person (EYP) is someone who:

- is under 16; or
- between 16 and 25 and undertaking full-time education and not ordinarily engaged in full-time work on his or her own account.

Notes

Being an EYP has no significance of itself in the context of compensation following death. However, if an EYP was or is deemed to have been the dependant of a deceased member and was wholly or partly dependent on the member immediately before that member's death, that EYP will be entitled to lump sum and possibly also periodic payment compensation in respect of that death.

A person under 16 remains an 'EYP' regardless of their situation with regard to education or employment.

A person aged 25 or over cannot be an 'EYP' (although a person who is over 25 can, if enrolled in a course of education or training before turning 25, continue to receive MRCAETS payments).

Between 16 and 25, 'EYP' status depends on the receipt of full-time education at a recognised institution.

More information on EYP is available here.

4.C.8.4.1 Lump Sum

If an EYP who was wholly or partly dependent on a deceased member immediately before death applies for compensation (or the compensation is claimed on their behalf, for example by the deceased's partner), s/he is entitled to a tax-free lump sum compensation payment where:

- liability for the deceased member's death has been accepted; or
- the deceased member met the criteria for the SRDP during some period of his or her life; or
- the deceased member's permanent impairment is assessed as being 80 points or more immediately before his or her death.

The amount of the lump sum payable is the rate current as at date of death of the member.

4.C.8.4.2 Weekly Payments

If an EYP who was wholly or mainly dependent on a deceased member immediately before death applies for compensation, s/he is entitled to a weekly compensation payment (payable from the date of the member's death) while still an EYP.

For a dependant born after the death of the member, the weekly payment is only payable from the week in which the young person is born.

An EYP who was only partly dependent on the member before death is not entitled to the weekly payment.

The current amount payable as lump sum and weekly payments is available here.

4.C.8.4.3 Gold Card and MRCA Supplement

An EYP who was wholly or mainly dependent on a deceased member immediately before death is also entitled to a Veteran Gold Card and MRCA Supplement while they remain an EYP. See C.8.3.2 and C.8.3.3.

4.C.8.4.4 Education Assistance

The MRCC has established the Military Rehabilitation and Compensation Act Education and Training Scheme (MRCAETS) that is largely based on the Veterans' Children Education Scheme established under the VEA.

An eligible child for the purpose of gaining education assistance is an EYP who:

- is a dependant of a member or former member suffering impairment from service injuries or diseases assessed at or above 80 points; or
- is a dependant of a member or former member who has satisfied the criteria for the SRDP under the MRCA at some time in his or her life; or
- was a dependant of a deceased member immediately before that member's death where:
  - liability for the deceased member's death has been accepted; or
  - the deceased member met the criteria for a SRDP safety net payment during some period of his or her life; or
  - the deceased member's permanent impairment was 80 points or more immediately before his or her death.

More information on the MRCAETS is available here.

Compensation may be payable to 'other dependants' who were either wholly or partly dependent on the deceased or former member for economic support immediately before the member's death. 'Other dependants' are those in a relationship with the deceased listed in s15(2) other than partners and EYPs who were wholly or partly dependent.

Compensation will be provided to these persons if:

- liability for the deceased member's death has been accepted; or
- the deceased member met the criteria for the SRDP at some time in his or her life; or
- the deceased member's permanent impairment is assessed as being 80 impairment points or more immediately before his or her death.

A maximum amount is available for distribution amongst all 'other dependants' who meet the eligibility criteria described in s263(1)(b) of the MRCA. In addition, there is also an upper limit to the amount payable to each individual dependant.

The maximum amount and upper limit amounts are available here.

More information on how payments to other dependants is determined is available here.

4.C.8.6 Other Compensation

Information on other compensation payable following death is available at the following links.

Reimbursement of funeral expenses

Help paying for a funeral

Reimbursement of medical expenses

Reimbursement of transport costs of the body

4.C.8.7 Compensation if No Dependants

If a member or former member dies without dependants, the only compensation payable is:

- reimbursement of funeral expenses;

- reimbursement of expenses claimed by the person's legal personal representative;
- reimbursement for transport of the deceased member; and
- reimbursement for medical treatment of the deceased member prior to death.

4.C.8.8 Other Compensation Under the MRCA

4.C.8.8.1 Household Services

Household services are provided to members and former members of the Australian Defence Force (ADF) who have incapacitating DRCA or MRCA accepted medical conditions that mean they are unable to manage household tasks themselves.

Household services are provided to minimise the impact of injury, disease and illness on a member's or former member's ability to manage and maintain their household. Household services can be provided on a short-term basis, for example, while they are recovering from surgery, or for a longer period to support their ongoing requirements.

Household services may include meal preparation, cooking, cleaning, laundry, ironing, shopping, lawn mowing and gardening. Home maintenance services, such as painting, decorating, repairs, plumbing and electrical work, cannot be provided. Other services, such as car cleaning, and packing and unpacking boxes as part of moving house, are not considered household services.

More information of Household Services is available here.

4.C.8.8.2 Attendant Care

Attendant care services are provided to assist members and former members who have incapacitating DRCA or MRCA accepted medical conditions, which make it difficult for them to manage their own personal care.

Attendant care services cannot be provided if the member and former member is receiving care in a hospital, a care facility or a similar institution. For example, if they are in hospital or respite care, then they will not be eligible to receive attendant care services for the period they are away from home.

Attendant care services can include assistance with personal hygiene (bathing and toileting), grooming, dressing, feeding, and depending on the member's and former member's requirements, assistance with living as full a life as possible after a severe injury.

Attendant care services can be provided for a short period, for example, where a person is recovering from surgery; or for a longer period to meet ongoing needs. Attendant care services are separate to household services, medical or surgical services, and nursing care.

More information of Attendant Care is available here.

4.C.8.8.3 Catastrophic Injury or Disease

Provisions relating to catastrophic injuries (and diseases) were introduced under the MRCA and the DRCA in recognition of the fact that individuals with severe injury and/or illness often require higher than usual levels of support at home. Accordingly, members and former members of the Australian Defence Force (ADF) with catastrophic injuries under the DRCA or the MRCA are now entitled to receive all household and attendant care services reasonably required, without regard to the statutory limits that would ordinarily apply.

Satisfying the definition of catastrophic injury is not, however, a guarantee that individuals will receive higher levels of household and attendant care services. Those services will be provided on a needs basis subject to an assessment of individual circumstances.

More information on catastrophic injuries or diseases is available here.

4.C.8.8.4 Compensation for Travel Costs

Travel and accommodation costs under the MRCA can be paid/reimbursed for costs reasonably incurred for the purposes of:

- attending a rehabilitation assessment (s47); and/or
- attending treatment for an injury or disease (s290 and 291); and/or
- transporting another person to a hospital or other institution or a mortuary after that person has sustained an accepted injury, contracted a disease or died (s297); and/or
- transporting a wholly dependent partner or an EYP entitled to treatment under the MRCA to a hospital or other institution (s297); and/or
- attending a medical examination at the request of the Commission at any time after a claim is lodged (s328), for liability or compensation purposes.

Travel and accommodation costs can also be paid for travelling to obtain medical evidence or attending a review hearing by the VRB (s353). These provisions have been imported directly from the VEA.

More information on reimbursement of travel expenses under the MRCA is available here.

4.C.8.8.5 Motor Vehicle Compensation Scheme (MVCS)

The MVCS was established under the MRCA and provides assistance toward the cost of necessary motor vehicle modifications for eligible MRCA members and former members. The MVCS can also subsidise the purchase of a suitable and clinically required motor vehicle in certain limited circumstances.

Details of the MVCS are available here.

4.C.9 Medical Treatment for Injuries and Diseases

'Treatment' as defined by s13 of the MRCA:

"Means treatment provided, or action taken, with a view to:

- *restoring a person to physical or mental health; or*
- *maintaining a person in physical or mental health; or*
- *alleviating a person's suffering; or*
- *ensuring a person's social well-being.*

For the purposes of providing treatment under the MRCA, treatment includes:

- providing accommodation in a hospital or other institution; and
- providing medical procedures, nursing care, social or domestic assistance or transport; and
- supplying, renewing, maintaining and repairing artificial replacements, medical aids and other aids and appliances; and
- providing diagnostic and counselling services;

for the purposes of, or in connection with, any treatment.

Entitlement to treatment under the MRCA is derived from the acceptance by the MRCC of a claim for compensation following the acceptance of liability for:

- a service injury sustained or a service disease contracted by a person; or
- a service death.

The treatment provisions contained in Chapter 6 of the MRCA provide two Treatment Pathways for former members of the ADF. Part 2 of Chapter 6 provides compensation for the cost of reasonable medical treatment and is referred to as Treatment Pathway 1. Part 3 of Chapter 6 provides treatment via the DVA Health Card system and is referred to as Treatment Pathway 2.

A person may initially receive treatment for their accepted injury or disease under Defence regulations. However, once a Permanent Forces member transitions (or following acceptance of liability for former members, reservists and Cadets) and if a condition is permanent such that it may require treatment in the future, the person should receive treatment via Treatment Pathway 2 and be provided with a DVA Health Card.

Advocates should note that it is DVA policy to issue a DVA Health Card, rather than provide treatment via Treatment Pathway 1, wherever practical. Some people will have an automatic entitlement to a Gold DVA Health Card if they meet certain criteria as discussed in paragraph C.9.2.1. If a person meets any of these criteria, then the issue of a Gold DVA Health Card is automatic, and not discretionary, once a person transitions from the ADF.

4.C.9.1 Treatment Pathway 1 – Reasonable Reimbursement

Treatment Pathway 1 provides compensation for the cost of treatment that was reasonable for the person to obtain in the circumstances.

A Treatment Authority letter will be issued to Treatment Pathway 1 clients setting out a specified authority for treatment of the accepted conditions. Treatment Expectations will be available for providers, which set out DVA's expectations for an appropriate level of service. These pre-treatment guides remove the need for clients and providers to seek prior approval for the majority of primary care and allied health services.

Note. Treatment Pathway 1 will normally only be used for clients with short-term or one-off treatment needs, or where treatment is required before a DVA Health Card can be issued. DVA policy is to use Treatment Pathway 2 wherever possible.

More information on Treatment Pathway 1 is available here.

4.C.9.2 Treatment Pathway 2 – DVA Health Card

When issued with a DVA Health Card under the MRCA, holders become entitled to treatment provided through the:

- MRCA Treatment Principles (contained in Instrument 2013 No. MRCC53);
- Repatriation Private Patient Principles (contained in Instrument 2015 No.R33); and the
- MRCA Pharmaceutical Benefits Scheme (contained in Instrument 2013 No. MRCC 44).

These instruments are available in the CLIK Legislation Library. The scope of these treatment arrangements broadly replicates the treatment arrangements under the VEA.

4.C.9.2.1 Veteran Gold Card

Former members of the Australian Defence Force (ADF), cadets and reservists who have conditions for which liability has been accepted under the MRCA are eligible for a Veteran Gold Card if they:

- have permanent impairment from accepted conditions assessed at or above 60 points; or
- have a permanent impairment from accepted conditions assessed at 30 points or above, and the person is receiving any amount of the Service Pension; or
- meet the criteria for the Special Rate Disability Pension (SRDP) even if they have not chosen that pension.

The Veteran Gold Card identifies the person as being eligible for treatment and care for all health care conditions at DVA's expense.

The Gold Card should be presented whenever the holder visits:

- a doctor, medical specialist, dentist, pharmacist, dental prosthetist, optometrist or other health care professional who provides services under DVA arrangements; or
- a hospital or day procedure facility.

Most healthcare providers in Australia accept DVA Veteran Cards, however the holder should confirm with a provider they have not used before that they accept the DVA Veteran Card as full payment for treatment to ensure they will not have any unexpected out-of-pocket expenses.

More information on eligibility for and the use of the Veteran Gold Card is available here.

4.C.9.2.2 Veteran White Card

A Veteran White Card will be issued to former members of the ADF, current part-time Reservists, Cadets and, in limited circumstances, to full-time members who have a medical condition accepted as service related under the MRCA.

The White Card should be presented whenever the holder is seeking treatment related to accepted war or service-caused injury or disease, or when seeking treatment for a specific condition as described above, and visits:

- a doctor, medical specialist, dentist, pharmacist, dental prosthetist, optometrist or other health care professional who provides services under DVA arrangements and to whom the person is referred for treatment; or
- a hospital or day procedure facility.

More information on eligibility for and the use of the Veteran White Card is available here.

4.C.9.2.3 Community Nursing Services

Some former members of the ADF with serious injures may require extensive care to live independently in the community. Appropriate care may be provided through Attendant Care services provided for in Chapter 4 of the MRCA, and discussed above in paragraph 4.C.8.8.2. However, some persons will require Community Nursing Services in their own home in order to live independently.

Part 7.3 of the MRCA Treatment Principles provides Community Nursing for DVA Health Card holders on Treatment Pathway 2. The Community Nursing program provides access to community nursing services to eligible former members of the ADF to meet all of their clinical needs. The contracted Community Nursing provider that delivers the Community Nursing services assesses these clinical needs. It is expected that a majority of former ADF members requiring community nursing services on Treatment Pathway 2 will have a high complexity and level of care needs.

The Community Nursing program has an 'Exceptional Case Unit' of contracted specialist nurses that assesses the individual care needs of complex and high-level clients to determine the fee to be paid for this care.

More information on Community Nursing Services is available here.

4.C.9.2.4 Aids and Appliances

The definition of treatment in s13 includes the provision of aids and appliances in s13(2)(b). However, aids and appliances may also be provided under Chapter 3 of the MRCA, either in conjunction with a rehabilitation program or to those who have been assessed under s44 as not having the capacity for rehabilitation.

s5 states that a *medical aid* of a person means an artificial limb or other artificial substitute, or a medical, surgical or other similar aid or appliance, that is used by the person.

The requirement for an aid or appliance pursuant to Chapter 3 is considered according to the criteria specified in s58(2) Included at s58(2)(b) is consideration of *any difficulties faced by the person in gaining access to, or enjoying reasonable freedom of movement in, his or her place of residence, education, work or service*.

In general terms an aid or appliance pursuant to the provisions of Chapter 3 is designed to assist a person to enjoy freedom of movement in the community. Items that might assist in the home could include:

- backrests,
- grab rails,
- shower chairs,
- pick-up sticks,
- specially designed chairs,
- tap turners, and
- other adaptive equipment.

Items that might assist in the workplace could include:

- document holders,
- writing boards,
- specially designed chairs,
- footrests, and
- wrist-rests.

A medical aid or appliance provided as treatment under Chapter 6 should have a curative or palliative effect. Typically, these items are likely to include prostheses, orthopaedic footwear, wheelchairs and tens machines. In practice, many aids or appliances could come under either provision.

More information on the provision of aids and appliances is available below.

Equipment and modifications for you and your home

DVA MRCA Policy Manual Chapter 8.4.4

4.C.9.2.5 Residential Care

Residential care such as might be provided in a nursing home or hostel is provided for in Part 10 of the MRCA Treatment Principles. Where a person is a MRCA DVA Health Card holder and is in high-level residential care solely because of their accepted MRCA injury or condition, (i.e. not because of a requirement for aged care) the Department pays the residential care subsidy instead of the Department of Health and Ageing and may also, in exceptional circumstances cover the *'residential care amount'*.

More information on residential care here.

4.C.9.3 Treatment available under the VEA for eligible MRCA persons

Although the VEA is generally closed off after 1 July 2004, there are five provisions of the VEA that continue to provide treatment entitlements to eligible MRCA persons. A person with MRCA service may be entitled to treatment if they meet the definition of a veteran, as defined in s5C of the VEA. s5C defines a veteran as anybody with eligible war service. Eligible war service is defined in s7 and includes, among other things, a person who has rendered operational service. Under s6F operational service includes warlike or non-warlike

service. Therefore anybody who has rendered operational service, irrespective of whether it is only on or after 1 July 2004, can be considered a veteran within the meaning of the VEA and may be eligible to access the treatment provisions of the VEA.

More information on treatment for MRCA persons under the VEA here.

4.C.10 Reconsiderations and Appeals

4.C.10.1 Overview

Chapter 8 of the MRCA provides for 'Reconsideration and Review of Determinations'.

'Reconsideration' is a process whereby the MRCC carries out an internal review of an 'original determination' made under the provisions of the MRCA.

'Review' is a process whereby a 'reviewable determination' can be reviewed by the Veteran's Review Board (VRB) or the Administrative Appeals Tribunal (AAT).

Since 1 January 2017, a single appeal pathway to the Veterans' Review Board (VRB) exists for clients under the MRCA. Prior to this date, MRCA clients had a choice to pursue a review by the VRB or a reconsideration by another DVA officer. The MRCC can still conduct a reconsideration of a determination on its own initiative.

Note. In terms of representing clients, requests for review by the VRB will be conducted by a competent and authorised Level 3 Advocate. Requests for review by the AAT will be conducted by a competent and authorised Level 4 Advocate.

The purpose of both reconsiderations and reviews is to ensure that the correct determination is reached. It is not a matter of defending the original or reconsidered determination. Often, further evidence comes to light that enables the Board or Tribunal to come to a different view than was previously held. That is not to say that the original determination was wrong, but rather that a different determination can now be made.

Information on Reconsideration and Appeals is available here.

4.C.10.2 Decisions that can be Reconsidered

Many of the decisions that are made under the MRCA can be reconsidered or reviewed if the person making the claim is not satisfied with the decision. The decisions that are open to reconsideration include, but are not limited to, decisions relating to:

- initial liability for an injury, disease, illness or death;
- incapacity for work payments;
- permanent impairment compensation payments;
- payment for household and attendant care services;
- payment for the costs of modification to the home, car or workplace; and
- provision of rehabilitation services;

The client (or representative on the client's behalf) may request a reconsideration if:

- the client does not agree with the decision;
- the client is not satisfied with the reasons given for the decision; or
- the client has more evidence to support their claim.

4.C.10.3 Applying for a Review by the VRB

The client or his/her representative may make an application to the VRB for review of an original determination. An application for review must:

- be in writing; and
- set out the reasons for the application; and

- be given to the Commission within 12 months after the day on which notice of the determination was given to the person making the application.

The client must state why they think the determination is incorrect. It is not sufficient to simply state that they consider the initial determination was wrong. If they have further information or evidence to support the claim, they should include it with their request for review.

If the client is collecting new supporting evidence for the claim but have not obtained it by the end of the application period (i.e.12 months), they should still send in the request for review. In the request, they should advise the Board of the evidence that they are seeking and when they think they will be able to provide it.

4.C.10.5 The VRB Review Process

A reconsideration of a MRCA decision generally follows the following process.

1. A determination is made under the provisions of the MRCA.
2. The determination is sent to the injured employee, client or representative including reasons for the decision and with a statement that the determination can be reconsidered if the employee or client is dissatisfied with the determination.
3. The employee, client or representative has a period of 12 months in which to request that the VRB review the determination. Any such request must be in writing and must set out the reasons for the client's dissatisfaction with the determination.
4. The MRCC must provide the Board and the applicant with a copy of the Departmental report, within 6 weeks of an application being lodged. The report (referred to as a s137 Report) must contain a copy of all of the documents relevant to the claim.
5. In most cases, the application will enter the Alternate Dispute Resolution process.

The first step of this process is called Outreach. Generally, this will be a minimum of 4 weeks after the 'Applicant's Advice' form is received by the Board. If there are any special circumstances, a person may request that an outreach be held at an earlier or later date. The outreach will take place between the applicant and the Conference Registrar only (the respondent does not attend). Generally, it will take place by telephone. If there is a need for an outreach to take place face to face, the person should advise the Board as soon as possible. The applicant is not required to prepare any written material for the outreach. However, they are more than welcome to do so, should they wish too, as this may assist progressing the application.

The next steps following an outreach may include a:

- favourable decision for the applicant, on the papers; or
- direction or request for additional information; and
- adjournment of outreach; or
- first conference; or
- case appraisal; or
- neutral evaluation; or
- direction to list for a full hearing.

Note. Full details of all of these VRB processes are contained in the VRB Practice Direction shown below.

The Board writes to the client, setting out the decision and, in some detail, the Board's reasons for deciding the review in a particular manner. The Board's decision will generally be to affirm, vary, set aside or set aside and remit the determination. The client will be advised that he/she has a right to 'appeal' to the Administrative Appeals Tribunal if he/she is dissatisfied with the result of the VRB review.

More information on VRB processes is available in:

VRB General Practice Direction available at:

(Currently under review. Link will be inserted when available).

VRB Practice Direction - A guide to understanding your decision at:

(Currently under review. Link will be inserted when available).

4.C.10.6 Reviews by the AAT

Applications for review of a 'reviewable decision' must be made to the AAT within 60 days of the date on which the reviewable decision is furnished (provided to) the employee, the client or the Commonwealth. In practical terms, the 60-day time limit runs from the day on which the reviewable decision is received.

A compensation client under the MRCA (or the Commonwealth) does not have access to the AAT until a reviewable decision is made.

There is provision for the AAT to extend the time in which an application for review can be made. Where a client seeks to lodge a late application for review, the MRCC is consulted (in relation to the cases it determines) as to whether they have any objection to late lodgement of an application for review. Whether a late application can be accepted as a valid request for review is ultimately a matter for the AAT to decide.

Ultimately, the AAT has a responsibility to come to the correct and/or preferable decision in relation to a particular matter that it is asked to consider.

4.C.10.7 The AAT Review Process

A review of a DRCA reviewable decision generally follows the following process.

1. The client or the Commonwealth applies to the AAT for review of a specific reviewable decision. Applications should be made within 60 days of the date on which the reviewable decision was received. However, as mentioned, there is provision for the AAT to extend the time allowed in which to apply for review by the AAT.
2. The AAT notifies the MRCC that an application for review has been lodged, to which decision the application relates and the matter(s) to which the AAT application relates.
3. The MRCC has a period of 28 days in which to provide the AAT with a statement in accordance with Section 37 of the *Administrative Appeals Tribunal Act 1975*. The statement has to set out a history of the case and the reasons why the reviewable decision was made.
4. Since the AAT does not encourage matters to proceed to a full hearing, there is a desire to try to resolve matters between the parties to the AAT application (usually the employee or client and the MRCC) without the necessity for a hearing. For this reason, there will usually be one or more conciliation conferences before a matter is set down for a formal hearing (known as Alternate Dispute Resolution or ADR). Conciliation conferences are usually conducted by conference telephone with the parties to the conference being the employee, client or his/her legal or other representative such as an Advocate, the legal representatives of the Department who are briefed by National Office Appeals Section staff and, finally, a member or Senior Member of the AAT.

5. If it is not possible to resolve a matter without a formal hearing by the AAT, a hearing date will be scheduled and the matter will be heard at the appointed time. The parties to proceedings are as in step 4 above.
6. When the hearing is finalised, the AAT reserves judgement and, after a period of usually weeks, hands down a decision regarding the matters that have been considered.
7. The parties to the AAT's decision are bound by that decision unless an appeal against the AAT's decision is made to the Federal Court of Australia.
8. An appeal to the Federal Court can **only** be made on a point of law; that is, on an interpretation of the relevant legislation. In other words, there is no provision for the Federal Court to review an AAT decision on the basis of the facts of a case.

PART D - REHABILITATION

4.D.1 Introduction

DVA's approach to rehabilitation is much broader than just treatment to promote physical recovery from an injury or illness related to service in the ADF.

DVA uses a whole of person approach to rehabilitation, which can be best explained by the following definition of rehabilitation used by the Australian Faculty of Rehabilitation Medicine:

"The combined and coordinated use of medical, psychological, social, educational and vocational measures to restore function or achieve the highest possible level of function of persons physically, psychologically, socially and economically; to maximise quality of life and to minimise the person's long term health care needs and community support needs."

Information on rehabilitation is available here.

4.D.1.1 Types of Rehabilitation Support

There are three types of rehabilitation support that DVA clients can access. These are:

- Medical Management Rehabilitation
- Psychosocial Rehabilitation
- Vocational Rehabilitation

4.D.1.1.1 Medical Management Rehabilitation

Medical management rehabilitation is provided as an adjunct to treatment. It helps to restore or maximise a person's physical and psychological function by helping them to manage their treatment or health needs. This may involve helping the person to coordinate their medical treatment appointments or surgical interventions, to help them to understand medical information, to manage their self-care needs and to look at their need for aids and appliances, particularly after surgery. Medical management rehabilitation is usually provided where a person is having difficulties managing their treatment or has high support needs.

Further information about medical management rehabilitation can be found in paragraph 4.D.4.

4.D.1.1.2 Psychosocial Rehabilitation

Psychosocial rehabilitation interventions aim to change perceptions of injury, pain, the future, loss and life changes as a result of injury or illness. They aim to help alleviate anxiety associated with accepting that an injury has occurred, enhance the recovery process and assist in maintaining or improving a client's wellbeing. Psychosocial interventions help address barriers to the person reaching their rehabilitation goals.

A client's rehabilitation program may focus solely on a package of psychosocial interventions. However, it is more likely that psychosocial activities will be offered in conjunction with medical and/or vocational rehabilitation services.

Further information about psychosocial rehabilitation can be found in paragraph D.5.

4.D.1.1.3 Vocational rehabilitation

Vocational rehabilitation is a managed process that provides an appropriate level of assistance, based on assessed needs, necessary to achieve a meaningful and sustainable employment outcome. Vocational rehabilitation can assist a person to remain in their current employment, or to find alternative employment if that is not possible.

Services may include vocational assessment, guidance or counselling, functional capacity assessments, work experience, vocational training and job seeking assistance.

Vocational rehabilitation incorporates the concept of suitable employment. Suitable employment means that a person's skills, training and experience, together with their medical situation, are assessed. The focus is what the person can do rather than what they cannot do.

There is a growing body of evidence internationally about the health benefits of safe and meaningful work and the importance of employment in helping a person get their life back on track after a work-related injury or illness.

Further information about vocational rehabilitation can be found in paragraph D.6.

4.D.1.2 Aim of Rehabilitation

The aim of rehabilitation is to help a person adapt to, and wherever possible, recover from an injury or illness that is related to their Australian Defence Force (ADF) service.

The main focus of rehabilitation is on:

- achieving as full a physical and psychological recovery as possible;
- improving quality of life through gaining life management skills, a sense of direction for the future and resilience;
- rebuilding social connectedness to family and community;
- finding a new valued role within the community;
- learning to understand and self-manage physical and mental health conditions to the best of the person's ability;
- assisting the person to return to safe and meaningful work at the earliest possible time to minimise further harm to physical and mental health and wellbeing through long term absence from employment; and
- reducing the human and economic cost of disability for ADF members, former members, their families and the broader community.

Goal Attainment Scaling is central to achieving the aims of a DVA rehabilitation program. This is because the Goal Attainment Scaling process provides an opportunity for veterans to reflect on their life satisfaction and identify goals and objectives to help them start to make life changes, or set a new direction, after a service injury or disease. The support of a rehabilitation provider in helping the veteran to set, work towards and achieve rehabilitation goals helps to build confidence and a sense of hope for the future.

4.D.1.3 DVA's Rehabilitation Framework

DVA is committed to providing rehabilitation services based on best practice principles. These principles are:

- Care and respect for the client is paramount.
- Early intervention processes and practices must operate.
- Whole of person rehabilitation needs must be addressed.
- The client, and their significant other, must be actively involved in the development of an appropriate rehabilitation plan/program with realistic goals.
- All key stakeholders must be actively involved in an effectively coordinated plan/program of activities.
- Rehabilitation plans must be focused on whole-of-person goals and outcomes.

DVA aims to achieve this achieve this by:

- adopting the MRCA rehabilitation provisions to drive policy development for all DVA rehabilitation clients;

- using the expertise of the Rehabilitation Advisory Committee as a consultation mechanism with industry to guide our best-practice decision making processes;
- applying nationally consistent standards, practices and principles;
- promoting excellence in service delivery and case co-ordination as the norm;
- adopting the Goal Attainment Scaling method to rehabilitation;
- challenging existing practices and reviewing and revising current approaches and policy;
- adopting a robust structure to measure success for rehabilitation activities;
- developing a supportive work environment which shares knowledge, experiences and expertise;
- promoting the importance of rehabilitation and its outcomes in the lives of DVA clients; and
- acknowledging the role of family, friends and significant others in the client's life in achieving long term positive outcomes in the rehabilitation process.

More information on the MRCA rehabilitation principles and protocols is available here.

4.D.1.4 Parties Involved in Rehabilitation

The parties involved in the rehabilitation process may include the:

- member or former member undergoing rehabilitation;
- DVA Rehabilitation Coordinator, responsible for liaising and coordinating with all other parties;
- rehabilitation service provider/s;
- the member's or former member's treating medical practitioner;
- allied health workers;
- the member's or former member's employer;
- training organisations;
- the member's or former member's partner or family members.

4.D.1.4.1 Rehabilitation Authority

s39 of the MRCA defines who the rehabilitation authority is in relation to current and former members of the ADF.

If a person is a full-time serving member, reservist on Continuous Full Time Service (CFTS) or part time reservist and not identified to be medically transitioned, then the Chief of the Defence Force is the rehabilitation authority.

The MRCC is the rehabilitation authority in all other cases where the Chief of the Defence Force identifies the member as "likely to be transitioned" for medical reasons, or if the MRCC, after considering advice from the Chief of the Defence Force, determines, in writing, that the Commission is to be the rehabilitation authority for a specified person at a specified time.

4.D.2 Legislative Provisions

Because DVA provides rehabilitation assistance to entitled serving and former ADF members, reservists, and cadets, it administers programs under the VEA, DRCA and MRCA.

VEA. s115B of the VEA provides the legislative authority for the Repatriation Commission to establish the Veterans' Vocational Rehabilitation Scheme (VVRS). The VVRS is a

voluntary and solely vocational rehabilitation scheme for veterans with eligible service under the VEA, irrespective of whether they have an accepted disability. More information on the VVRS is at paragraph D.12.

DRCA. Rehabilitation services under the DRCA have traditionally had a return to work focus for clients who had suffered a service-related injury or disease. Some non-return to work services were provided if they supported a client's independent living needs, or their general functioning. This has mainly entailed the assessment and provision of household and attendant care services, as well as the provision of alterations, modifications and aids and appliances as per s39 of the DRCA.

The rehabilitation provisions contained in Part III of DRCA may also encompass a full range of rehabilitation needs including a client's medical, psychosocial and vocational needs.

MRCA. Chapter 3 of the MRCA provides the legislative authority for the provision of rehabilitation entitlements. The MRCA provides a holistic approach to screening, assessment, service provision and monitoring of rehabilitation activities. This approach aims to address the full range of issues that potentially impact on the client achieving successful rehabilitation outcomes and may address key areas such as:

- psychological health;
- family and relationship support;
- social isolation and connectedness; and
- level of engagement with family, community and society,

all of which may be barriers to a client's recovery following an injury or illness.

Note. The MRCA rehabilitation provisions drive policy development for all rehabilitation clients and help address the medical, psychosocial as well as vocational needs of eligible DVA clients.

4.D.2.1 MRCA Legislative Provisions

Rehabilitation Assessments. s44 of the MRCA describes when a rehabilitation assessment may or must be carried out.

- Assessment of a person's capacity for rehabilitation may be on the initiative of the person's rehabilitation authority.
- The person may request that their rehabilitation authority carry out an initial assessment or further assessment of their capacity for rehabilitation.
- The rehabilitation authority **must** carry out an initial assessment and **may** carry out a further assessment if the person requests the rehabilitation authority to do so.
- The rehabilitation authority **must** carry out an assessment before ceasing or varying a rehabilitation program under s53.

Failure to Undergo Assessment. s50 of the MRCA sets out the consequences of failure to undergo an examination in connection with a rehabilitation assessment. It provides the authority to suspend the person's rights to compensation, but not to medical treatment, until the examination takes place, where the person refuses or fails, without reasonable excuse, to undergo or in any way obstructs such an examination.

Rehabilitation Program Determination. s51 of the MRCA provides the authority for the rehabilitation authority to determine that the person is to undertake a rehabilitation program, following a rehabilitation assessment made under s44.

Failure to Undertake Program. s52 of the MRCA provides the authority to suspend the person's entitlements to compensation, but not the person's right to medical treatment or

compensation for treatment (under Chapter 6 of the MRCA) should the person fail or refuse, without reasonable excuse, to undertake a rehabilitation program.

Alterations, Aids and Appliances. Part 3 of Chapter 3 in the MRCA provides that where:

- a client has suffered an injury or illness resulting in an impairment; and
- they are undertaking a rehabilitation program or been assessed as not able to undertake a rehabilitation program;

the rehabilitation authority may pay compensation for the cost of:

- alterations to a client's place of residence or work; or
- any aids or appliances including the repair and replacement of such aids and appliances;

that are reasonably required due to the nature of the client's impairment.

Assistance in Finding Suitable Work. s61 and s62 of the MRCA place an onus on the relevant rehabilitation authority to assist a person, who is incapacitated as a result of a service injury or disease, to find suitable work. If a person is a full-time serving member, and not identified to be medically transitioned, then suitable work is in the permanent ADF. For former members, reservists, Cadets and declared members, suitable work is civilian work.

More detailed information on the differences in rehabilitation between the three Acts is available here.

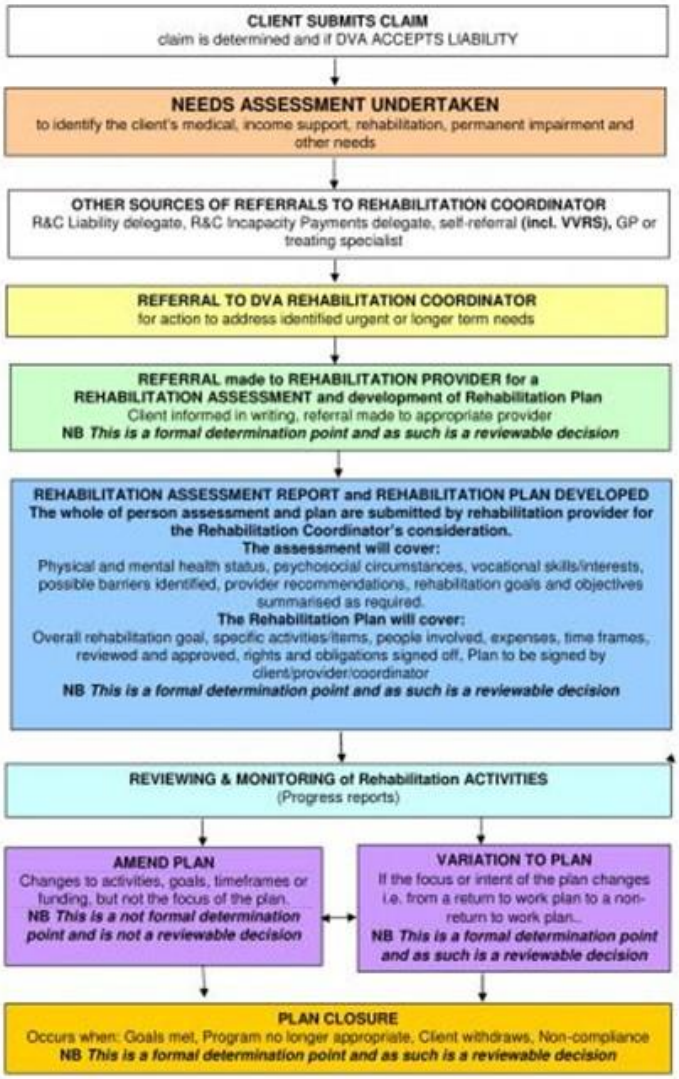
4.D.2.2 Rehabilitation and the SRDP

The Special Rate Disability Pension (SRDP) under the MRCA is an ongoing payment that can be made to a former member in lieu of incapacity payments. Rehabilitation has an important part to play in assessing eligibility for SRDP.

More information on rehabilitation of clients eligible for the SRDP is available here.

4.D.3 DVA Rehabilitation Pathway

The following diagram provides an overview of the processes and procedures that are generally taken as a client progresses through the DVA claims and rehabilitation system from the start, with the submission of a claim, to closure of a rehabilitation plan. Further details about these processes are provided in later paragraphs.



4.D.4 Medical Management Rehabilitation

Medical management rehabilitation is the monitoring of treatment measures to restore or maximise a person's physical and psychological function. This may involve encouraging clients to attend and participate in medical and allied health services specifically aimed at treating their physical and/or mental health conditions to help achieve recovery and well-being.

Normally the person's treating medical practitioner would coordinate these activities. However where the person, because of their specific injury or condition, is struggling to pursue treatment in a consistent way, a rehabilitation service provider can be engaged to coordinate a medical management rehabilitation plan. This may involve the rehabilitation service provider facilitating attendance at necessary appointments and assisting the person to manage their medical conditions more effectively.

A medical management rehabilitation plan may include psychosocial rehabilitation or vocational rehabilitation interventions as a part of a whole of person approach to helping the person to achieve their rehabilitation goals. Goal Attainment Scaling is mandatory when developing a whole-of-person rehabilitation plan that includes medical management.

A medical management rehabilitation plan cannot be used to pay for treatment. This includes the cost of nursing or other similar medical care. Similarly, a medical management rehabilitation plan cannot be used to pay for attendant care or household services.

A medical management rehabilitation plan may be indicated in cases of severe injury, complex multiple injuries or where a person requires support to coordinate their medical treatment program or self-care activities. Support for clients with psychological illness are also given particular consideration.

Both the DRCA and the MRCA include provisions to engage a rehabilitation service provider to help the client access and coordinate their treatment needs.

More information on medical management rehabilitation is available here.

4.D.5 Psychosocial Rehabilitation

Psychosocial rehabilitation is a broad term to describe a set of rehabilitation interventions used to maximise a client's quality of life and their independent functioning. It has different definitions in different settings. In most health literature it is linked to mental health conditions. In DVA, psychosocial rehabilitation has a wider meaning encompassing the whole person, and it is delivered within a continuum of support—including treatment, vocational rehabilitation and medical management—that is used to address all a client's health and wellbeing needs.

Findings from research indicate that psychosocial factors are often the main predictors of successful rehabilitation outcomes, particularly vocational outcomes. Inclusion of psychosocial interventions in a rehabilitation program is therefore important to progressing recovery, achieving positive rehabilitation outcomes and maintaining long-term wellbeing. In most cases, psychosocial interventions will provide relatively short-term support with the aim of helping the person to self-manage their accepted conditions, focus on their strengths and move forward from a service related injury or illness.

The meaning of "short term" is flexible and will be determined by the client's individual needs and circumstances, and the barriers that need to be overcome to assist the person to make progress towards their rehabilitation goals. For example, if a person has been experiencing severe mental health issues, has a very complex family situation, and/or has become very socially isolated, a longer period of psychosocial rehabilitation support is likely to be required. In contrast, if a person is generally well and resilient, has good family support, but needs some specific assistance in learning to self-manage their accepted conditions, then they are likely to require a shorter period of support through a psychosocial rehabilitation plan. The key is to ensure that the plan is individually tailored so that it is appropriate for each specific client and provides support for a sufficient duration to assist the client to achieve the objectives identified through the Goal Attainment Scaling (GAS) process.

Appropriate professional advice is essential in determining the duration and direction of any psychosocial activities. Given that some psychosocial services are often provided to address complex behaviours and perceptions, it is likely that these services may be more involved and of a longer duration than other rehabilitation interventions. As each client's needs and circumstances differ, there is also an expectation that the types and duration of service may vary significantly, even for clients experiencing similar injuries or conditions.

For DVA clients, the goal of psychosocial rehabilitation is to develop and improve:

- life management skills;
- self-management of health conditions;
- family functioning;
- social connectedness; and
- meaningful engagement with family and the broader community.

It is important that psychosocial rehabilitation activities are always focused on achieving outcomes and overcoming barriers to return to participation. Utilising the GAS process is a vital component of identifying a client's rehabilitation goals and objectives and measuring progress and life satisfaction as they participate in psychosocial rehabilitation activities.

For clients with severe disabilities due to their accepted conditions, who require 24-hour care, an ongoing psychosocial rehabilitation plan may be required to ensure that they are able to access support to participate in community and recreational activities.

More information on psychosocial rehabilitation here.

4.D.6 Vocational Rehabilitation

Vocational rehabilitation is the managed process that provides an appropriate level of assistance, based on assessed needs, necessary to achieve a meaningful and sustainable employment outcome.

The aim of a vocational rehabilitation program is to return a person to the workforce to at least the level of their pre-injury employment.

Broadly, services may include vocational assessment, guidance or counselling, functional capacity assessments, work experience, vocational training and job seeking assistance. Whilst returning to paid employment may be the primary goal to work towards, other forms of 'employment' should not be ruled out as a successful vocational outcome. Other forms of employment might include a work trial in a range of possible organisations where there is potential for employment. This type of employment can be beneficial whereby specific job skills can be learnt as a work readying option or as an outcome in its own right.

DVA's whole-of-person approach to vocational rehabilitation is underpinned by compelling evidence about the health benefits of good work. Good work is defined as work that is safe, enables the person to be productive and engaged and provides economic stability and personal interaction.

Research shows that long-term work absence and unemployment are harmful to physical and mental health and wellbeing. Moreover, the negative impacts of remaining away from work do not only affect the absent worker. Families, including the children of parents out of work, suffer consequences including poorer physical and mental health, decreased educational opportunities and reduced long term employment prospects.

Recent evidence on return to work rates indicate that the longer a person is absent from work, the harder it is for them to return to work. For example, people who are absent from employment for 20 days, have a 70% return to work rate. However, people who are absent from work for 70 days, have a 35% return to work rate. This reinforces the importance of employment as an early intervention approach to facilitating recovery after a service injury or disease.

This research indicates that good work:

- helps to reduce the risk of depression;
- promotes wellbeing and recovery from both physical and mental health injuries;
- is an important part of the process of rehabilitation, and not just an end goal of rehabilitation;
- leads to better short term and long term physical and mental health outcomes;
- provides people with a valued and productive role which is recognised by their community and their family;
- promotes long term financial security;
- provides a sense of community and social inclusion;
- gives structure to a person's life; and

- increases physical activity and reduces engagement with risky behaviours such as excessive drinking.

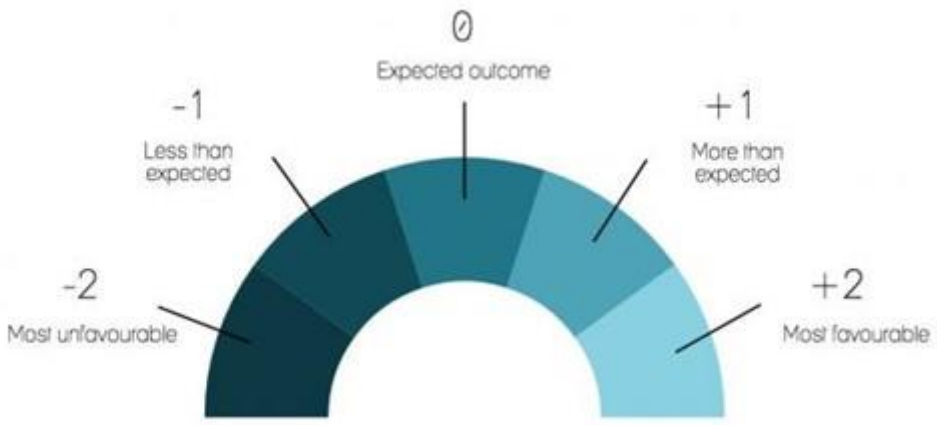
More information on vocational rehabilitation is available here.

4.D.7 Goal Attainment Scaling

Goal Attainment Scaling (GAS) is used within a DVA client's Rehabilitation Plan to determine appropriate goals for the client, measure those goals against a standardised scale and, importantly, measure change and progress in the client's functioning, employment, social and wellbeing outcomes.

Goal Attainment Scaling is a vital tool in DVA's rehabilitation program, as DVA clients often present with complex physical, psychological and social problems and may require a variety of rehabilitation goals.

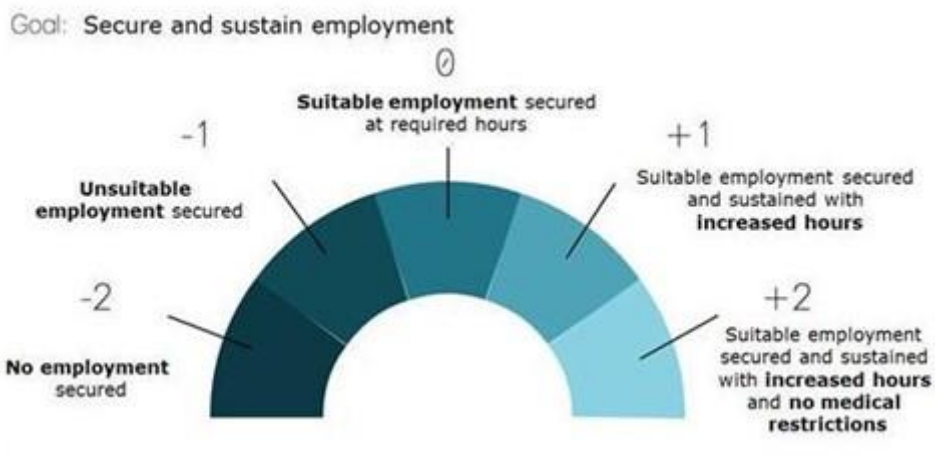
Through a client-centred approach to goal development, DVA is able to improve rehabilitation outcomes within the framework of DVA's whole-of-person model. It enables the comprehensive measurement of outcomes arising from a broad range of medical management, vocational and psychosocial goals, and highlights for the client the broad range of activities that make up a DVA Rehabilitation Plan.



4.D.7.1 Examples of GAS

A client sets a goal to "regain mobility outside of the home". The scale would identify the "expected" outcome for that individual: '*To be able to walk non-stop around their suburban block three times a week*'. A "more than expected" outcome would be: '*To perform the walk five or six times a week'*. A "less than expected" outcome would be: *To only complete the walk once a week, or not at all'*.

Another example is shown in the diagram below with a goal to "find and sustain employment".



More information on GAS here.

4.D.8 Household Services

Household services are provided for in Division 3 of Part 7 of Chapter 4 of the MRCA and s29 of the DRCA. A client's need for household services may be identified through a Needs Assessment, an ADFRP assessment if the client is still serving, a Rehabilitation Assessment or a request directly from the client.

The provision of household services of a short-term nature may be relatively common for clients recovering from surgery or other treatment of an accepted service injury or disease. However, long-term approvals should only be for seriously incapacitated clients whose needs will be ongoing, due to the nature of their accepted conditions.

Given that the primary aim of rehabilitation is to maximise the potential to restore a client and to promote independence, where a person is experiencing difficulties in managing their normal activities of daily living, consideration must be given to the purchase of other supporting aids and or appliances. This empowers the client and improves their overall ability to function more independently within their family, household and community.

Household services, as defined in s213 of the MRCA and s4 of the DRCA as:

'*...services of a domestic nature (including cooking, house cleaning, laundry and gardening services) that are required for the proper running and maintenance of the client's household*.'

Household services are of a domestic nature and may include:

- meal preparation;
- cooking and dish washing;
- assistance with grocery shopping where the person's conditions are such that they cannot undertake this task without assistance;
- child care (under specific circumstances);
- making beds and general tidying;
- laundry and ironing;
- lawn mowing and gardening;
- cleaning of gutters (under specific circumstances);
- cleaning of solar panels that were in place prior to the person's service related injury or disease (under specific circumstances - refer to section 7.2.5 of this Guide);
- wood chopping and stacking;

- dusting and vacuuming; and
- window cleaning.

Household services do **not** include the provision of household maintenance tasks. Accordingly the following are **not** household services as they are considered as household maintenance:

- painting and decorating (exterior and interior);
- repairing fences, doors and windows;
- plumbing;
- electrical repairs;
- tree maintenance -includes removing, lopping, trimming, drilling and treating;
- the installation of synthetic lawn;
- landscaping; and
- removal of large items of rubbish, such as old furniture or white goods that do not fit in normal household bins.

The amount of compensation payable for household services is capped by a statutory limit which is indexed as at 1 July each year, by reference to the Consumer Price Index. Current amounts are listed here.

Compensation Payment Rates for MRCA

Compensation Payment Rates for DRCA

More information on household services is available at the following links.

Household Services

DVA Rehabilitation Policy Library

4.D.9 Attendant Care

Attendant care services are provided for in Division 3 of Part 7 of Chapter 4 the MRCA and s29 of the DRCA.

Attendant care services are defined in the Acts as:

…"*services (other than household services, medical or surgical services or nursing care) that are required for the essential and regular personal care of the person.*"

The aim of attendant care services is to assist clients whose health or capacity to live independently at home is compromised by their service-related injury or illness.

Attendant care services may be available to current and former ADF members, including non-Continuous Full Time Service (CFTS) (part time) Reservists, ADF Cadets, Officers of Cadets and Instructors of Cadets who have suffered a service injury or disease for which liability has been accepted by the MRCC.

Attendant care services are:

- designed to meet personal care needs (eg. grooming, bathing, feeding, dressing, cognitive and emotional support) and not medical care or treatment needs;
- provided by professional carers to ensure that clients receive high quality care which is consistent with industry best practice;
- only to be provided by a relative in rare and exceptional circumstances, where there is documented evidence from a suitably qualified medical professional that a client becomes highly anxious or distressed by a professional carer providing

assistance with care of an intimate nature (evidence is required to support a request in these cases).

Note that attendant care is different to nursing care, such as may be necessary for the treatment or medical care of the compensable condition to address clinical needs (ie. administration of medication, dressing of wounds, bowel care, catheter care etc) which require the services of either a registered or enrolled nurse. Nursing care, if required, would normally be provided as part of medical treatment rather than rehabilitation.

The amount of compensation payable for attendant care is capped by a statutory limit which is indexed as at 1 July each year, by reference to the Consumer Price Index. Current amounts are included in the following links.

Compensation Payment Rates for MRCA

Compensation Payment Rates for DRCA

More information on attendant care is available in the following links.

Attendant Care

DVA Rehabilitation Policy Library

4.D.10 Alterations, Modifications, Aids and Appliances

The intention behind providing aids and appliances, modifications to vehicles and modifications/alterations to a person's residence, workplace or educational setting is to enable a person to:

- be as independent as possible;
- effectively manage the impact of their accepted conditions; and
- improve their quality of life.

Where the person holds a DVA Health Card, consideration will first be given to whether aids and appliances that are reasonably required can be provided through the Rehabilitation Appliances Program (RAP). Information on the RAP is available here.

Where the item cannot be provided through RAP, or the person does not hold a DVA Health Card, consideration will then be given to whether the aid or appliance can be provided though a rehabilitation program.

The decision to provide an aid or appliance, modification or alteration must be based on clinical evidence from a specific functional or home assessment by a suitably qualified health professional. A product assessment may also be undertaken, to determine whether a specific product is well suited to a person's needs. An Occupational Therapist would be the normal health professional to conduct these assessments.

4.D.10.1 Motor Vehicles

There are provisions in each of the Acts:

VEA – Vehicle Assistance Scheme (s105);

DRCA – (s39); and

MRCA – Motor Vehicle Compensation Scheme (s212),

under which assistance can be provided for the cost of vehicle modifications or, in cases of severe impairment and significant need, assistance with a motor vehicle purchase. While general guiding principles apply to the approval of the provision of the various forms assistance relating to motor vehicles across the three Acts, specific principles apply for each Act.

Note: The approval process for motor vehicle modifications or assistance with the purchase of a motor vehicle must follow the Principles outlined previously in paragraph D.10 above.

As with the provision of alterations, aids and appliances the client must have:

- liability accepted for a compensation claim; and
- suffered an impairment as a result of a service injury or disease; and
- the accepted conditions must have resulted in the client being unable to drive or be driven in a motor vehicle in safety and comfort without modifications to their vehicle.

Where assistance with the cost of modifying a client's existing motor vehicle is being considered, the following principles, derived from section 39(2) of the DRCA are to be taken into account through any subsequent assessment and reviewing processes:

- the likely period during which the alteration, modification, aid or appliance will be required;
- any difficulties faced by the employee in gaining access to, driving or enjoying freedom and safety of movement in, a vehicle used by the client;
- any alternative means of transport available to the client;
- previous vehicle modifications received under this section where the client has disposed of the vehicle – whether the value of that vehicle was increased as a result of the modifications.

More information on the provision of motor vehicle modifications and/or motor vehicles is available at each of the following links

Vehicle Assistance Scheme (VEA)

DVA Rehabilitation Policy Manual Chapter 10.10 and 10.11 (DRCA)

Motor Vehicle Compensation Scheme (MRCA)

4.D.11 ADF Rehabilitation Programs

The Chief of the Defence Force is the rehabilitation authority for all serving members, including Permanent Force members, Reservists on continuous full-time service (CFTS) and Reservists not on CFTS, which includes part-time, inactive and standby Reservists. This applies to ADF members regardless of whether they are covered under the MRCA or the DRCA.

There are two separate Australian Defence Force (ADF) rehabilitation programs, the ADF Rehabilitation Program (ADFRP) and the Rehabilitation for Reservists (R4R) Program. These programs have been developed to assist ADF members to return to a state of service readiness as soon as is practicable after injury or illness, through the provision of occupational rehabilitation services.

ADF Rehabilitation Program (ADRFP)	Rehabilitation for Reservists Program (R4R)
Provides rehabilitation services to: • full-time permanent force members; • part-time permanent force members; and • Reservists on CFTS irrespective of whether a member's injury or illness is related to work.	Provides rehabilitation services and early intervention treatment to: • Reservists not on CFTS including: ○ part-time reservists; ○ inactive reservists; and ○ standby reservists for service-related injuries ***only***.

4.D.11.1 Principles

The principles of the ADF rehabilitation programs are:

- early intervention and the provision of a biopsychosocial model of rehabilitation to reduce the impact of injury, illness or disease and contribute to enhanced capability through a durable return to work;
- evidence-based rehabilitation assessments and programs based on an individual's needs and the inherent requirements of their ADF service. This includes the identification and facilitation of suitable alternate or modified duties;
- workplace-based rehabilitation to provide, where possible, the most realistic environment to assess fitness for work;
- coordinated participation of the member, health practitioners, command elements, Rehabilitation for Reservist (R4R) Case Manager/ADF Rehabilitation Program (ADFRP) Rehabilitation Consultant and other relevant stakeholders in the development and execution of rehabilitation programs;
- a coordinated approach towards a common goal, maximising the potential for a positive rehabilitation outcome for the individual, the ADF and the community;
- regular review of rehabilitation progress and risk factors for a durable return to work;
- clear roles and responsibilities reflected in organisational performance agreements combined with accountability; and
- confidentiality and privacy of information obtained about the member during the rehabilitation program is maintained.

4.D.11.2 Key Components

The key components of ADFRP and R4R Programs are:

- A rehabilitation assessment of a member's capacity to undertake rehabilitation. This includes an assessment of the member across clinical, occupational and psychosocial parameters.
- The development and implementation of an appropriate rehabilitation program, providing a structured series of activities and services designed to meet the member's rehabilitation needs. The program outlines what should be done during the member's rehabilitation including the responsibilities, services, time frames and goals.

4.D.11.3 Goals

The three goals of ADF rehabilitation are, in priority order:

Goal 1. Fit for duty in the pre-condition work environment. This relates to deployability as well as day-to-day tasking. It means that, as a result of a Rehabilitation Program, it is likely that the member will return to their pre-condition level of physical and mental fitness and duties.

Goal 2. Fit for alternative duty in another ADF occupation as MEC4 J41 (implies MEC 1 or 2 in new trade/category/muster/corps or service). As a result of a Rehabilitation Program, it is likely the member will be able to remain in the ADF and return to work with different duties and/or in a different location and/or in a different Service.

Goal 3. The member is unable to perform any duties within the ADF as a result of the injury or illness. The member will be transitioned out of the ADF for medical reasons (i.e. MEC 4 or 5 and therefore medical transition).

Rehabilitation goals may change during the rehabilitation program depending on the member's condition or circumstances.

4.D.11.4 Transition

Where a serving member with an accepted condition is identified as likely to be transitioned on medical grounds, the CDF will retain responsibility for the member's rehabilitation until the actual date of separation from the ADF. However, early liaison and communication between the ADFRP Rehabilitation Consultant/Rehabilitation for Reservist (R4R) Case Manager and the DVA Rehabilitation Coordinator will help facilitate a smooth transition when the rehabilitation authority changes from the CDF to the MRCC.

4.D.12 Veterans Vocational Rehabilitation Scheme (VVRS)

The Veterans' Vocational Rehabilitation Scheme (VVRS) was set up under the VEA through the *Veterans' Vocational Rehabilitation Scheme Instrument*.

The VVRS is a free and voluntary rehabilitation program that assists eligible veterans to find or retain employment. The assistance provided includes vocational support such as vocational assessments and interview skills training. The Scheme also offers medical management and psychosocial services to address barriers in other parts of a veteran's life preventing his or her retention of, or return to, employment.

The Scheme can also help make the transition from military to civilian employment for members of the Australian Defence Force (ADF), and members of peacekeeping forces, who may experience difficulty in obtaining and/or holding civilian employment. This includes those who have been out of the military for some time and who require income support and benefit protection while participating in a vocational rehabilitation scheme.

Veterans who participate in a VVRS program can withdraw from the program at any time. There is no penalty incurred for an inability to complete a program under the VVRS.

4.D.12.1 Objective of VVRS

The objective of the VVRS is to support veterans to find or retain employment through the provision of a comprehensive range of vocational, psychosocial and medical management services.

When the VVRS was implemented, any disincentives to rehabilitation for veterans in receipt of the special or intermediate rate DCPs, or invalidity Service Pension were considered and a financial safety net system was created for this veteran group. From 20 March 2016 the financial safety net was further improved to provide an added financial incentive for this veteran group to engage with the VVRS and the workforce.

4.D.12.2 Interaction with DRCA and MRCA Rehabilitation

Some veterans have multiple entitlements to rehabilitation services under the VEA, DRCA and MRCA.

Veterans cannot receive VVRS services concurrently with services from other rehabilitation programs. Also, if a client has eligible service under the VEA and has submitted a claim under the DRCA or MRCA, a program could be commenced under the VVRS and then transferred to a DRCA or MRCA rehabilitation program, if appropriate, when the client's claim has been accepted, e.g. if they commence receiving incapacity payments. Veterans will be provided with information that will ensure they are able to make an informed choice between rehabilitation offered under each of these Acts.

Veterans who have received vocational rehabilitation through the DRCA or MRCA are not precluded from participating in the VVRS, but must meet the criteria for the VVRS. If a veteran has been unsuccessful in achieving a vocational outcome through a DRCA or MRCA rehabilitation program, an application for assistance through the VVRS would be particularly closely evaluated.

More information on the VVRS is available at the following links.

Veterans Vocational Rehabilitation Scheme (VVRS)

DVA Rehabilitation Policy Manual Chapter 12

CHAPTER 5
ADF WORKFORCE MANAGEMENT

PART A – THE ADF WORKFORCE

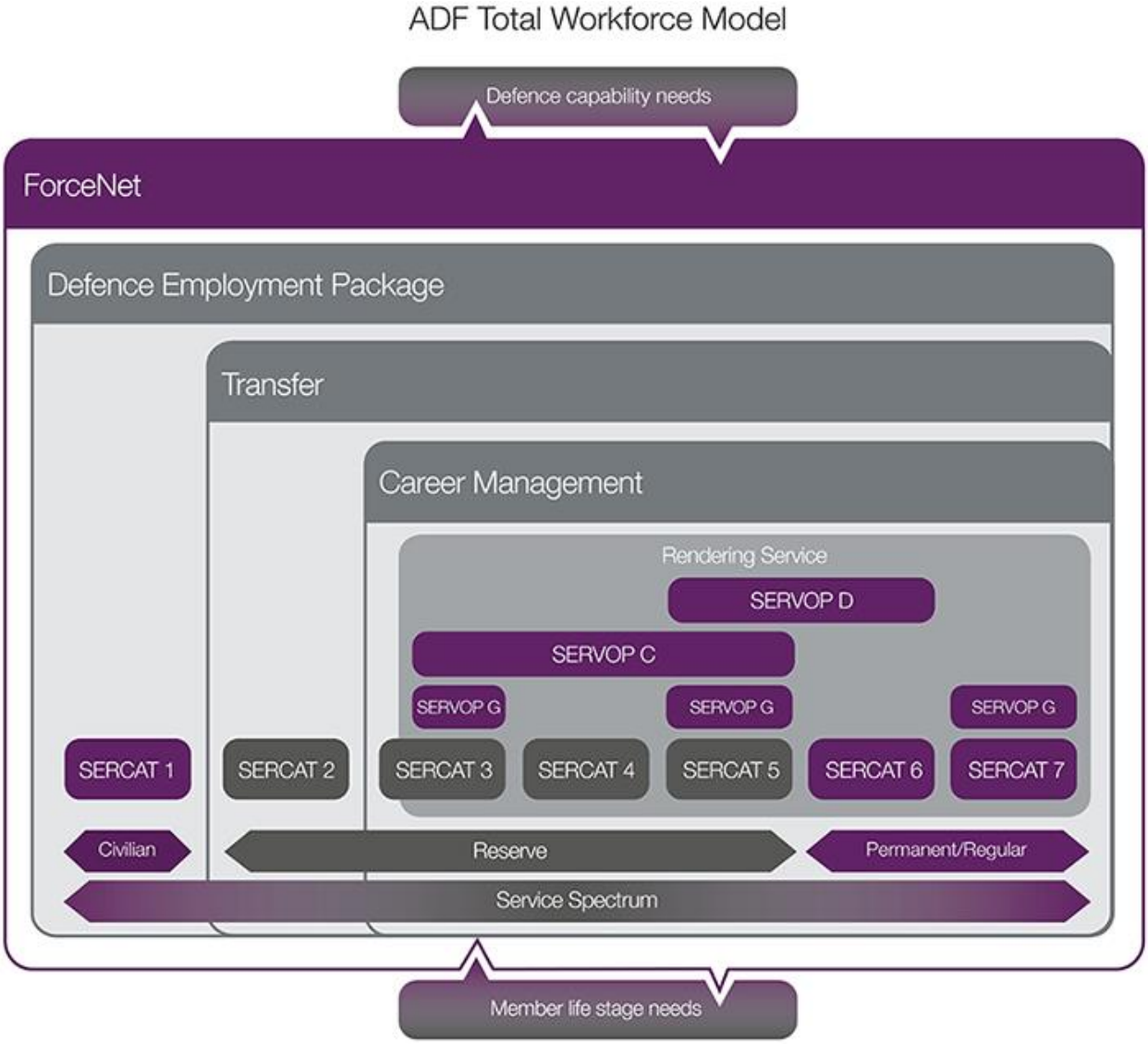
5.A.1 Background

The ADF has developed a Total Workforce Model (TWM) as a Defence-wide personnel employment model. It was created through the Defence Project Suakin. The TWM was developed as a response to Australia-wide critical skill shortages and demands of ADF personnel for more flexible working arrangements.

While the ADF already had flexible work arrangements in place such as the ability to work from home, work from another location, or work in a different pattern to core work hours, a new flexible service arrangement under the provisions of the TWM is also available. The model contains flexible work options where, with approval from the respective Service (Navy, Army or Air Force) and subject to service capability requirements, ADF members may be able to work part-time such as days per fortnight or weeks per month. The TWM has been implemented, under single Service arrangements, from late 2016.

5.A.2 Service Spectrum

The ADF TWM features a new structure of Service Categories (SERCAT) and Service Options (SERVOP) in which members serve, while enabling the ADF to deliver capability. The TWM also offers members a range of ways to serve, giving them options for achieving a work-life balance.



5.A.3 Service Categories

SERCAT groups members into like service and duty arrangements that share mutual obligations and conditions of service. All members are categorised in a single SERCAT at all times, and these may be combined with SERVOPs. The seven SERCATs across the Spectrum described below.

SERCAT 7 - Permanent members rendering full-time service. More information is available here.

SERCAT 6 - Permanent members rendering a pattern of service other than full time, who are subject to the same service obligations as SERCAT 7. More information is available here.

SERCAT 5 - Members of the Reserves who provide a contribution to capability that extends across financial years and who have security of tenure for the duration of their approved commitment to serve. They are liable for call out. More information is available here.

SERCAT 4 - Members of the Reserves who provide capability at short notice, with their notice to move defined by their Service. They are liable for call out and available to be 'called for'**.** More information is available here.

SERCAT 3 - Members of the Reserves who provide a contingent contribution to capability by indicating their availability to serve, or who are rendering service to meet a specified task within a financial year. They are liable for call out. More information is available here.

SERCAT 2 - Members of the Reserves who do not render service and have no service obligation. They are liable for call out. More information is available here.

SERCAT 1 - Employees of the Defence Australian Public Service (APS) who are force assigned. More information is available here.

5.A.4 Service Options

Service Options (SERVOP) provide the ADF with the means to group members who provide needed capabilities where differentiated arrangements are required to achieve capability. The differentiated arrangements could include entry standards, skill levels, remuneration, duty patterns, or any other conditions that may be approved by a Service Chief, in addition to that offered in the Service Categories. A SERVOP may be applicable to more than one SERCAT and, when used, must be in conjunction with a SERCAT.

SERVOP C. Reserve members serving in SERCATs 3, 4 or 5 who are rendering Continuous Full-Time Service (CFTS). More information is available here.

SERVOP D. Permanent members in SERCAT 6 or Reserve members in SERCAT 5 who are serving part-time in the ADF while also working part-time for a civilian employer under a formal shared service/employment arrangement. More information is available here.

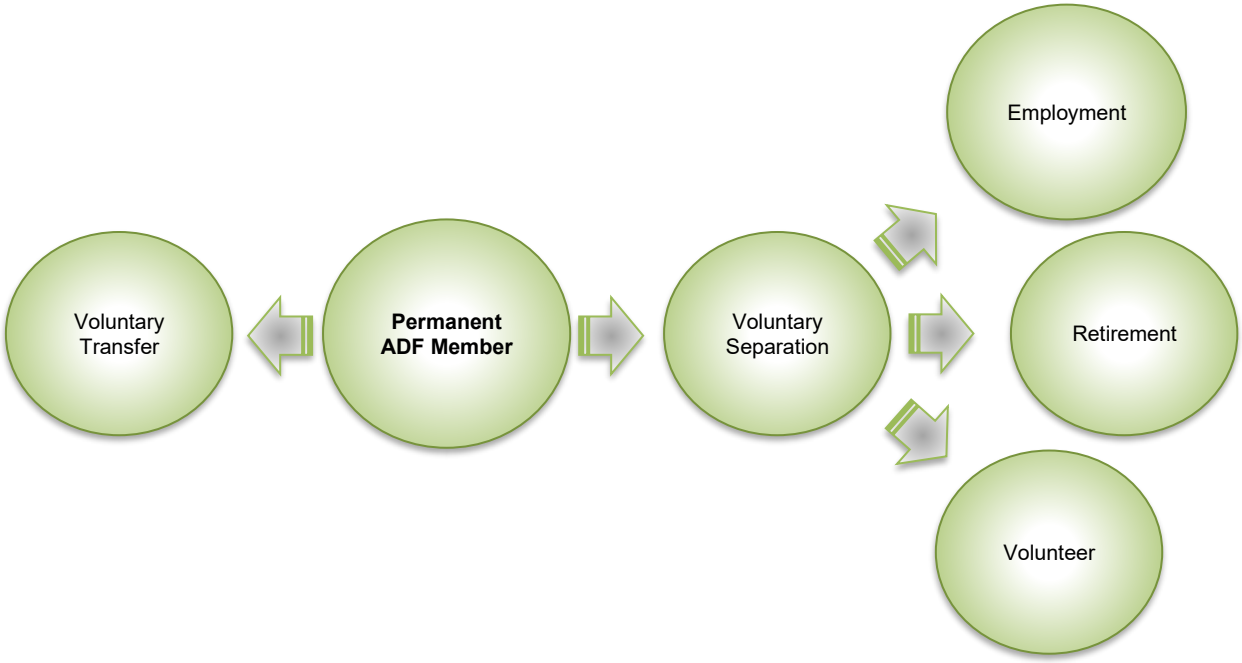
SERVOP G. Permanent or Reserve members rendering full-time service in the ADF Gap Year Program. More information is available here.

More information on Project Suakin and the ADF TWM is available here.

PART B - TRANSITION MANAGEMENT

5.B.1 Voluntary Transition

Under the ADF Total Workforce Model, full-time ADF members have a number of options available to them when they decide it is time to leave. These choices are depicted in the following diagram.



The ADF Workforce Model encourages Permanent Forces members to transfer to the Reserve Forces, to ensure that their skills and knowledge are retained as part of ADF capability.

Many members will transition to civilian employment. The ADF provides various forms of assistance to help members obtain and retain civilian employment. Of course, some members will choose both of these options – both a civilian job and Reserve service.

Older members may choose to transition straight to retirement. If a member is over 55 and retires from full time employment, they are able to access their superannuation entitlements and, combined with either a VEA Service Pension from age 60, or a Disability Compensation payment or equivalent MRCA payment, can retire comfortably at a relatively young age.

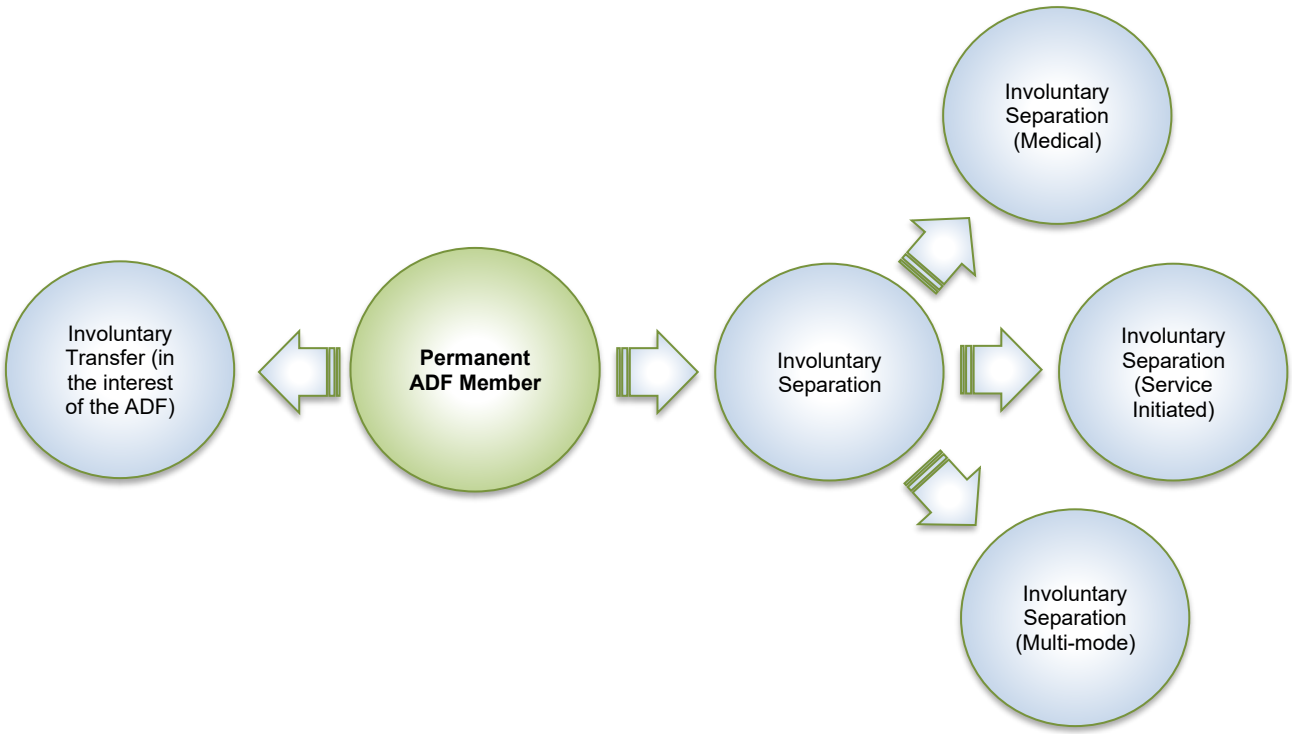
Many may move into volunteer work (such as Military Advocacy).

Note that these choices may also be available to those being medically transitioned, where they are medically unable to continue to serve in the Permanent Forces, but can still work, or can render Reserve service, or both. This is decided at their Military Employment Category Review Board (MECRB).

5.B.2 Involuntary Transition

Unfortunately, many ADF members are not provided these choices of mode of separation. These are members who are being forcibly transitioned as either:

- transferred to the Reserve,
- medically unfit for service,
- administrative separation, or
- multi-mode.



Reasons for Service initiated separation include alcohol or drug misuse, psychologically unsuitable, having been issued a Protection Order or Domestic Violence Order etc.

Some may be considered a multi-mode of separation. For example, a member is being transitioned for alcohol misuse, but may also go to the MECRB due to a physical or mental injury. The MECRB may elect a multi-mode of separation (both admin and medical) and that way the member may get some of the benefits and entitlements they would if they had been medically transitioned.

Lastly, a subset of this group is those who *should* have been medically transitioned but were instead administratively transitioned. This group may include many young soldiers who have returned from operational deployments with undiagnosed mental health issues and have had trouble settling back in to normal routine. Some may have started using drugs or alcohol to self-medicate their mental issues, often displaying anger and frustration, or alternatively depression and a lack of motivation, and end up in disciplinary trouble. Rather than wait for the long process of diagnosis, treatment, rehabilitation and medical transition, some elect the shorter and faster administrative separation route. The problem for this group is that they face all of the normal issues face by newly-transitioned members but have none of the support mechanisms such as automatic Incapacity Payments and access to superannuation invalidity benefits that they should have received.

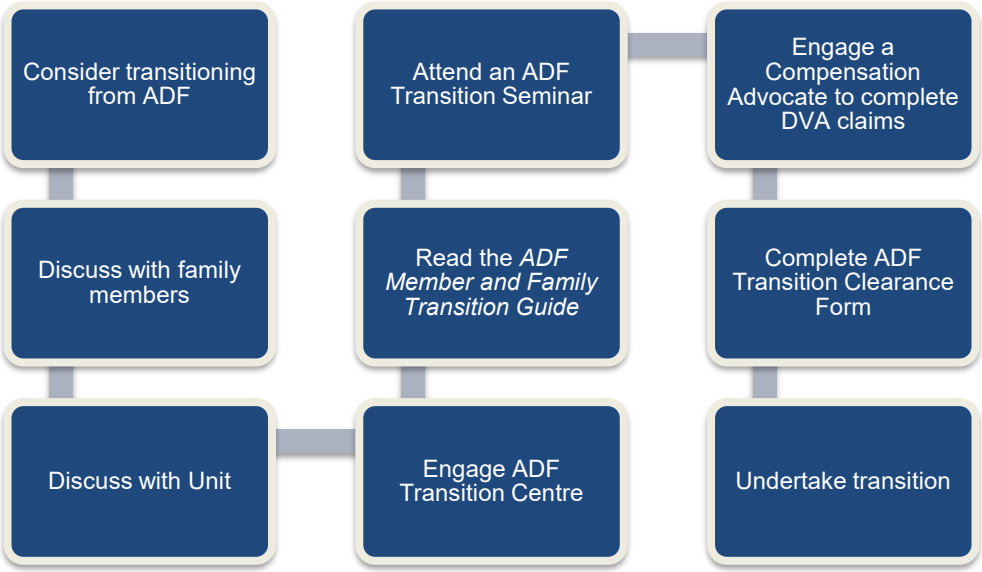
See Chapter 2 Part D for guidance on how Wellbeing and Compensation Advocates can assist these people. This might include proving they had a Service-related injury or illness which *should* have been the reason for their transition.

5.B.3 ADF Transition Process

The ADF transition policy and transition process are managed by ADF Transition Policy and Governance, a part of the ADF Members and Families group. Information about the ADF transition process and transition support mechanisms can be found here.

The following diagram is a representation of the recommended transition pathway for ADF members.

ADF Transition Pathway



It shows a straightforward linear process from the point where a member first considers separating from the Permanent Forces, through engaging with an ADF Transition Centre, attending a Transition Seminar to a nice neat transition to life after the ADF.

As mentioned earlier, there will be many ADF members who follow this, or a very similar, pathway. The standard transition pathway is aimed at making transition as smooth as possible, setting the member and his or her dependants up with the skills and knowledge necessary to establish themselves in either a new career or retirement, depending on their circumstances.

Even where a member is being transitioned as medically unfit for service, the transition process can, if followed fully and correctly by both the member and the member's transition support agencies, result in as good a result as can be achieved, depending on the degree of medical issues faced by the member.

Unfortunately, for some members, their transition has been less than ideal, resulting in many of the issues currently the subject of high-level enquiries, including social isolation, financial difficulties, family /relationship breakdown, veteran homelessness, unemployment, alcohol and substance abuse and suicide (all of which are covered in later Chapters of this Handbook).

It is this group to whom Wellbeing and Compensation Advocates can provide the most assistance.

5.B.4 Transition Support

The ADF has established a number of support mechanisms to assist members during their transition.

Support by the member's unit. The member's unit has a major role to play in assisting a member to transition out of Defence. Not only will the unit be responsible for assisting the member with administrative requirements such as making medical and dental appointments and clearances but will also be involved in formally fare-welling the member and thanking them for their service.

ADF Transition Centres. The Transition Centre network has been established to assist the transition process. ADF Transition Centres are located in every State and Territory, and on most major Defence bases. Each transitioning member will be linked with a Transition Coach who will help the member and his or her family with services such as:

- an individual transition plan;

- career coaching during the member's transition and up to 12 months afterwards;
- help them meet their administrative requirements;
- helping them leave with all documentation like service, medical, and training records; and
- facilitating connections to Defence and government support services.

Contact details for Transition Centres can be found here.

ADF Transition Seminars. ADF Transition Seminars are conducted nationally throughout the year. Members and their families can attend a Transition Seminar at any point in their career and can be attended on multiple occasions. Obviously, members are encouraged to attend at least one seminar, preferably a few months before their planned transition date, to ensure that they are fully informed and prepared for their separation. Transition seminars are now conducted expo-style, allowing attendees to choose the exhibits and presentations that are of interest to them. Topics shown here are indicative of the presentations and exhibits available at these seminars:

- Transition support and administration,
- Future employment,
- Finance and superannuation,
- Department of Veterans' Affairs,
- Veteran and family support services,
- ADF Reserves.

More information on Transition Seminars can be found here.

ADF Transition Guide. The ADF Member and Families organisation has developed a booklet titled the ADF Member and Family Transition Guide which contains detailed and valuable information on transition-related topics, as well as a Transition Checklist. A copy of this guide is available here.

5.B.4.1 Suggested assistance that can be provided by Advocates

There is a lot of assistance that both Wellbeing and Compensation Advocates can provide to transitioning members, especially those undergoing involuntary medical transition. Some suggestions are made below.

When first contacted by a client who says that they are in the process of transitioning, ascertain their mode of transition – voluntary, medical, dual, or involuntary administrative.

Using the Transition Checklist as a guide, determine where the client is up to in the transition process. Where necessary, assist them to submit claim forms to DVA and to CSC.

Encourage the client to fully engage with their unit and Transition Centre to ensure that they are fully prepared and have availed themselves of all of the support available to them.

Encourage them to attend a Transition Seminar, as these provide them with the latest information and details of the support available both before and after their date of transition.

5.B.4.2 Supporting Action to Gain Retrospective Consideration

Advocates may find some members who have, for a variety of reasons, been transitioned under the wrong mode, specifically where they were transitioned on involuntary administrative grounds when they could have been transitioned on involuntary medical grounds.

An example are some people who have recently returned from operational deployments with undiagnosed mental health issues and have had trouble settling back into normal routine. Some may have started using drugs or alcohol to self-medicate their mental issues,

often displaying anger and frustration, or alternatively depression and a lack of motivation, and end up in disciplinary trouble. Rather than wait for the long process of diagnosis, treatment, rehabilitation and eventual medical transition, some elect the shorter and faster administrative transition route. The problem for this group is that they face all the normal issues faced by medically transitioned members, but they have none of the support mechanisms such as automatic incapacity payments and access to superannuation benefits that they should have received. These veterans can apply to have their recorded mode of transition changed.

There are three main reasons why a member who was administratively transitioned may want to apply to retrospectively change their mode of transition. These are:

Superannuation. A member who is transitioned on medical grounds may apply for invalidity benefits under their superannuation scheme.

Service record. A member may wish to apply to alter their Service records to show that they were involuntarily transitioned due to medical conditions caused by their Defence service, and thus eligible for compensation and other benefits through DVA.

Eligibility for the Australian Defence Medal (ADM). A member who been transitioned on medical grounds prior to completing the qualifying period for the ADM (the lesser of their initial engagement period or four years) is eligible for award of the medal. A member who did not complete the qualifying period but whose transition was primarily caused by mistreatment by Defence also retains eligibility. Transition on other grounds before completion of the qualifying period would make the member ineligible.

5.B.5 Superannuation

Depending on their period of Defence service, members may have invalidity benefits available through their superannuation. The most recent schemes are described below.

5.B.5.1 DFRB and DFRDB

Sub-section 51(6) of the Defence Forces Retirement Benefits Act 1948 (DFRB Act) and Section 37 of the Defence Force Retirement and Death Benefits Act 1973 (DFRDB Act) allows the Service Chiefs (or their authorised delegate) to consider whether former members who retired for reasons other than for medical reasons, may be treated as though they had transitioned medically for certain invalidity benefits under these Acts only.

The ADF Members and Families organisation administers this function on behalf of the CDF.

Guidelines and application forms for retrospective consideration under both DFRB and DFRDB are available here.

5.B.5.2 MSBS and ADF Cover

Rule 30 of the Military Superannuation and Benefits Act 1991 and section 31A of the Australian Defence Force Cover Act 2015 allow Commonwealth Superannuation Corporation (CSC) to consider whether former ADF members who retired for reasons other than invalidity or medical transition, may be treated as though they had retired from the Defence Force on invalidity grounds or had been medically transitioned, respectively.

If successful, this will allow the member to access invalidity benefits under their superannuation scheme. MSBS and ADF Cover members must apply directly to CSC.

A copy of the application form for retrospective consideration under both schemes is available on the CSC website here.

5.B.5.3 Seeking a change of reason for transition on a Service Record

Division 6 Section 26 of *Defence Regulation 2016* empowers the Chief of the Defence Force (CDF) to change the reason for end of service at the request of, or the agreement

of, the member or member's family. The CDF must be satisfied the member could have been terminated for that reason.

A copy of the tri-Service application form (which includes the email addresses of the organisations to which applications should be submitted is available here.

5.B.5.4 Applying for the Australian Defence Medal

To be eligible for the ADM, have efficiently completed either:

- an initial enlistment period, or
- four years service,

whichever is the lesser, and all of the relevant service was after 3 September 1945.

Included are former Defence Force members who did not complete the qualifying period because they:

- died in service,
- were medically transitioned (based upon individual circumstances), or
- left the service due to a Defence workplace policy of the time. (For example, in the past a woman was required to resign on marriage.).

Members may apply directly to Honours and Awards for the award of the ADM once the reason for transition is changed on their service record.

Advocates can assist these members to apply for retrospective consideration. A guide to making an application for retrospective consideration is available here.

Information regarding the Australian Defence Medal can be found here.

Annex A - Notes for Interest - Eligible service during WWI

Note: References to 'the Act' means the VEA.

Background

Prior to World War 1, the Defence Force consisted of the Naval and Military Forces of the Commonwealth. They were divided into the Permanent Forces and the Citizen Forces. Boys and young men were required to undergo training in the Citizens Forces on a part-time basis from the age of 12 years. There was a small permanent Army and a Navy.

Following the outbreak of hostilities in August 1914, an Australian Imperial Force (AIF) was raised. Women served with the Army as members of the Army Medical Corps Nursing Service and most of them served overseas.

Eligible War Service

For the purposes of the Act, the war lasted from 4 August 1914 to 1 September 1921, ie, the date fixed by *Proclamation under the Termination of the Present War (Definition) Act 1919* although the actual Armistice was 11 November 1918 (s. 5B refers).

A person shall be taken to have rendered eligible war service in World War I while rendering:

- operational service during the period 4 August 1914 to 1 September 1921; or
- as a member of the Defence Force on continuous full-time service other than operational service during the period 4 August 1914 to 1 September 1921 (ss. 7(1)(a) and 7(1)(b) refer).

Continuous Full-Time Service

For service to be recognised as 'continuous full-time service' it must be recognised as such by the relevant Force (s. 5C(1) refers.) There are very few cases involving World War I service where the service was not full-time as service documents usually commence with the person's enlistment for full-time duty.

Operational Service—Outside Australia

A person shall be taken to have rendered operational service while rendering continuous full-time service:

- as a member of the Defence Force;
- outside Australia; and
- during the period 4 August 1914 to 1 September 1921 (s. 6(1)(a) refers).

Note: 'Outside Australia' is discussed under World War II Service.

Continuous Service

A person shall be taken to have rendered operational service while rendering continuous full-time service:

- within Australia; and
- as a member of the Defence Force; either
- immediately before a period of service outside Australia during World War I; or
- immediately after a period of service outside Australia during World War I and has a period of operational service outside Australia continuous with this previous or further periods of service (s.6(1)(d) refers).

Operational Service—Australians in Other Forces

Service rendered by Australian veterans in the naval, military or air forces of a Commonwealth or allied country is similar to such service rendered during World War II.

Annex B - Locations in relation to 14 degrees 30' south

North of 14 degrees 30' South)		South of 14 degrees 30' South	
Adelaide River (Town)	13° 15'	Aileron	22° 40'
Batchelor	13° 05'	Alice Springs Aerodrome	23° 45'
Bonrook	13° 55'	Alice Springs (Town)	23° 40'
Booklera	13° 35'	Banka Banka	18° 50'
Brocks Creek	13° 25'	Barrow Creek Tel Stn	21° 30'
Burrundie	13° 35'	Birdum	15° 40'
Cullen	14° 00'	Bond Springs Aerodrome	23° 30'
Darwin (Town)	12° 30'	Churchill's Head	18° 55'
Darwin (River)	12° 50'	Daly Waters	16° 15'
Edith River	14° 10'	Devil's Marbles	20° 35'
Ferguson River	14° 05'	Dunmarra	16° 40'
Fountain Head	13° 30'	Elliott	17° 35'
Goodilla	13° 25'	Gorrie	15° 28'
Grove Hill	13° 30'	Greenwood	20° 20'
Horseshoe Creek	14° 05'	Helen Springs	18° 25'
Howard Springs	12° 25'	Katherine (River)	14° 40'
Howley	13° 25'	Larrimah	15° 35'
Hughes	12° 40'	Maranboy Rly Siding	14° 40'
Kanyaka	12° 55'	Mataranka Aerodrome	14° 55'
Katherine Aerodrome	14° 25'	Mataranka (Homestead)	14° 55'
Katherine (Town)	14° 30'	Mataranka (Township)	14° 55'
Knuckey's Lagoon	12° 25'	Newcastle Waters	17° 25'

Maranboy Police Station	14° 30'	North Newcastle Waters	17° 15'
McMinns Lagoon	12° 35'	Old Elsey	15° 05'
Noonamah	12° 35'	Powell Creek Tel Stn	18° 05'
Pine Creek	13° 50'	Tea Tree Well	22° 10'
Rum Jungle	13° 00'	Tennants Creek	19° 40'
Southport	12° 45'	Wauchope	20° 40'
Stapleton	13° 10'		
Union Reef	13° 45'		

Annex C - Enemy Raids on Australia - 19 Feb 42 to 12 Nov 43

Locality	Date	Enemy Activity
Darwin	19 February 1942 (twice on same day)	Heavy raids—damage to persons, buildings and ships, in all 50 tons of bombs dropped 243 killed; 350 wounded.
Broome	3 March 1942	70 people killed, 24 aircraft destroyed.
Thursday Island	3 March 1942	
Wyndham	3 March 1942	1 aircraft destroyed, sank one motor vessel moored at jetty: no casualties.
Darwin	3 March 1942	Damage, but no casualties.
Darwin	10 March 1942	Slight damage to 1 aircraft, 2 killed, 1 wounded.
Horn Island	14 March 1942	
Thursday Island	15 March 1942	
Darwin	16 March 1942	14 Japanese planes raided: damage to buildings, 2 servicemen killed, 1 wounded.
Darwin	19 March 1942	7 enemy bombers: Service and civilian casualties, 2 killed, 8 wounded. Damage slight.
Broome, WA	20 March 1942	1 person killed.
Derby, WA	20 March 1942	No casualties or damage. Strafed with machine guns.
Thursday Island	20 March 1942	
Darwin	22 March 1942	No casualties. Scrub near Nightcliff hit.
Katherine, NT	22 March 1942	1 indigenous person killed, 1 injured.
Wyndham, WA	23 March 1942	1 Service casualty.
Darwin	28 March 1942	No casualties. Runway and 1 Wirraway hit.
Darwin	30 March 1942	No casualties. No damage.
Darwin	31 March 1942	First night attack: no casualties. Bombs dropped in bush.
Darwin	2 April 1942	29,500 gallons, 100-octane fuel destroyed at Frogs Hollow fuel tank. No casualties.
Darwin	4 April 1942	3 casualties (1 fatal). Civilian aerodrome strafed.
Darwin	5 April 1942	No casualties; RAAF aerodrome damaged.
Darwin	25 April 1942	1 killed. RAAF aerodrome damaged.

Locality	Date	Enemy Activity
Darwin	27 April 1942	4 killed; 3 wounded. RAAF station hit.
Horn Island	30 April 1942	
Horn Island	11 May 1942	
Sydney	1 June 1942	Midget submarine attack in Sydney Harbour accompanied by loss of life. Attack was of very short duration—a matter of minutes.
Sydney	8 June 1942	Sydney was shelled by submarine - no loss of life.
Newcastle	7/8 June 1942	Newcastle was shelled by submarine - (about midnight) little damage - no loss of life.
Darwin	13 June 1942	No casualties reported.
Darwin	14 June 1942	No casualties reported - 1 allied machine lost.
Darwin	15 June 1942	Extensive raid; 4 killed, 12 wounded. 2 buildings hit.
Darwin	16 June 1942	Damage negligible. No casualties.
Horn Island	7 July 1942	
Darwin	25 July 1942	No casualties. Power and water supply damaged.
Darwin	26 July 1942	3 houses destroyed, 2 badly damaged, 2 persons slightly injured.
Townsville	26 July 1942	6 bombs dropped over harbour. Fell into sea, approx. 200m from main jetties.
Darwin	27 July 1942	Slight damage, 1 Searchlight Station hit. No casualties.
Darwin	28 July 1942	Very slight damage to waterline and runways. No casualties.
Townsville	28 July 1942	8 Bombs—Foothills of Many Peaks Range at 2.23 am.
Darwin	29 July 1942	Slight damage to Naval repair shop. No casualties.
Townsville	29 July 1942	1 bomb near racecourse - 6 into sea, at 2.27 am.
Darwin	30 July 1942	1 killed. Fuel dumps, power, water and telephone lines damaged.
Port Headland	30 July 1942	1 casualty - 30 bombs.
Horn Island	30 July 1942	
Mossman (90km N of Cairns)	31 July 1942	1 bomb.
Horn Island	1 August 1942	
Broome	17 August 1942	

Locality	Date	Enemy Activity
Darwin	23 August 1942	Some fuel and ammunition dumps destroyed at Hughes. 2 aircraft damaged. No casualties.
Darwin	24 August 1942	No damage. No casualties. Bombs fell in swamp.
Darwin	25 August 1942	Slight damage to radio station and power lines. No casualties.
Darwin	27 August 1942	Direct hit on civil radio station. No casualties.
Darwin	27 August 1942 (second attack)	No casualties.
Thursday Island	27 August 1942	
Darwin	28 August 1942	Slight damage to railway. No casualties.
Darwin	30 August 1942	Slight damage to pipeline. No casualties.
Darwin	31 August 1942	No damage. No casualties.
Darwin	25 September 1942 (2 raids)	No damage in first: slight damage in other. No casualties.
Darwin	26 September 1942	No damage or casualties.
Darwin	27 September 1942 (2 raids)	No damage or casualties.
Darwin	24 October 1942	Slight damage. 4 wounded.
Darwin	25 October 1942	No damage. No casualties.
Darwin	26 October 1942	Slight damage to power line, buildings. No casualties.
Darwin	27 October 1942	No damage or casualties.
Darwin	23 November 1942	No damage or casualties.
Darwin	26 November 1942	No casualties. Slight damage to aircraft and buildings.
Darwin	27 November 1942	No damage or casualties.
Darwin	20 January 1943	No damage or casualties.
Darwin	21 January 1943	No casualties. No damage.
Darwin	22 January 1943	No damage.
Darwin	2 March 1943	2 wounded (first time Spitfires took place). 6 Zekes

Locality	Date	Enemy Activity
		strafed. Coomallie strip leaving some damage.
Darwin	15 March 1943	No casualties (Spitfires in action). Fuel tanks, pipelines and railway sheds hit.
Darwin	2 May 1943	Japanese—1 bomber, 5 fighters lost, 9 damaged 4 probable, 7 spitfires lost, 3 had engine trouble.
Milingimbi	9 May 1943	2 killed, 8 wounded.
Milingimbi	10 May 1943	Damage and equipment losses.
Wessell Island	11 May 1943	
Exmouth Gulf	12 May 1943	2 bombs - no damage.
Exmouth Gulf	21 May 1943	9 bombs dropped in sea
Exmouth Gulf	22 May 1943	2 bombs dropped in sea - no damage or casualties.
Milingimbi	28 May 1943	
Horn Island	18 June 1943	Bombs fell in sea.
Darwin	20 June 1943	3 killed, 11 injured. Huts and equipment destroyed at Winnellie.
Darwin	28 June 1943	3 huts destroyed, no casualties.
Darwin	30 June 1943	4 aircraft destroyed on ground, 7 damaged, (heavy raid) other slight damage, 2 personnel injured.
Darwin (Raid 58)	6 July 1943	140 bombs dropped, Fenton dispersal area bombed: 1 g/c burnt and 3 others damaged; slight damage to installation. Enemy losses; 10 bombers destroyed, 3 bombers damaged; 2 fighters destroyed. Our losses: 7 spitfires missing
Fenton aerodrome	13 August 1943	Bombs dropped unknown. 4 parachute flares. 8 (Raid 59) bombs along the strip without causing damage or casualties; remaining bombs and parachute flares fell wide of target.
Coomallie Fenton (Raid 60)	13 August 1943	Approximately 20 bombs dropped, including aerial incendiaries. Unknown. Bombs fell between strip and camp; no damage or casualties. (2) Bombs wide of the N. end of strip, causing no damage or casualties.
Broome	16 August 1943	More than 6 bombs - no damage or casualties.
Onslow	16 August 1943	
Port Hedland	17 August 1943	4 x 100 kg. H(E)., 4 x 60 kg. incendiaries - no damage or

Locality	Date	Enemy Activity
		Casualties.
Darwin (Raid 61) (1) Fenton (2) Coomallie & Pell	21 August 1943	(1) The number of bombs dropped was unreported (2) 5 sticks of bombs dropped (1) Carpenter's and sheet metal shops destroyed; a few bombs fell in a dump (2) Communications at Coomallie temporarily damaged. At Pell, 1 aeroplane slightly damaged, 14 drums of oil destroyed and telephone wires severed; no casualties.
Darwin (Reconnaissance flight)	7 September 1943	4 Zekes, 1 Tony destroyed; 1 possible Oscar, 1 Zeke probably destroyed; 3 Zekes, 3 possible Oscars, 1 Hap damaged. Our losses: 7 Spits destroyed, 1 Spit missing, 2 Spits damaged.
Onslow	15 September 1943	Number of bombs not recorded—no damage or casualties.
Darwin Area (Raid 62)	16 September 1943	Bombs dropped not reported. Some damage at allied Camp; no casualties.
Darwin (Raid 63) Fenton	19 September 1943	35 bombs dropped. Long strip and Fenton were bombed; no damage or casualties.
Drysdale Mission	27 September 1943	Over 90 bombs dropped, Mission are heavily damaged; only slight damage to RAAF buildings; no service casualties.
Darwin (Raid 64)	12 November 1943	43 bombs dropped. 9 Japanese bombers, 24 bombs fell in Darwin, 16 bombs fell in Adelaide River, and 3 bombs fell in Bachelor; 9 casualties.

Annex D - Units Allotted for Operational Service Korea and Japan (27 Jun 50 to 19 Apr 56)

Note: The information provided on units or individuals allotted for duty is ***not a complete list***.

The following list represents units that were allotted for duty in Korea as well as those assigned for duty in Japan. As some of these units served only in Japan care must be taken to ensure that the veteran served in Korea (including the waters surrounding the coast of Korea for a distance of 185km seaward from the coast) as defined in Item 1

of Schedule 2 for the purpose of qualifying service in respect of a Service Pension.

Abbreviations:

- BCFK—British Commonwealth Forces Korea
- AC—Australian Component

	From	To
ARMY		
3 RAR	03.08.50	09.11.54
1 RHU (HS)	03.08.50	27.04.54
Aust. Ancillary Unit Korea	09.09.50	15.11.55
Fd Amb Sec Korea	14.09.50	30.04.51
Maint Area Korea	15.09.50	26.06.51
Visitors Sec. Korea	22.09.50	10.02.52
Adv HQ BCOF Korea	19.12.50	07.10.51
AC HQ1 Comwel Div	23.06.51	19.04.56
AC 16 Inf Wksp (Redesignated 1 Comwel Div Inf Wksp (AC))	15.12.51	19.04.56
1 RAR	03.03.52	06.04.53
1 RAR	20.03.54	05.04.56
119 Tpt Pl RAASC	28.04.52	28.03.53
ACS Britcom Det	28.04.52	04.02.54
Britcom Dent Unit (AC)	28.04.52	31.01.55
1 Aust RHU	28.04.52	30.04.55
Aust Kit Store	28.04.52	30.04.55
CDS Tokyo	28.04.52	23.06.55
USAS	28.04.52	30.06.55
Britcom Leave Unit Tokyo (AC) (Redesignated Leave Centre Tokyo (AC))	28.04.52	30.06.55
Britcom Base Cypher Tp	28.04.52	01.10.55
Britcom Gvs Regn Unit (AC)	28.04.52	19.04.56
121 Tpt Pl RAASC	28.04.52	19.04.56
Britcom Base Wksp Stores Sec (AC)	28.04.52	19.04.56

Britcom Base Wksp (AC)	28.04.52	19.04.56
Britcom BOD (AC)	28.04.52	19.04.56
Base Ord Office and Stores Distr Centre	28.04.52	19.04.56
Britcom MCE (AC)	28.04.52	19.04.56
Britcom Base Ldy	28.04.52	19.04.56
Aust Cash Office (Redesignated 101 Aust Cash Office)	28.04.52	19.04.56
Britcom Base B'casting Sta (Redesignated Britcom B'casting Unit)	28.04.52	19.04.56
Britcom Base Sig Regt	28.04.52	19.04.56
Britcom Gen Hosp (AC) (Redesignated Britcom Medical Reception Sta RAAMC)	28.04.52	19.04.56
Britcom Amen Unit	28.04.52	19.04.56
HQ Britcom Sub Area Tokyo (AC)	28.04.52	19.04.56
252 Sub Pl RAASC	28.04.52	19.04.56
HQ Aust Army Component	28.04.52	19.04.56
6 Aust Adv 2 Ech	28.04.52	19.04.56
Britcom Engr Regt (AC)	28.04.52	19.04.56
Britcom Tn Sqn (AC)	28.04.52	19.04.56
Britcom Postal Unit (AC)	28.04.52	19.04.56
Britcom MC Gp (AC)	28.04.52	19.04.56
Britcom SIS (AC)	28.04.52	19.04.56
Britcom Base Pro Coy (AC)	28.04.52	19.04.56
Britcom Sal and Disposal Unit	28.04.52	19.04.56
Britcom Lab Unit (AC)	28.04.52	19.04.56
HQ BCFK (AC)	28.04.52	19.04.56
AC HQ 28 Inf Bde	11.06.52	08.11.54
Aust Fd Cash Office Korea (Redesignated102 Aust Cash Office)	16.07.52	19.04.56
Aust Sec 1 Comwel Div Pro Coy	18.07.52	19.04.56
Wks Sec Britcom Engr Regt (later amalgamated with Britcom Engr Regt (AC))	01.08.52	19.04.56
101 Dent Sec	14.09.52	09.11.54
1 Comwel Div Battle School (AC)	25.12.52	25.01.55
Aust Cash Office Tokyo (Redesignated 103 AustCash Office)	01.02.53	19.04.56
4 Mil Hist Fd Team	22.02.53	31.02.55
2 RAR	05.03.53	16.04.54
28 Britcom Inf Bde Def and Emp Pl	18.03.53	03.02.55
1 Comwel Div Rest Centre	17.06.53	15.02.55
102 Dent Sec.	07.07.53	19.04.56

Aust Gd Sec Tokchong	07.01.54	31.05.55
Britcom Base Sup Dep (AC) (Redesignated Britcom Bulk Dep (AC))	07.04.54	19.04.56
104 Aust Cash Office	08.02.55	19.04.56
HQ Britcom Disposals Org (AC)	08.02.55	15.07.55
Britcom Disposals Store Org (AC)	08.02.55	15.07.55
Britcom Rft Base Dep Japan (AC)	30.04.55	19.04.56
Med Centre Tokyo	30.04.55	19.04.56
104 Dent Sec	01.07.55	19.04.56
Britcom Disposals Org Japan	15.07.55	19.04.56
Britcom Disposals Org Korea	15.07.55	19.04.56
NAVY		
HMAS Shoalhaven	27.06.50 17.07.54	22.09.50 16.03.55
HMAS Bataan	27.06.50 17.01.52	06.06.51 25.09.52
HMAS Warramunga	14.08.50 17.01.52	29.08.51 08.08.52
HMAS Murchison	09.05.51 02.11.53	19.02.52 16.07.54
HMAS Anzac	06.08.51 06.09.52	17.10.51 26.06.53
HMAS Sydney	31.08.51 27.10.53	22.02.52 02.06.54
HMAS Tobruk	31.08.51 03.06.53	22.02.52 12.02.54
HMAS Condamine	03.07.52 26.02.55	11.04.53 02.11.55
HMAS Culgoa	14.03.53	27.11.53
HMAS Arunta	25.01.54	27.10.54
HMAS Commonwealth (Establishment) Fleet Air Arm (attached to HMAS Sydney)	28.04.52	19.04.56
805 Sqn	31.08.51 27.10.53	22.02.52 02.06.54
808 Sqn	31.08.51	22.02.52
816 Sqn	27.10.53	02.06.54
817 Sqn	31.08.51	22.02.52
850 Sqn	27.10.53	02.06.54

Air Carrier Group		
21 CAG	31.08.51 27.10.53	22.02.52 02.06.54
AIR FORCE		
Headquarters 91 (Composite) Wing	27.06.50	30.04.55
77 Fighter Squadron	27.06.50	03.12.54
30 (Communication) Unit	27.06.50	04.11.51
became 30 (Transport) Unit	05.11.51	09.03.53
became 36 (Transport) Squadron	10.03.53	17.03.55
391 (Base) Squadron	27.06.50	30.04.55
491 (Maintenance) Squadron	27.06.50	13.12.54
RAAF Transport Flight Japan	14.03.55	19.04.56
Post of Senior RAAF Officer Japan	30.04.55	19.04.56

Annex E - Service Eligibility Chart

Service Eligibility under the VEA, DRCA and MRCA

TYPE OF SERVICE	3 Sep 1939 to 2 Jan 1949	3 Jan 1949 to 6 Dec 1972	7 Dec 1972 to 21 May 1986	22 May 1986 to 6 Apr 1994	7 Apr 1994 to 30 Jun 2004	On or After 1 Jul 2004
Continuous full-time service (CFTS) - (known as **'defence service'** from 7 Dec 1972)						
Service ended before **7 Apr 1994** (did 3 years CFTS or was transitioned on medical grounds)	**VEA** (see eligible war service)	**DRCA**	**DRCA** and **VEA**	**DRCA** and **VEA**		
Did not do 3 years CFTS nor was transitioned on medical grounds	**VEA** (see eligible war service)	**DRCA**	**DRCA**	**DRCA**	**DRCA**	**MRCA**
Enlisted before **22 May 1986** (served up to and after **7 Apr 1994**)		**DRCA**	**DRCA** and **VEA**	**DRCA** and **VEA**	**DRCA** and **VEA**	**MRCA**
Enlisted on or after **22 May 1986** (did 3 years CFTS or was transitioned on medical grounds by **6 Apr 1994**)				**DRCA** and **VEA**	**DRCA**	**MRCA**
Enlisted on or after **7 Apr 1994**					**DRCA**	**MRCA**
Eligible war service (non-operational) Enlisted before **1 Jul 1947** or enlisted for 2 years in Interim Forces on or after **1 Jul 1947**	**VEA**	**VEA** (ended **30 Jun 1951**)				
Operational service (Eligible war service)	**VEA**	**VEA**	**VEA**	**VEA**	**DRCA** and **VEA**	
Hazardous service (Defence				**DRCA** and **VEA**	**DRCA** and **VEA**	

service)						
Qualifying service	**VEA**	**VEA**	**VEA**	**VEA**	**VEA**	**VEA**
Peacekeeping service	**VEA**	**DRCA*** and **VEA**	**DRCA*** and **VEA**	**DRCA*** and **VEA**	**DRCA*** and **VEA**	**DRCA*** and **VEA** **(civilians only)**
Peacetime service						**MRCA**
Warlike service or **non-warlike service**	**VEA**	**VEA**	**VEA**	**VEA**	**DRCA** and **VEA**	**MRCA**
Part-time service (Citizen Forces, Reservists, Cadets)	**VEA**	**DRCA**	**DRCA**	**DRCA**	**DRCA**	**MRCA**

Notes:

For service between 3 Jan 49 and 7 Dec 72, ADF member are covered under the DRCA only, for peacetime service, and under the VEA for operational and peacekeeping service. There was no provision for hazardous service at that time.

Members who enlisted on or after 22 May 86 and who did not complete 3 years continuous full-time service before 6 Apr 94, but were transitioned as medically unfit, may claim under the VEA.

'Hazardous service' is service that has been declared, in writing, by the Minister of Defence, to be hazardous.

Key Dates

7 Dec 72 – Amendment to Repatriation Act 1920 (precursor to VEA) and Compensation (Commonwealth Government Employees) Act 1971 (precursor to DRCA) to allow both to apply to peacetime service

May 86 – Enactment of VEA

7 Apr 94 – Enactment of MCA

1 Jul 04 - Enactment of MRCA

Annex F - Units Allotted for Operational Service—Malaya, Malaysia, Singapore and Borneo (29 Jun 50 to 30 Sep 67)

Note: The information provided on units or individuals allotted for duty is ***not a complete list***.

The following represent units that were allotted for duty in Malaya, Malaysia, Singapore and Borneo during the various conflicts between 1950 and 1967. This information may be useful to determine whether a veteran was allotted for duty as a member of a unit of the Defence Force.

Malayan Emergency (29 June 1950 to 31 August 1957)		
	From	**To**
ARMY		
HQ Aust Army Force FARELF	22 Apr 1955	31 Aug 1957
HQ 28 Comwel Indep Inf Bde Gp (AC) redesignated		
HQ 28 Comwel Inf Bde Gp Def and Emp Pl (AC)	22 Apr 1955	31 Aug 1957
2 RAR	22 Apr 1955	31 Aug 1957
3 RAR	15 Apr 1957	31 Aug 1957
HQ 28 Comwel Indep Inf Bde Gp Def and Emp Pl (AC)		
Redesignated HQ 28 Comwel Inf Bde Gp		
Def and Emp Pl (AC)	18 Aug 1955	31 Aug 1957
105 Fd Bty	22 Apr 1955	31 Aug 1957
100 'A' Fd Bty redesignated 'A' Fd Bty	15 Apr 1957	31 Aug 1957
4 Tp (RAE) 11 Comwel Indep Fd Sqn (RE)	22 Apr 1955	31 Aug 1957
2 Tp (RAE) 11 Comwel Indep Fd Sqn (RE)	15 Apr 1957	31 Aug 1957
Det 101 Wrls Regt absorbed by Aust Observers Unit (Sigs Personnel) absorbed by Wrls Tp (Type F) Det 101 Wrls Regt (also known as Det F Tp Malaya, 101 Wrls		
Regt) absorbed by 201 Sig Sqn	29 Jun 1950	31 Aug 1957
28 Comwel Indep Inf Bde Gp Sig Sqn (AC) redesignated 208 Comwel Sig Sqn (Inf Bde Gp) (AC)	22 Apr 1955	31 Aug 1957
126 Tpt Pl	22 Apr 1955	31 Aug 1957
Aust Det RDI	22 Apr 1955	31 Aug 1957
HQ 3 Coy RASC (AC)	22 Apr 1955	31 Aug 1957
1 Sec (RAAMC) 16 Comwel Fd Amb (RAMC) redesignated 16 Comwel Fd Amb (RAMC) (AC)	22 Apr 1955	31 Aug 1957
103 Dent Sec redesignated as 32 Dental Unit	22 Apr 1955	31 Aug 1957
28 Comwel Indep Inf Bde Gp OFP (AC) redesignated 28 Comwel Inf Bde Gp OFP (AC)	22 Apr 1955	31 Aug 1957
2 Inf Wksp (AC)	22 Apr 1955	31 Aug 1957

105 Fd Bty LAD redesignated 100 'A' Fd Bty LAD redesignated 'A' Fd Bty LAD redesignated 101 Fd Bty LAD redesignated 103 Fd Bty LAD	22 Apr 1955	31 Aug 1957
Aust Sec 28 Comwel Inf Bde Gp Pro Unit redesignated 28 Comwel Inf Bde Gp Pro Unit (AC)	22 Apr 1955	31 Aug 1957
Miscellaneous Observers (PSD and LTD) became Aust Observers Unit (Malaya) redesignated Aust Visitors and Observers Unit Malaya	22 Apr 1955	31 Aug 1957
Miscellaneous Aust Dets	22 Apr 1955	31 Aug 1957
Integrated Staff Appointments	10 Jun 1955	31 Aug 1957
NAVY		
HMAS *Anzac*	02 Jul 1955	08 Jul 1955
	24 Nov 1955	01 Dec 1955
	14 Dec 1955	22 Dec 1955
	18 Feb 1956	21 Feb 1956
	28 Feb 1956	01 Mar 1956
	05 Mar 1956	10 Mar 1956
	15 Mar 1956	19 Mar 1956
	06 Jul 1956	11 Jul 1956
	16 Jul 1956	20 Jul 1956
	25 Jul 1956	30 Jul 1956
	07 Aug 1956	24 Aug 1956
	26 Aug 1956	30 Aug 1956
	03 Sep 1956	14 Sep 1956
	24 Sep 1956	29 Sep 1956
	02 Oct 1956	08 Oct 1956
	05 Apr 1957	18 Apr 1957
	24 Apr 1957	07 May 1957
	07 Jun 1957	13 Jun 1957
	24 Jun 1957	09 Jul 1957
	12 Jul 1957	14 Jul 1957
	22 Jul 1957	26 Jul 1957
	30 Jul 1957	31 Jul 1957
HMAS *Arunta*	28 Jul 1955	02 Aug 1955
	04 Oct 1955	08 Oct 1955
	10 Oct 1955	27 Oct 1955
	14 Nov 1955	19 Nov 1955
	05 Dec 1955	11 Dec 1955

HMAS Melbourne	21 Sep 1956	28 Sep 1956
	02 Oct 1956	12 Oct 1956
	05 Apr 1957	18 Apr 1957
	24 Apr 1957	07 May 1957
	07 Jun 1957	13 Jun 1957
	22 Jun 1957	28 Jun 1957
HMAS Quadrant	03 Jul 1955	09 Jul 1955
	07 Mar 1956	14 Mar 1956
	22 Mar 1956	10 Apr 1956
	21 Sep 1956	28 Sep 1956
	02 Oct 1956	07 Oct 1956
HMAS Queenborough	07 Mar 1956	11 Mar 1956
	13 Mar 1956	14 Mar 1956
	22 Mar 1956	10 Apr 1956
	21 Sep 1956	28 Sep 1956
	02 Oct 1956	08 Oct 1956
	21 Dec 1956	24 Dec 1956
	30 Dec 1956	11 Jan 1957
	14 Jan 1957	18 Jan 1957
	20 Jan 1957	20 Jan 1957
	22 Jan 1957	25 Jan 1957
	30 Jan 1957	04 Feb 1957
	06 Mar 1957	19 Mar 1957
	30 Mar 1957	11 Apr 1957
	15 Apr 1957	18 Apr 1957
	24 Apr 1957	07 May 1957
	14 Jun 1957	17 Jun 1957
	21 Jun 1957	02 Jul 1957
HMAS Quickmatch	07 Mar 1956	14 Mar 1956
	22 Mar 1956	07 Apr 1956
	21 Sep 1956	28 Sep 1956
	02 Oct 1956	08 Oct 1956
	21 Dec 1956	24 Dec 1956
	30 Dec 1956	09 Jan 1957
	11 Jan 1957	11 Jan 1957
	14 Jan 1957	18 Jan 1957
	22 Jan 1957	25 Jan 1957
	30 Jan 1957	06 Feb 1957
	06 Mar 1957	26 Mar 1957
	04 Apr 1957	18 Apr 1957

	24 Apr 1957	07 May 1957
	07 Jun 1957	16 Jun 1957
	21 Jun 1957	29 Jun 1957
HMAS Sydney	21 Sep 1956	28 Sep 1956
	02 Oct 1956	13 Oct 1956
HMAS Tobruk	02 Jul 1955	08 Jul 1955
	24 Nov 1955	01 Dec 1955
	10 Dec 1955	11 Dec 1955
	14 Dec 1955	15 Dec 1955
	21 Dec 1955	30 Dec 1955
	04 Jan 1956	09 Jan 1956
	18 Feb 1956	21 Feb 1956
	27 Feb 1956	01 Mar 1956
	06 Mar 1956	10 Mar 1956
	15 Mar 1956	15 Mar 1956
	30 Jul 1956	30 Jul 1956
	06 Aug 1956	06 Aug 1956
	10 Aug 1956	10 Aug 1956
	24 Sep 1956	24 Sep 1956
	02 Oct 1956	02 Oct 1956
	05 Apr 1957	05 Apr 1957
	24 Apr 1957	24 Apr 1957
	07 Jun 1957	07 Jun 1957
	23 Jun 1957	23 Jun 1957
	27 Jun 1957	27 Jun 1957
	12 Jul 1957	12 Jul 1957
	18 Jul 1957	18 Jul 1957
	30 Jul 1957	30 Jul 1957
HMAS Warramunga	11 Jul 1955	15 Jul 1955
	19 Sep 1955	23 Sep 1955
	27 Sep 1955	01 Oct 1955
	10 Oct 1955	27 Oct 1955
	14 Nov 1955	19 Nov 1955
	02 Dec 1955	02 Dec 1955
	05 Dec 1955	11 Dec 1955
	05 Apr 1957	18 Apr 1957
	24 Apr 1957	02 May 1957
AIRFORCE		
Headquarters No 90 (Composite) Wing	29 Jun 1950	11 Dec 1952
No 1 Bomber Squadron	29 Jun 1950	31 Aug 1957

No 38 (Transport) Squadron	29 Jun 1950	11 Dec 1952
No 2 Airfield Construction Squadron (2ACS)	4 Sep 1955	31 Aug 1957
RAAF Liaison Staff (Changi)	14 Sep 1955	31 Aug 1957

Federation of Malaya and the Colony of Singapore (1 September 1957 to 31 July 1960)

	From	To
ARMY		
HQ Aust Army Force FARELF	01 Sep 1957	31 Jul 1960
HQ 28 Comwel Indep Inf Bde Gp (AC) redesignated HQ 28 Comwel Inf Bde Gp Def and Emp Pl (AC)	01 Sep 1957	31 Jul 1960
HQ Penang Garrison (AC)	30 Oct 1957	31 Jul 1960
1 RAR	28 Aug 1959	31 Jul 1960
2 RAR	01 Sep 1957	19 Oct 1957
3 RAR	01 Sep 1957	03 Mar 1960
HQ 28 Comwel Indep Inf Bde Gp Def and Emp Pl (AC) redesignated HQ 28 Comwel Inf Bde Gp Def and Emp Pl (AC)	01 Sep 1957	31 Jul 1960
105 Fd Bty	01 Sep 1957	19 Oct 1957
100 'A' Fd Bty redesignated 'A' Fd Bty	01 Sep 1957	13 Feb 1960
101 Fd Bty RAA (26 Fd Regt RA)	31 Aug 1959	31 Jul 1960
4 Tp (RAE) 11 Comwel Indep Fd Sqn (RE)	01 Sep 1957	19 Oct 1957
2 Tp (RAE) 11 Comwel Indep Fd Sqn (RE)	01 Sep 1957	12 Dec 1959
1 Tp (RAE) 11 Comwel Indep Fd Sqn (RE)	18 Sep 1959	31 Jul 1960
Det 101 Wrls Regt absorbed by Aust Observers Unit (Sigs Personnel) absorbed by Wrls Tp (Type F) Det 101 Wrls Regt (also known as Det F Tp Malaya, 101 Wrls Regt) absorbed by 201 Sig Sqn	01 Sep 1957	31 Jul 1960
28 Comwel Indep Inf Bde Gp Sig Sqn (AC) redesignated 208 Comwel Sig Sqn (Inf Bde Gp) (AC)	01 Sep 1957	31 Jul 1960
126 Tpt Pl	01 Sep 1957	31 Jul 1960
Aust Det RDI	01 Sep 1957	19 Oct 1957
HQ 3 Coy RASC (AC)	01 Sep 1957	19 Oct 1957
1 Sec (RAAMC) 16 Comwel Fd Amb (RAMC) redesignated 16 Comwel Fd Amb (RAMC) (AC)	01 Sep 1957	31 Jul 1960
103 Dent Sec redesignated as 32 Dental Unit	01 Sep 1957	31 Jul 1960
28 Comwel Indep Inf Bde Gp OFP (AC) redesignated 28 Comwel Inf Bde Gp OFP (AC)	01 Sep 1957	31 Jul 1960
2 Inf Wksp (AC)	01 Sep 1957	19 Oct 1957
HQ 28 Comwel Indep Inf Bde Gp LAD redesignated HQ 28 Comwel	18 Oct 1957	31 Jul 1960

Inf Bde Gp LAD		
105 Fd Bty LAD redesignated 100 'A' Fd Bty LAD redesignated 'A' Fd Bty LAD redesignated 101 Fd Bty LAD redesignated 103 Fd Bty LAD	01 Sep 1957	31 Jul 1960
Aust Sec 28 Comwel Inf Bde Gp Pro Unit redesignated 28 Comwel Inf Bde Gp Pro Unit (AC)	01 Sep 1957	31 Jul 1960
Miscellaneous Observers (PSD and LTD) became Aust Observers Unit (Malaya) redesignated Aust Visitors and Observers Unit Malaya	01 Sep 1957	31 Jul 1960
Miscellaneous Aust Dets	01 Sep 1957	31 Jul 1960
Integrated Staff Appointments	01 Sep 1957	31 Jul 1960
NAVY		
RAN radio operators at Kranji Wireless Station and RAF Base Seletar in Singapore	11 May 1960	31 July 1960
HMAS Anzac	01 Sep 1957	07 Sep 1957
	11 Dec 1957	27 Jan 1958
	25 Mar 1959	28 Apr 1959
	12 May 1959	09 Jun 1959
	18 Jun 1959	17 Aug 1959
	31 Aug 1959	09 Sep 1959
	18 Sep 1959	10 Oct 1959
	16 Nov 1959	05 Dec 1959
HMAS Melbourne	17 Mar 1958	03 Apr 1958
	23 Apr 1958	13 May 1958
	18 Mar 1959	28 Apr 1959
	07 Apr 1960	28 Apr 1960
	06 May 1960	20 May 1960
	06 Jun 1960	16 Jun 1960
HMAS Queenborough	05 Feb 1959	01 Mar 1959
	08 Mar 1959	28 Apr 1959
	25 Feb 1960	25 Mar 1960
	04 Apr 1960	20 Apr 1960
	09 May 1960	20 May 1960
	27 May 1960	05 Jul 1960
HMAS Quiberon	17 Mar 1958	03 Apr 1958
	13 Aug 1958	05 Sep 1958
	20 Nov 1958	23 Jan 1959
	27 Jan 1959	01 Mar 1959
	08 Mar 1959	28 Apr 1959

	23 Jun 1960	08 Jul 1960
	15 Jul 1960	31 Jul 1960
HMAS Quickmatch	24 Sep 1958	06 Nov 1958
	20 Nov 1958	08 Dec 1958
	26 Nov 1959	24 Dec 1959
	02 Jan 1960	20 Feb 1960
	23 Feb 1960	06 Mar 1960
HMAS Tobruk	01 Sep 1957	07 Sep 1957
	09 Dec 1957	03 Jan 1958
	09 Jan 1958	27 Jan 1958
	26 Mar 1959	28 Apr 1959
	19 May 1959	11 Jun 1959
	14 Jun 1959	21 Aug 1959
	04 Sep 1959	27 Sep 1959
	16 Nov 1959	05 Dec 1959
HMAS Vampire	23 Jun 1960	29 Jun 1960
	04 Jul 1960	08 Jul 1960
	15 Jul 1960	22 Jul 1960
	29 Jul 1960	31 Jul 1960
HMAS Vendetta	16 May 1960	20 May 1960
	23 Jun 1960	27 Jun 1960
	29 Jun 1960	05 Jul 1960
HMAS Voyager	21 Jan 1958	03 Apr 1958
	23 Apr 1958	13 May 1958
	04 Jun 1958	10 Jul 1958
	22 Jul 1958	19 Aug 1958
	18 Mar 1959	28 Apr 1959
	07 Apr 1960	15 Apr 1960
	06 May 1960	02 Jun 1960
HMAS Warramunga	21 Jan 1958	03 Apr 1958
	23 Apr 1958	12 May 1958
	15 May 1958	01 Jul 1958
AIRFORCE		
No 1 Bomber Squadron	1 Sep 1957	1 Jul 1958
No 2 Airfield Construction Squadron (2ACS)	1 Sep 1957	1 Aug 1958
2ACS Rear Echelon	1 Aug 1958	27 Oct 1958
RAAF Liaison Staff (Changi)	1 Sep 1957	31 May 1958
Base Squadron Butterworth	1 May 1958	31 Jul 1960
HQ RAAF Butterworth (Changi then Butterworth)	1 Jun 1958	31 Jul 1960
No 2 (Bomber) Squadron	23 Jun 1958	31 Jul 1960

No 114 Mobile Control and Reporting Unit	4 Jul 1958	31 Jul 1960
No 3 (Fighter) Squadron	11 Nov 1958	31 Jul 1960
HQ No 78 (Fighter) Wing	19 Feb 1959	31 Jul 1960
No 478 (Maintenance) Squadron	19 Feb 1959	31 Jul 1960
No 77 (Fighter) Squadron	19 Feb 1959	31 Jul 1960

Malay/Thai Border (1 August 1960 to 16 August 1964)

Note: 22 individuals (RAAF aircrew) have been allotted for various periods of service between 20/12/1962 and 16/8/1964.

	From	To
ARMY		
A Squadron, 1st Armoured Regiment	1 Aug 1960	29 Feb 1964
101st Field Battery, Royal Australian Artillery	1 Aug 1960	30 Sep 1960
103rd Field Battery, Royal Australian Artillery	1 Jul 1962	31 Oct 1963
1st Battalion, Royal Australian Regiment	1 Aug 1960	31 Dec 1961
2nd Battalion, Royal Australian Regiment	1 Jun 1961	31 Aug 1963
3rd Battalion, Royal Australian Regiment	1 Aug 1963	16 Aug 1964
3rd Battalion, Royal Australian Regiment Signal Troop	19 Feb 1964	05 Apr 1964
28th Commonwealth Brigade (Australian Component)*	1 Aug 1960	16 Aug 1964
Detachment 32nd Dental Unit	19 Feb 1964	05 Apr 1964
Far East Land Force (Australian Component)*	1 Aug 1960	16 Aug 1964

* This includes all 28 COMWEL BDE and FARELF Units that had an Australian Component

Borneo (Sarawak, Sabah and Brunei) (8 December 1962 to 16 August 1964)

	From	To
ARMY		
7 Fd Sqn	27 Apr 1964	16 Aug 1964
Det 20 Fd Pk Sqn	19 May 1964	16 Aug 1964
Det 32 Small Ships Sqn	05 May 1964	12 Aug 1964
Det 4 Water Tpt Tp	05 May 1964	05 Aug 1964
201 Sig Sqn redesignated 121 Sig Sqn	29 Nov 1963	16 Aug 1964
7 Fd Sqn Sig Det redesignated 1 Fd Sqn Sig Det redesignated 24 Const Sqn Sig Det redesignated 570 Sig Tp	25 May 1964	16 Aug 1964
Det 30 Port Sqn	25 May 1964	11 Jul 1964
1 Indep Fd Sqn Wksp redesignated 1 Indep Fd Wksp	25 May 1964	16 Aug 1964
NAVY		
HMAS Parramatta	26 May 1964	26 Jun 1964
HMAS Sydney	24 May 1964	26 Jun 1964
HMAS Yarra	28 May 1964	8 Jun 1964

Malaysia, Singapore and Brunei (Units allotted 17 August 1964 to 14 September 1966

Australian Defence Force personnel seconded to the Royal Malaysian Armed Forces 17 Aug 1964 to 11 Aug 1966

	From	To
ARMY		
1 Fd Sqn	21 Oct 1964	27 Jun 1965
1 SAS Sqn	16 Feb 1965	30 Aug 1965
1 Indep Fd Sqn Wksp redesignated 1 Indep Fd Wksp	17 Aug 1964	03 Dec 1965
2 Tp (RAE) 11 Fd Sqn (RE)	30 Mar 1965	31 Jul 1965
2 SAS Sqn	12 Jan 1966	14 Sep 1966
3 RAR	17 Aug 1964	30 Sep 1965
4 RAR	01 Oct 1965	14 Sep 1966
7 Fd Sqn	17 Aug 1964	17 Dec 1964
7 Fd Sqn Sig Det redesignated 1 Fd Sqn Sig Det redesignated 24 Const Sqn Sig Det redesignated 570 Sig Tp	17 Aug 1964	14 Sep 1966
Det 20 Fd Pk Sqn	17 Aug 1964	27 Jun 1965
21 Const Sqn	05 Nov 1965	29 Apr 1966
21 Const Sqn Indep Wksp	29 Nov 1965	29 Apr 1966
22 Const Sqn (less det)	29 Apr 1966	14 Sep 1966
22 Const Sqn Wksp	29 Apr 1966	14 Sep 1966
24 Const Sqn	05 May 1965	14 Dec 1965
102 FD BTY	17 Aug 1964	11 Aug 1966
105 FD BTY	01 Aug 1965	11 Aug 1966
110 LAA BTY	01 Jul 1966	11 Aug 1966
111 LAA BTY	17 Aug 1964	30 Jun 1966
201 Sig Sqn redesignated 121 Sig Sqn	17 Aug 1964	14 Sep 1966
589 Sig Tp	17 Aug 1964	11 Aug 1966
Australian Army attached to 55 AD Coy RASC	17 Aug 1964	11 Aug 1966
28 COMWEL BDE (Australian Component)*	17 Aug 1964	11 Aug 1966
FARELF (Australian Component)*	17 Aug 1964	11 Aug 1966
NAVY		
HMAS Curlew	17 Aug 1964 03 Oct 1965	29 Jan 1965 14 Sep 1966
HMAS Derwent	18 Nov 1964 27 Jan 1965 11 Mar 1965 17 Feb 1966 08 Jun 1966	22 Jan 1965 8 Feb 1965 21 Apr 1965 30 Apr 1966 05 Jul 1966

	16 Jul 1966	03 Aug 1966
HMAS Duchess	19 Jan 1965 11 Aug 1965 26 Oct 1965 04 Jan 1966	17 Mar 1965 25 Sep 1965 24Dec 1965 02 Mar 1966
HMAS Gull	17 Aug 1964 07 Jan 1965 24 Jan 1966	18 Sep 1964 14 Aug 1965 14 Sep 1966
HMAS Hawk	17 Aug 1964 07 Jan 1965 10 Jan 1966	18 Sep 1964 14 Aug 1965 14 Sep 1966
HMAS Ibis	23 Aug 1964	03 Feb 1966
HMAS Melbourne	24 Feb 1965 21 Apr 1965 24 Mar 1966	7 Apr 1965 7 May 1965 25 Apr 1966
HMAS Parramatta	24 Feb 1965 21 Apr 1965 11 Jun 1965 12 Aug 1965 26 Jul 1966	07 Apr 1965 06 May 1965 03 Aug 1965 01 Sep 1965 08 Sep 1966
HMAS Snipe	17 Aug 1964 19 Jul 1965	29 Jan 1965 14 Sep 1966
HMAS Supply	24 Feb 1965 22 Apr 1965 12 May 1965 31 May 1965 24 Mar 1966 26 May 1966	3 Apr 1965 7 May 1965 24 May 1965 22 Jun 1965 11 May 1966 26 Jun 1966
HMAS Teal	23 Aug 1964	03 Feb 1966
	From	**To**
HMAS Vampire	17 Aug 1964 16 Oct 1964 05 Jan 1965 17 Feb 1966 09 Jun 1966 24 Jul 1966	05 Oct 1964 15 Dec 1964 10 Feb 1965 27 Apr 1966 16 Jul 1966 03 Aug 1966
HMAS Vendetta	17 Aug 1964 12 Oct 1964 19 Nov 1964 25 Jul 1965	25 Sep 1964 02 Nov 1964 10 Dec 1964 18 Sep 1965

	12 Oct 1965 15 Jan 1966	5 Jan 1966 02 Mar 1966
HMAS Yarra	31 Mar 1965 27 May 1965 29 Jul 1965 24 Mar 1966	7 May 1965 17 Jul 1965 01 Sep 1965 04 May 1966
AIRFORCE		
No. 2 Squadron RAAF	17 Aug 1964	11 Aug 1966
No. 3 Squadron RAAF	17 Aug 1964	11 Aug 1966
No. 4 RAAF Hospital	01 Mar 1965	23 May 1966
No. 5 Squadron RAAF	17 Aug 1964	23 May 1966
No. 77 Squadron RAAF	17 Aug 1964	11 Aug 1966
Headquarters No. 78 Wing RAAF	17 Aug 1964	11 Aug 1966
No. 114 Mobile Control and Reporting Unit RAAF	17 Aug 1964	11 Aug 1966
No. 478 Squadron RAAF	17 Aug 1964	11 Aug 1966
Base Squadron Butterworth RAAF	17 Aug 1964	11 Aug 1966
Headquarters Butterworth RAAF	17 Aug 1964	11 Aug 1966

Annex G - Units Allotted for Operational Service (Vietnam) - 31 July 62 to 29 April 75

Note: The information provided on units or individuals allotted for duty is ***not a complete list***.

The following represent units that were allotted for duty in Vietnam between 1962 and 1973. This information may be useful to determine whether a veteran was allotted for duty as a member of a unit of the Defence Force.

Army ***(Vietnam Southern Zone) Item 4: Schedule 2 (31.07.62 to 11.01.73)***			
	Headquarters Units		
Serial	**Unit**	**From**	**To**
1	AATTV	31.07.62	19.12.72
2	AAAGV	06.03.72	23.12.72
3	Aust Embassy Guard Pl (from AAAGV/personnel)	18.12.72	Until withdrawn mid 1973
4	HQ AAFV—redesignated as per serial 5	25.05.65	02.05.66
5	HQ AFV (Army Component)	03.05.66	15.03.72
6	HQ 145 Sig Sqn	01.04.66	05.07.67
7	709 Sig Tp—absorbed into serial 16	25.05.65	20.11.67
8	527 Sig Tp	14.09.65	05.07.67
9	581 Sig Tp	01.04.66	05.07.67
10	552 Sig Tp	01.04.66	05.07.67
11	506 Sig Tp (less Det)	01.04.66	05.07.67
12	520 Sig Tp (less Det)	01.04.66	01.03.67
13	Det 547 Sig Tp—became part of serial 14	01.04.66	01.03.67
14	547 Sig Tp (less Det) (op Tp) (Type A)	02.03.67	23.12.71
15	HQ 110 Sig Sqn—absorbed into serial 16	02.03.67	20.11.67
16	110 Sig Sqn	21.11.67	12.03.72
17	704 Sig Tp (less Det)—absorbed into serial 16	02.03.67	20.11.67
18	557 Sig Tp (less det)	02.03.67	20.11.67
19	561 Sig Tp—Absorbed into 20	02.03.67	20.11.67
20	532 Sig Tp)	02.03.67	20.11.67
21	503 Sig Tp serial 16	02.03.67	20.11.67
22	Fd Op Research Sect	29.11.65	06.03.72
23	HQ AFV Cash Office	01.02.67	02.03.72
24	1 Aust CA Unit	02.03.67	25.11.71
25	Det 198 Wks Sect—redesignated as per serial 26	09.01.67	01.03.67
26	198 Wks Sect	02.03.67	23.12.72
27	Det 11 MC Gp	01.04.66	12.03.72

	Army Task Force Unit		
29	1 APC Tp—became part of serial 30	14.09.65	31.03.66
30	1 APC Sqn (less det)—redesignated as per serial 31	01.04.66	15.01.67
31	A Sqn 3 Cav Regt (less det)—redesignated as per serial 32	16.01.67	12.05.69
32	B Sqn 3 Cav Regt—redesignated as per serial 33	13.05.69	06.01.71
33	A Sqn 3 Cav Regt	07.01.71	12.03.72
34	C Sqn 1 Armed Regt—redesignated as per serial 35	29.01.68	10.02.69
35	B Sqn 1 Armed Regt—redesignated as per serial 36	11.02.69	22.12.69
36	A Sqn 1 Armed Regt—redesignated as per serial 37	23.12.69	16.12.70
37	C Sqn 1 Armed Regt	17.12.70	30.09.71
38	104 Fd Bty	05.05.71	20.12.71
39	105 Fd Bty—became part of serial 40	14.09.65	31.03.66
40	1 Fd Regt (less one bty)	01.04.66	05.07.67
41	1 Fd Regt (Restd)	25.02.69	10.05.70
42	4 Fd Regt (less one Bty)	02.03.67	28.05.68
43	4 Fd Regt	24.02.70	18.03.71
44	12 Fd Regt (less one Bty)	29.01.68	11.03.69
45	12 Fd Regt	27.01.71	20.12.71
46	Det 131 Div Loc Bty	01.04.66	19.08.71
47	3 Fd Tp—became part of serial 48	14.09.65	31.03.66
48	1 Fd Sqn (less one tp)—redesignated as per serial 49	01.04.66	30.11.67
49	1 Fd Sqn (Restd)	01.12.67	18.11.71
50	21 Engr Sp Tp	01.04.66	09.12.71
51	Det 1 Topo Svy Tp—redesignated as per serial 52	01.04.66	01.03.67
52	A Sect 1 Topo Svy Tp	02.03.67	07.10.71
53	103 Sig Sqn	01.04.66	05.07.67
54	104 Sig Sqn (TF)	02.03.67	15.12.71
55	Det 152 Sig Sqn (SAS)	31.08.66	15.10.71
56	1 RAR	25.05.65 19.01.68	14.06.66 28.02.69
57	2 RAR	02.03.67 28.04.70	18.06.68 04.06.71
58	3 RAR	12.12.67 12.02.71	05.12.68 19.10.71
59	4 RAR	29.01.68 01.05.71	30.05.69 12.03.72
60	5 RAR	01.04.66 28.01.69	05.07.67 05.03.70
61	6 RAR	01.04.66	05.07.67

		07.05.69	28.05.70
62	7 RAR	02.03.67 10.02.70	26.04.68 10.03.71
63	8 RAR	18.11.69	12.11.70
64	9 RAR	05.11.68	05.12.69
65	1 SAS Sqn (less one tp)	02.03.67 03.02.70	18.02.68 18.02.71
66	2 SAS Sqn (less one tp)	29.01.68 18.02.71	04.03.69 15.10.71
67	3 SAS Sqn (less one tp)	01.04.66 03.02.69	05.07.67 20.02.70
68	Det 1 Div Int Unit	01.04.66	11.11.71
69	1 Tpt Pl	01.04.66	05.07.67
70	2 Tpt Pl	21.04.67	12.11.70
71	Det 1 Fwd Del Tp	29.01.68	21.07.71
72	Det 1 OFP	01.04.66	05.07.67
73	Det 6 OFP—redesignated as per serial 74	02.03.67	31.01.68
74	1 OFP	01.02.68	12.02.72
75	106 Fd Wksp Stores Sect	15.11.68	25.09.71
76	Det 131 Div Loc Bty Wksp	01.04.66	15.08.71
77	1 Fd Sqn Wksp	01.04.66	30.10.71
78	106 Fd Wksp (Type A)	15.11.68	07.10.71
79	1 TF HQ LAD	01.04.66	19.10.71
80	Det 1 APC Sqn LAD—redesignated as per serial 81	01.04.66	15.01.67
81	Det A Sqn 3 Cav Regt LAD—redesignated as per serial 82	16.01.67	12.05.69
82	B Sqn Sect 3 Cav Regt LAD—redesignated as per serial 83	13.05.69	06.01.71
83	A Sqn 3 Cav Regt LAD	07.01.71	12.03.72
84	A Sqn 1 Armd Regt LAD—redesignated as per serial 85	23.12.69	16.12.70
85	C Sqn 1 Armd Regt LAD	17.12.70	30.09.71
86	Bty Sect 4 Fd Regt LAD—redesignated as 105 Fd Bty Sect 12 Fd Regt LAD—became part of serial 87	14.09.65	31.03.66
87	1 Fd Regt LAD	01.04.66 25.02.69	05.07.67 10.05.70
88	4 Fd Regt LAD	02.03.67 24.02.70	28.05.68 18.03.71
89	12 Fd Regt LAD	29.01.68 27.01.71	11.03.69 20.12.71
90	Det 1 Div Cash Office—absorbed into serials 23, 91 and 147	01.04.66	31.01.67
91	1 Det AFV Cash Office	01.02.67	27.02.72

92	Sect 1 Div Pro Coy - redesignated as Pro Sect 1 Pro Coy absorbed into serial 93	01.04.66	31.01.67
93	AFV Pro Unit	01.02.67	12.03.72
94	1 Aust Rft Unit	01.04.66	29.09.71
Army Logistic Support Units			
	Unit	**From**	**To**
95	Aust Log Sp Coy - redesignated as per serial 96	25.05.65	31.03.66
96	HQ 1 Aust Log Sp Gp	01.04.66	16.10.71
97	Det 55 Adv Engr Stores Sqn—redesignated as per serial 98	01.04.66	16.02.68
98	Det 55 Engr Wksp and Pk Sqn—redesignated as per serial 99	17.02.68	14.06.71
99	55 Engr Wksp and Pk Sqn	15.06.71	12.03.72
100	17 Const Sqn (less one tp)—became part of serial 101	01.04.66	01.03.67
101	17 Const Sqn	02.03.67	12.02.72
102	Det 30 Terminal Sqn 161 Recce Flt—redesignated as per serial 104	09.01.67 14.09.65	12.03.72 31.03.66
104	161 (Indep) Recce Flt	01.04.66	08.03.72
105	Det 8 Pet Pl—redesignated as per serial 106	09.01.67	26.08.68
106	8 Pet Pl RAASC	27.08.68	12.02.72
107	HQ 26 Coy RAASC—redesignated as per serial 108	08.01.68	31.10.69
108	HQ 26 Tpt Coy RAASC	01.11.69	30.06.71
109	HQ 1 Coy RAASC	01.04.66	05.07.67
110	21 Sup Pl RAASC	01.04.66	05.07.67
111	87 Tpt Pl	01.04.66	05.07.67
112	Det 52 Sup P1	18.12.67	05.05.71
113	3 Small Ship Tp (AV 1355 VERNON STURDEE)	11.04.66 23.01.67	25.06.66 14.12.67
114	1 Small Ship Tp (AV 1356 CLIVE STEELE)	26.06.66 03.12.66 17.01.67 29.01.68 21.07.69 11.07.70 02.03.71	23.11.66 09.01.67 16.03.67 27.04.69 02.03.70 03.09.70 12.03.71
115	2 Small Ship Tp (AV 1353 HARRY CHAUVEL)	23.10.67 21.05.70	21.03.68 06.06.70
116	4 Small Ship Tp (AV 1354 BRUDENELL WHITE)	22.09.70	24.10.70
117	Det 32 Small Ship Sqn (AS 3051 JOHN MONASH)	05.05.66 03.12.67 17.02.68	14.05.66 31.01.68 31.03.68

		16.12.68 20.02.69 25.10.69 27.07.71	26.12.68 04.03.69 07.12.69 14.08.71
118	Det 32 Small Ship Sqn (AV 1356 CLIVE STEELE)	23.02.71	20.03.71
119	Det 32 Small Ship Sqn (AV 1353 HARRY CHAUVEL)	11.11.70	15.12.70
120	HQ 5 Coy RAASC	02.03.67	12.03.72
121	86 Tpt Pl RAASC	09.01.67	12.03.72
122	85 Tpt Pl (Tipper) RAASC	02.03.67	16.09.71
123	25 Sup Pl RAASC	02.03.67	12.03.72
124	Det 176 AD Coy - redesignated as serial 125	01.04.66	31.05.67
125	176 AD Coy	01.06.67	18.11.71
126	1 Aust Fd Hosp	13.11.67	14.12.71
127	8 Fd Amb	02.03.67	12.03.72
128	2 Fd Amb (less one coy)	01.04.66	05.07.67
129	33 Dental Unit (less Det) became part of serial 132	01.04.66	01.03.67
130	Det 1 Fd Med and Dental Unit—redesignated as per serial 131	20.11.67	06.03.68
131	Det 1 Fd Med and Dent Eqpt Dep	07.03.68	25.11.71
132	33 Dental Unit	02.03.67	12.03.72
133	Det 1 Fd Hygiene Coy	05.12.67	12.03.72
134	HQ 2 Comp Ord Depot (Type A)—redesignated as per serial 135 Includes the following sub-units a. 13 Ord Sup Con Pl b. 16 Ord Veh Pl c. 14 Ord Stores Pl d. 18 Ord Dep Ldy Sect e. 15 Ord Ammo Pl f. 19 Ord Sup Con Pl) Commenced Special g. 20 Ord Stores Pl) Service on 9.1.67	01.04.66	15.11.67
135	2 Adv Ord Dep—includes sub-units listed in serial 134	16.11.67	12.03.72
136	1 Indep Armed Sqn Wksp Stores Sect—redesignated as per serial 137	29.01.68	02.02.68
137	1 Armed Sqn Wksp Stores Sect—absorbed by serial 75	03.02.68	14.11.68
138	101 Fd Wksp Stores Sect	01.04.66	05.07.67
139	102 Fd Wksp Stores Sect	02.03.67	12.03.72
140	1 Indep Armd Sqn Wksp—redesignated as per serial 141	29.01.68	02.02.68
141	1 Armed Sqn Wksp—absorbed by serial 78	03.02.68	14.11.68
142	17 Const Sqn Wksp	01.04.66	25.11.71
143	Det 1 Div St Wksp—redesignated as per serial 144	01.04.66	31.10.69

144	5 Coy RAASC Wksp	01.11.69	25.11.71
145	101 Fd Wksp (Type A)	01.04.66	05.07.67
146	102 Fd Wksp (Type A)	02.03.67	12.03.72
147	2 Det AFV Cash Office	01.02.67	27.02.72
148	Det 1 Div Post Unit—absorbed by serial 149	01.04.66	08.11.67
149	Det 1 Comm Z Postal Unit	19.10.66	28.02.72
150	Det 5 ASCO Unit—redesignated as per serials 151 and 152	01.04.66	26.02.68
151	HQ 2 AFCU	27.02.68	12.03.72
152	Det 2 Aust Fd Canteen Unit—redesignated as 1 Pl 2 AFCU	27.02.68	12.03.72
153	67 GL Sect	01.04.66	02.12.71
154	1 Aust Rest and Con Centre—redesignated as per serial 155	11.02.66	07.12.67
155	AFV Amenities and Welfare Unit	08.12.67	12.03.72
156	1 Psy Ops Unit	13.04.70	25.11.71

Navy

(Vietnam Southern Zone) Item 4: schedule 2 (31.07.62 to 11.01.73)

* These are the dates applicable to the main body of the contingent. Individual periods of service will be entered on the Record of Service.

** RAN members were posted individually during 1968 and 1969.

	From	**To**
HMAS *Brisbane*	19.03.69 16.03.71	13.10.69 11.10.71
HMAS *Perth*	02.09.67 19.09.68 14.09.70	10.04.68 12.04.69 08.04.71
HMAS *Hobart*	07.03.67 22.03.68 16.03.70	27.09.67 11.10.68 09.10.70
HMAS *Vendetta*	15.09.69	11.04.70
Clearance Diving Team 3		
Contingent 1 *	05.02.67	29.08.67
Contingent 2 *	12.08.67	11.03.68
Contingent 3 *	11.02.68	03.09.68
Contingent 4 *	12.08.68	04.03.69
Contingent 5 *	10.02.69	21.08.69
Contingent 6 *	12.08.69	10.03.70
Contingent 7 *	10.03.70	29.10.70
	From	**To**
Contingent 8 *	14.10.70	05.05.71
RAN Helicopter Flight Vietnam (RANHFV) (A detachment of No.0723 Squadron)		

Contingent 1 *	15.10.67	17.10.68
Contingent 2 *	09.09.68	11.09.69
Contingent 3 *	09.09.69	10.09.70
Contingent 4 *	09.09.70	16.06.71
RAN Element of 9 Squadron RAAF	12.06.66	24/12/71**
Air Force ***(Vietnam Southern Zone) Item 4: schedule 2 (31.07.62 to 11.01.73)***		
	From	**To**
RAAF Transport Flight, Vietnam	30.07.64	01.06.66
became 35 Squadron, Vung Tau	01.06.66	26.02.72
RAAF element HQAFV (known as RAAFHQAFV) (Includes Movement Control Office Vietnam and Air Movement Section Tan San Nhut) Headquarters RAAF	13.06.66	26.02.72
Contingent, Vung Tau	27.06.67	29.02.72
2 Squadron, Phan Rang	19.04.67	09.06.71
9 Squadron, Vung Tau	12.06.66	24.12.71
Base Support Flight, Vung Tau (Includes Air Movements Section Vung Tau) became 1 Operational Support Unit, Vung Tau	14.05.66 19.09.68	19.09.68 07.03.72
RAAF Element 1616 Reconnaissance	10.09.65	06.11.68
Flight (Army) 5 Airfield Construction Squadron (Detachment B)	25.01.67	17.02.68

Individual Members Allotted for Operational Duty

Members of the following units:

- 36 Sqn Richmond
- 37 Sqn Richmond
- 3 RAAF Hospital Richmond
- 4 RAAF Hospital Butterworth
- 478 Maint Sqn Butterworth
- Transport Support Flight Butterworth
- HQ RAAF Butterworth
- HQ Support Command Unit Melbourne
- HQ Operational Command Unit Glenbrook
- Aircrew members of the RAAF Detachment Sangley Point

Ships Determined to have been Allotted for Duty (Vietnam) under Instrument dated 23 December 1997

Ships listed in the Table below have been determined by the Minister for Defence Industry, Science and Personnel to be allotted for duty in the operational area of Vietnam for the periods shown (both dates inclusive).

Ship	Last Port of Call	Date	First Port of Call	Date
HMAS *Anzac*	Sydney	20 May 1968	Darwin	7 Jun 1968
HMAS *Boonaroo*	Cairns	17 Mar 1967	Darwin	13 Apr 1967
HMAS *Derwent*	Manila	26 May 1966	Singapore	13 Jun 1966
	Singapore	10 Feb 1969	Singapore	18 Feb 1969
	Singapore	4 Nov 1971	Singapore	8 Nov 1971
HMAS *Duchess*	Sydney	27 May 1965	Fremantle	26 Jun 1965
	Manus Island	20 Sep 1965	Hong Kong	3 Oct 1965
	Singapore	18 Nov 1968	Hong Kong	25 Nov 1968
	Sydney	16 Nov 1969	Singapore	29 Nov 1969
	Singapore	3 Apr 1971	Hong Kong	8 Apr 1971
	Singapore	17 May 1971	Hong Kong	1 Jun 1971
MV *Jeparit*	Sydney	11 Mar 1967	Sydney	21 Apr 1967
(Naval Personnel only)	Sydney	28 Apr 1967	Sydney	2 Jun 1967
	Sydney	9 Jun 1967	Sydney	19 Jul 1967
	Sydney	27 Jul 1967	Sydney	4 Sep 1967
	Sydney	13 Sep 1967	Sydney	22 Oct 1967
	Sydney	30 Oct 1967	Sydney	9 Dec 1967
	Sydney	18 Dec 1967	Newcastle	27 Jan 1968
	Sydney	9 Feb 1968	Sydney	14 Mar 1968
	Sydney	23 Mar 1968	Sydney	1 May 1968
	Sydney	10 May 1968	Sydney	15 Jun 1968
	Sydney	21 Jun 1968	Sydney	28 Jul 1968
	Sydney	6 Aug 1968	Sydney	13 Sep 1968
	Sydney	22 Sep 1968	Sydney	28 Oct 1968
	Sydney	4 Nov 1968	Sydney	17 Dec 1968
	Sydney	28 Dec 1968	Sydney	5 Feb 1969
	Sydney	14 Mar 1969	Sydney	19 Apr 1969
	Sydney	24 Apr 1969	Sydney	29 May 1969
	Newcastle	9 Jun 1969	Sydney	10 Jul 1969
	Sydney	16 Jul 1969	Sydney	25 Aug 1969
	Sydney	7 Sep 1969	Sydney	13 Oct 1969
	Sydney	22 Oct 1969	Sydney	29 Nov 1969

HMAS *Jeparit*	Sydney	19 Dec 1969	Sydney	29 Jan 1970
	Darwin	16 Feb 1970	Sydney	21 Mar 1970
	Sydney	26 Mar 1970	Sydney	6 May 1970
	Sydney	16 May 1970	Sydney	28 Jun 1970
	Sydney	6 Jul 1970	Sydney	12 Aug 1970
	Sydney	18 Aug 1970	Sydney	23 Sep 1970
	Sydney	1 Oct 1970	Sydney	8 Nov 1970
	Sydney	15 Nov 1970	Sydney	23 Dec 1970
	Sydney	4 Jan 1971	Sydney	8 Feb 1971
	Sydney	16 Feb 1971	Sydney	26 Mar 1971
	Sydney	2 Apr 1971	Sydney	7 May 1971
	Sydney	13 May 1971	Sydney	26 Jun 1971
	Townsville	7 Jul 1971	Townsville	8 Aug 1971
HMAS Melbourne (1)	Subic Bay	31 May 1965	Sydney	22 Jun 1965
	Singapore	25 Apr 1966	Hong Kong	6 May 1966
	Manila	25 May 1966	Penang	9 Jun 1966
HMAS Parramatta	Tawau	25 May 1965	Singapore	14 Jun 1965
	Singapore	3 Apr 1968	Singapore	17 Apr 1968
	Bangkok	15 May 1971	Subic Bay	24 May 1971
HMAS Queenborough	Hong Kong	27 Jan 1963	Singapore	6 Feb 1963
HMAS Quiberon	Hong Kong	27 Feb 1963	Singapore	6 Feb 1963
HMAS Stuart	Sydney	16 May 1967	Darwin	8 Jun 1967
	Singapore	25 Jan 1968	Singapore	5 Feb 1968
HMAS Swan	Singapore	4 Oct 1971	Manila	14 Oct 1971
	Singapore	6 Dec 1971	Subic Bay	11 Dec 1971
Ship	**Last Port**	**Date**	**First Port**	**Date**

HMAS Sydney	Sydney	27 May 1965	Fremantle	26 Jun 1965
	Sydney	14 Sep 1965	Sydney	20 Oct 1965
	Sydney	22 Apr 1966	Sydney	18 May 1966
	Sydney	25 May 1966	Hong Kong	11 Jun 1966
	Sydney	8 Apr 1967	Singapore	22 Apr 1967
	Singapore	28 Apr 1967	Sydney	12 May 1967
	Sydney	19 May 1967	Brisbane	14 Jun 1967
	Fremantle	20 Dec 1967	Fremantle	3 Jan 1968
	Sydney	17 Jan 1968	Sydney	16 Feb 1968
	Sydney	27 Mar 1968	Sydney	26 Apr 1968
	Sydney	21 May 1968	Brisbane	13 Jun 1968
	Fremantle	13 Nov 1968	Fremantle	28 Nov 1968
	Fremantle	8 Feb 1969	Townsville	25 Feb 1969
	Townsville	8 May 1969	Brisbane	30 May1969
	Brisbane	17 Nov 1969	Fremantle	5 Dec 1969
	Sydney	16 Feb 1970	Fremantle	5 Mar 1970
	Fremantle	21 Oct 1970	Brisbane	12 Nov 1970
	Port Adelaide	15 Feb 1971	Fremantle	4 Mar 1971
	Port Adelaide	26 Mar 1971	Hong Kong	8 Apr 1971
			Townsville	
HMAS Torrens	Manila	16 Feb 1972	Hong Kong	3 Mar 1972
HMAS Vampire (2)	Subic Bay	31 May 1965	Sydney	22 Jun 1965
	Manus Island	27 Apr 1966	Hong Kong	9 May 1966
	Manus Island	13 Apr 1967	Singapore	22 Apr 1967
	Singapore	28 Apr 1967	Singapore	5 May 1967
	Singapore	14 May 1969	Manila	25 May 1969
HMAS Vendetta (3)	Manus Island	20 Sep 1965	Hong Kong	3 Oct 1965
	Sydney	25 May 1966	Hong Kong	11 Jun 1966
HMAS *Yarra* (2)	Singapore	25 Apr 1966	Hong Kong	9 May 1966
	Manila	26 May 1966	Penang	9 Jun 1966
	Singapore	22 Dec 1967	Singapore	1 Jan 1968
	Singapore	22 Feb 1970	Singapore	1 Mar 1970

1) HMAS *Melbourne* (an aircraft carrier) escorted HMAS *Sydney* to within Vietnam waters but not into port, then detached for other duties.

2) HMA Ships *Vampire* and *Yarra* were additional escorts which, along with HMAS *Melbourne*, entered Vietnam waters but not port.

3) HMAS *Vendetta* was allotted for service under the *Repatriation (Special Overseas Service) Act* in Vietnam waters for the period 2 October 1969 to 26 March 1970.

Annex H - Units assigned for service in North-East Thailand (including Ubon) between 31 May 1962 and 24 June 1965 inclusive

The following units were deemed to have been assigned for service between the above dates and their personnel therefore eligible for entitlements under the VEA:

- Detachment, 2 Field Troop, Royal Australian Engineers serving on OPERATION CROWN or OPERATION POST CROWN
- Detachment, 16 Commonwealth Field Ambulance serving on OPERATION CROWN
- Detachment, 208 Signal Squadron serving on OPERATION CROWN
- No. 79 Squadron RAAF
- Detachment, No. 5 Airfield Construction Squadron RAAF
- Base Squadron Ubon RAAF

The determination dated 28 December 2000 took effect on 1 January 2001.

Annex I - Post 1998 Deployments

Rwanda - Operation Tamar - 25 July 1994 to 16 January 1996 (warlike service).

Bougainville - Operation Bel Isi (truce monitoring) - 20 November 1997 to 26 August 2003 (non-warlike service).

Yugoslavia - Operation Agricola - 25 February 1999 to 10 June 1999 (non-warlike service).

Kosovo - Operation Allied Force - 15 April 1999 to 3 June 1999 (non-warlike service.

Kosovo - Operation Joint Guardian -11 June 1999 and ongoing (non-warlike service.

East Timor - Operation Spitfire - 6 September 1999 to 19 September 1999 (non-warlike service).

East Timor - Operation Tanager - 20 February 2000 to 19 May 2002 (warlike service).

East Timor - Operation Warden - 16 September 1999 to 10 April 2000 (warlike service).

East Timor - Operation Citadel - 20 May 2002 to 17 August 2003 (warlike service).

East Timor - Operation Citadel - 18 August 2003 and ongoing (non-warlike service).

East Timor - Operation Spire - 20 May 2004 to 30 June 2004 (ongoing but after this date covered by MRCA) (non-warlike service).

Ethiopia and Eritrea - Operation Pomelo - 15 January 2001 and ongoing (non-warlike service).

Sierra Leone - Operation Husky - 15 January 2001 to 28 February 2002 (warlike service).

Iraq/Kuwait - Operation Pollard - 17 February 1998 to 1 October 2001 (non-warlike service).

Persian Gulf - Operation Damask - 18 March 1999 to 19 October 2001 (non-warlike service). (**Note:** From 1 April 1996 to 17 March 1999, Op Damask was hazardous service).

Iraq/Kuwait - Operation Bolton - 13 May 1999 to 12 January 2003 (non-warlike service). (**Note:** From 31 August 1992 to 12 January 2003, Op Bolton within the geographic boundary of Iraq was warlike service).

Iraq/Kuwait - Operation Southern Watch - 23 September 1999 to 12 Jan 2003 (non-warlike service). (**Note:** From 31 August 1992 to 12 January 2003, Op Southern Watch within the geographic boundary of Iraq was warlike service).

Iraq - Operation Falconer - 18 March 2003 to 22 July 2003 (warlike service).

Iraq - Operation Catalyst - 16 July 2003 to 31 July 2009 (warlike service).

War on Terrorism - Operation Slipper - 11 October 2001 and ongoing (warlike service).

Afghanistan - Operation Palate - 18 April 2003 and ongoing (warlike service). (**Note:** Since the return to Australia of the deployed ADF members, one ADF liaison officer position remains with UNAMA on warlike service.)

Israel - Operation Paladin - 21 April 2003 and ongoing (non-warlike service).

Solomon Islands - Operation Plumbob - 8 June 2000 to 24 June 2000 (non-warlike service).

Solomon Islands - Operation Trek - 4 November 2000 and ongoing (non-warlike service.

Solomon Islands - Operation Anode - 24 July 2003 and ongoing (non-warlike service for ADF).

Annex J - Declarations of Peacekeeping Service under the Veterans' Entitlements Act 1986

Item	Description of Peacekeeping Force	Initial date as a Peacekeeping Force
1	Security Council Commission of investigation on the Balkans	29 January 1947
2	Committee of Good Offices	25 August 1947
3	United Nations Special Commission on the Balkans	26 November 1947
4	United Nations Commission on Korea	1 January 1949
5	United Nations Military Observer Group in India and Pakistan	1 January 1949
6	United Nations Commission for Indonesia	28 January 1949
7	United Nations Truce Supervision Organisation (M.E.)	1 June 1956
8	United Nations Operations in the Congo	1 August 1960
9	United Nations Yemen Observation Mission	1 January 1963
10	United Nations Force in Cyprus	14 May 1964
11	United Nations India-Pakistan Observation Mission	20 September 1965
12	United Nations Disengagement Observer Force (M.E.)	1 January 1974
13	United Nations Emergency Force Two (M.E.)	1 July 1976
14	United Nations Interim Force in Lebanon	23 March 1978
15	Commonwealth Monitoring Force in Zimbabwe	24 December 1979
16	Sinai Multinational Force and Observers established by the Protocol between the Arab Republic of Egypt and the State of Israel dated 3 August 1981	18 February 1982
17	United Nations Iran/Iraq Military Observer Group	11 August 1988
18	United Nations Border Relief Operation in Cambodia	1 February 1989
19	United Nations Transition Assistance Group Namibia	18 February 1989
20	United Nations Mission for the Referendum in Western Sahara (Mission des Nations Unies pour un Referendum au Sahara Occidental)	27 June 1991
21	The Australian Police Contingent of the United Nations Transitional Authority in Cambodia	18 May 1992
22	The Australian Police Contingent of the United Nations Operation in Mozambique	27 March 1994
23	Australian Defence Force Support to a Pacific Peacekeeping Force for a Bougainville Peace Conference	21 September 1994
24	The Australian Police Contingent of the Multi National Force in Haiti	10 October 1994
25	The Australian Police Contingent of UNMISET in East Timor	20 May 2002
26	The Australian Police Contingent of RAMSI in the Solomon Islands	24 July 2003

Annex K - Declarations of Hazardous Service under Veterans' Entitlements Act 1986

The following is a list of the Declarations of Hazardous Service under the Veterans' Entitlements Act 1986.

Iran-Iraq—service in the waters of Gulf of Iran and the Gulf of Oman West of line joining Rass-El-Hadd and the southern end of the Iran-Pakistan border, and the countries littoral to those waters, to a maximum distance inland of 50 km from the high water mark between 17 November 1986 and 28 February 1989.

Gulf War—transit from last port of call in Australia to the operational area from and including 2 August 1990 to and including 9 June 1991.

Gulf War—transit from last port of deployment to the operational area from and including 2 August 1990 to and including 9 June 1991.

Gulf War—in Iraq and Turkey—service from 22 October 1991 with allied forces providing humanitarian aid to Kurdish refugees in Iraq and in the area of Turkey south of latitude 38º North. Service commencing on the day of arrival in the area specified and ending on the day of departure from the specified area.

Gulf War—service in the former operational area after cessation of the period of operational service from 8 June 1991.

Iraq—service with UN Special Commission for the destruction of Weapons of Mass Destruction in Iraq, whilst in Iraq. Service commencing on the day of arrival and ending on the day of departure.

Afghanistan—service with the United Nations Office for Co-ordinating Assistance to Afghanistan (UNOCA) or the United Nations Mine Clearance Training Team (UNMCTT) in Afghanistan from 8 June 1991.

Cambodia—service in the area comprising Cambodia and the areas in Laos and Thailand that are not more than 50 kilometres from the border with Cambodia on or after 8 October 1993.

Mozambique—service as part of United Nations humanitarian operations while in the area comprising Mozambique on or after 12 July 1994.

Haiti—service while in the area comprising Haiti, as part of the United States of America led Multi-national force operating in that area on or after 17 September 1994.

Yugoslavia—service of members of the ADF while on exchange with forces of other countries from 24 January 1997.

Arabian Gulf, Gulf of Oman and Northern Arabian Sea—service in Multinational Maritime Interception Force from 1 April 1999 to 17 March 1999—Op Damask.

Annex L - Historical Navy, Army and RAAF Medical Classifications

Army Medical Classifications—World War I

The following is a list of the medical classifications of members of the AIF, which appear in the medical history and other service documents, particularly those of AIF Depots in the United Kingdom:

A1 Fit for Active Service

A2 Fit for Active Service when fully trained

A3Fit for overseas training camp, to which transferred for hardening, prior to re-joining unit overseas

A4 Fit for Active Service when of age (military)

B1A1 Fit for light duty only - 4 weeks

B1A2 Fit for overseas training camp in three to four weeks

B1A3 Fit for overseas training camp in two to three weeks

B1A4 Fit for overseas training camp when passed dentally fit

B1B, B2B or B1A1 'Observation'

B2B Unfit for overseas training camp six months, and temporarily unfit for Home Service

C1 Fit for Home Service only

C2 Unfit for Overseas Temporarily unfit for Home Service

C3 Permanently Unfit for service

Note: Practically all those coming under the classification of B2B, C2 and C3 were sent back to Australia.

Army Medical Classifications—World War II

Up to 7 August 1942, the medical classification of recruits was as follows:

Class 1 Fit for active service with field formations

Class 11A Fit for specified duties in any unit in which the particular disability was no bar

Class 11B Fit for any duty other than with field formations

Class 111 Labour Units, CMF Temporarily Unfit; Unfit

By amendment (A287 of 7842) to the publication 'Instructions for the Medical Examination of Recruits' (3091941), issued by the Military Board, the following medical classifications of recruits were adopted:

A1 Medically fit for all active service duties

A2 Medically fit for active service for which the particular disability is not a bar

B1 Medically fit for active service, except with field formation

B2 Medically fit for sedentary duties only

B3 Fit for service in labour units only

C Temporarily unfit

D Permanently unfit for military service

The above was cancelled by A546, of 13111942, and replaced by:

A1 Medically fit for all duties

A2Medically fit for all duties for which the particular disability is not a bar

Medically fit to carry out certain duties which require only restricted medical fitness. These duties will be shown in war establishments

C Temporarily medically unfit

D Medically unfit for military service

Royal Australian Naval Medical Classifications - World War II

(Navy Order 412/1942 {which cancelled No 103/1941})

Naval personnel who have been the subject of medical survey, or who have undergone or are undergoing a period of medical treatment were, for drafting purposes to be placed in one of the following categories:

Medically fit for draft anywhere

(B) Medically fit for draft to a ship of establishment where a medical officer is borne

(C) Under medical treatment, unfit for draft or duty anywhere (Anticipated period to be stated)

(D) Medically unfit for sea service temporarily, but fit for duty in a shore establishment (Anticipated period to be stated)

(E) Medically unfit for sea service permanently but fit for duty in a shore establishment as a result of survey

(X) Permanently unfit for sea service or for service in a shore establishment or depot ship north of Brisbane or Fremantle on the recommendation of a Board of Medical Survey

(Y) Temporarily unfit for sea service or for service in a shore establishment or depot ship north of Brisbane or Fremantle (Anticipated period to be stated)

(M) Temporarily medically unfit for appointment or draft to a potentially malarious area

In all signals and correspondence referring to these cases, the letters indicated above follow the name of the individual concerned.

Categories (D) and (E): Personnel in these categories were temporarily or permanently unfit for service in sea-going ships. They were fit for duty in all shore establishments, whether in the tropics or not, and were also fit for duty in harbour craft unless specifically stated to be unfit for this duty.

Categories (X) and (Y): Personnel in these categories were permanently or temporarily unfit for service in sea-going ships or shore establishments and depot ships north of Brisbane and Fremantle. They were fit for duty in shore establishments south of and including Brisbane and Fremantle, or in harbour craft in the same area unless specifically stated to be unfit for such duty.

The term 'Harbourcraft' did not cover local defence vessels that kept at sea for any appreciable time.

Invaliding categories were:

PUNS - Physically unfit for naval service

BNPS - Below naval physical standard

Royal Australian Air Force Medical Classification, World War II

The letter 'A' represents fitness for air duties, and the letter 'B' fitness for ground duties. Numerals qualifying fitness for air duties were added as requisites after the letter 'A' as follows:

1 Full duties as pilot

2 Limited flying

3 Combatant passenger (piloting excepted), such as wireless, air gunner or observer

4 Non-combat passenger

Letters were subsequently added after both 'A' and 'B' for the purpose of indicating limitations of fitness as follows:

H Home service only

T Temporarily unfit

B Permanently unfit

Hence:

A1B Fit full flying duties as pilot and fit ground duties

A2B Fit limited flying duties and fit full duties on ground

Limitations vary for various reasons and the reason is always indicated. Thus a pilot might be classified:

A2B Non-operational flying

A2B Limited flights, one hour daily

A2B Limited to flights of 10,000 feet and so on

A3B Fit air gunner and air observer and fit ground duties

A man over 72 inches tall or over 175 pounds cannot be assessed fit air gunner. Therefore, you will sometimes come across 'A3B' (AO only), that is, air observer only:

A1b-A3B Fit both pilot and air gunner and observer

A4B Fit ground duties and fit to fly as non-combatant passenger. An assessment used mostly for A and SD officers

A1hBh Fit fly as pilot in Australia only and fit ground duties in Australia only

A3HBh Fit air gunner or observer in Australia only and fit ground duties in

Australia only

AtBt Temporarily unfit for all duties

AtB Unfit flying duties temporarily but fit ground duties

ApB Unfit flying permanently but fit ground duties

ApBp Permanently unfit all duties

ARMY PULHEEMS SYSTEM OF MEDICAL CLASSIFICATION

Note: The following is the text of an Army Instruction in relation to the PULHEEMS medical classification system.

These instructions are intended as a guide to non-medical officers on the method used to determine and record a PULHEEMS assessment, and an explanation of the use of PULHEEMS employment standards. The instructions are applicable solely to the AMF and apply to all ranks serving in the PMF (including Army Reservists) and CMF. Although they are worded to apply to males, the provisions are, except where stated to the contrary, equally applicable to female members.

The PULHEEMS system of medical classification is designed to:

a) provide a functional assessment of a member's capacity for work;

b) assist in expressing the physical and mental attributes appropriate to individual trades and employment;

c) assist in the economy of manpower by posting members to the employment for which they are most suited in the light of their physical intellectual and emotional make-up; and

d) provide a system which is administratively simple to apply in both peace and war.

The allocation of a PULHEEMS classification is a medical responsibility. The assessment is considered and recorded under the following qualities:

a) ***Physical Capacity (P)***: a member's general physical characteristics and his potential capacity to develop physical stamina with training;

b) ***Upper Limbs (U)***: the functional use of the hands, arms, shoulders, upper spine and, in general, the member's ability to handle weapons Disabilities of the upper limbs which also affect general physical capacity may also affect the assessment under (P);

c) ***Locomotion (L)***: a member's ability to march Disabilities affecting marching ability which also affect general physical capacity, may also affect the assessment under (P);

d) ***Hearing (H)***: the hearing acuity. Diseases of the ears are assessed under the (P) quality;

e) ***Eyesight (EE)***: the visual acuity in the right and left eyes. Diseases of the eyes are assessed under the (P) quality;

f) ***Mental Capacity (M)***: a member's ability to learn army duties Assessment under this quality is based on:

   1) the impression given on personal interview with particular regard to alertness and the ability to apply inherent intelligence;

   2) record of school and occupational progress;

   3) selection tests results, particularly those most closely concerned with the measurement of intelligence itself and of acquired ability.

g) ***Stability (S)*** - emotional stability.

Degrees of Assessment

a) ***Physical Capacity (P)*** - assessed within degrees 0-8 In this quality, degrees 1, 2 and 3 signify fitness for unrestricted service; degrees 4, 5

and 6, which are equivalents of 1, 2 and 3, restrict a member to service in a temperate climate; degree 7 restricts a member to non tropical pars of Australia; degree 8 signifies 'Permanently Unfit for Service', while degree 0 indicates 'Temporarily Unfit'

b) ***Upper Limbs (U) and Locomotion (L)*** - assessed within degrees 1,2, 3, 7 and 8

c) ***Hearing (H)*** -assessed within degrees 2, 3, 7 and 8

d) ***Eyesight (EE)*** - visual acuity (ie ability to see) in both eyes is recorded in certain ratios, i.e. 6/6, 6/9, 6/12, 6/24 etc. They show a member's visual acuity without the aid of glasses Normal vision is expressed as 6/6 which means that the member can read at 6 metres, what is regarded as being normal for him to read at 6 metres 6/24 vision means that the member can read at 6 metres what could normally be read at 24 metres In recording a PULHEEMS assessment, these ratios are expressed in degrees of 1-8 as follows:

6/6 of better	= 1
6/9	= 2
6/12	= 3
6/18	= 4
6/24	= 5
6/36	= 6
6/60	= 7
less than 6/60	= 8

Visual acuity for the right eye is recorded under the first E and the left eye under the second E. The degree of unaided vision is recorded immediately below the letter symbol and the degree of aided vision, where applicable, is shown under the degree of unaided vision. Thus, a member whose visual acuity is unaided right eye 6/12, left eye 6/18 and whose aided right eye is 6/6, left eye 6/9, will be recorded as:

E	E
3	4
1	2

A member whose unaided vision in both eyes is 6/6 will be recorded as:

E	E
1	1

e) ***Mental Capacity (M)*** - assessed within degrees 2, 3, 7 and 8

f) ***Stability (S)*** - assessed within degrees 2, 3, 6, 7 and 8. An assessment of degree 6 restricts a member to service in a non-tropical climate.

Use of degrees 8 and 0 under any quality except EE

When it is considered that a candidate for entry into the Army is unfit for any form of Army service or a member is unfit for further service and should be invalided immediately, he is assessed as degree 8 under the appropriate quality.

When a medical board finds that a member is unfit for duty and is to remain under medical care, but should not be transitioned medically unfit immediately, he is assessed as degree 0 under the appropriate quality.

Method used to record remediable defects

If a member has a condition which may be remedied by surgery and/or treatment but he remains on duty because admission to hospital is postponed or not indicated he is to be assessed on his present capacity. The degree recorded under the affected quality is to be not less than 7 and is to be followed by the letter R. In such cases the operation and/or treatment should be judged as giving a reasonable promise of success within three months.

When a member is admitted to hospital, he will appear before a medical board after 8 weeks absence from duty due to illness. When a member appears before a medical board before he is transitioned from hospital he is to be assessed on the lines given in the **PULHEEMS** Medical Pamphlet.

When a member is on transition from hospital is fit to return to duty, but not full duty, and cannot be assessed under the original degree in qualities P, U, L or S, he is to be assessed under his present capacity and provided he is likely to show improvement within a reasonable time the letter R is to be inserted immediately after the degree affected. An appropriate note is to be added in the lower half of the medical box indicating the period for which R is applicable.

Effect of loss of sight in one eye

Applicants who have lost sight in one eye are not normally accepted for service, except under special circumstances where the persons have special professional, technical or other qualifications that they can perform adequately in the Army. Such cases are referred to AHQ (DMS) for decision as to acceptance and appropriate grading.

The loss of sight in one eye does not preclude members from further service provided their sight in the remaining eye, physical capacity and stability (PES) are up to the minimum level for retention.

Assessment for loss of sight in one eye under the EE qualities is recorded in the following way:

a) where one eye has been removed E 8

b) where vision in one eye is lost E 8

Effect of loss of a Limb

Applicants who have a limb amputation are not normally accepted for service, except under special circumstances where the persons have special professional, technical or other qualifications which they can perform adequately in the Army. Such cases are referred to AHQ (DMS) for decision as to acceptance, appropriate grading and recommendation for employment.

Special Appliances

Whenever a member is required to wear a special surgical or medical appliance (excluding spectacles, artificial eyes and artificial dentures), the assessment under

the quality affected is marked with an asterisk and an entry made in the AF Med Series of forms. This entry is made by the president of the medical board authorising the use of the special appliance and is the authority for issue of the appliance.

PULHEEMS - employment standards

Since the standards on which a PULHEEMS assessment are based are constant throughout the Army, except for the women's corps which has a lower standard in P, U and L, and since the functions of the corps vary, it would be uneconomical in manpower to require the same minimum PULHEEMS assessment for combatant and communication zone duties.

To simplify the application of the system, the PULHEEMS assessment acceptable to each corps for each zone of operations have been grouped and are expressed in a letter code known as a ***PULHEEMS EMPLOYMENT STANDARD (PES).*** The interpretation of this code is given below:

a) ***FE (forward everywhere)*** - Employment at full duties (in any area) in any part of the world in any zone of operations.

b) ***FNT (forward non-tropical)*** - Employable at full duties in any area in temperate climates only in any zone of operations.

c) ***CZE (communication zone everywhere)*** - (Normally employed in communication everywhere) zone in any part of the world but may be employed in a combat zone in any role that is not primarily a fighting one.

d) ***CZNT (communication zone non-tropical)***—Normally employed in the communication non-tropical) zone or areas in non-tropical climates only but may be employed in a non-tropical combat zone in any role which is not primarily a fighting one (The tropical regions are defined in Section 11, paragraph 3).

e) ***BE (base everywhere)***—Employable in the base area only in any part of the world.

f) ***BNT (base non-tropical)***—Employable in the base area only in non-tropical climate.

g) ***HO (home only)***—Employable in urban areas of Australian only.

h) ***TMU (temporarily medically unfit)***—To be used when a member is found by any medical board to be temporarily medically unfit for service.

i) ***MU (Tent) (tentatively unfit)***—To be used:

   1) by a re-classification medical board when it considers that a member is medically unfit for further service (Note: a re-classification medical board is not empowered to classify a member as MU);

   2) by a final medical board when it is of the opinion that a member requires further treatment.

j) ***MU (medially unfit for further service)***—To be used by a final medical board.

Method of calculating

Officers

PULHEEMS employment standards for officers are not linked to specific employment in any area, as an officer must normally be capable of carrying out any duty of his corps in any area in which he is fit to serve.

Male and other ranks

The PULHEEMS employment standards for male, other ranks, are linked to specific trades and employments for each arm.

Other ranks of the women's corps

In the women's corps the PULHEEMS employment standards are linked, in all areas, to specific trades and employments.

Members assessed 0

When a member is assessed 0 and P, U, L or S, the PES is to be expressed as TMU (Temporarily medically unfit). The period and the assessment is to be shown in brackets, i.e. TMU (PO + 3/12).

Annex M - Service Abbreviations

A

AA	Anti-Aircraft
AA	Army Act
AAF	Australian Army Form
AAMC	Australian Medical Corps
AAMWS	Australian Army Medical Women's Service
AANS	Australian Army Nursing Service
AAOC	Australian Army Ordinance Corps
AAPC	Australian Army Pay Corps
AASC	Australian Army Service Corps
AAT	War Pensions Assessment Appeals Tribunal (Defunct)
AATTV	Australian Army Training Team Vietnam
AB	Apex Beat or Able Seaman
AC(A)	Assistant Commissioner (Appeals) (Defunct)
ACD	Australian Convalescent Depot
ADC	Assistant Deputy Commissioner
ADMS	Assistant Director Medical Services
ADS	Advanced Dressing Station
AFC	Australian Flying Corps (1914 War)
AFH1	Australian Field Hospital (First)
AFPD	Application for Pensionable Degree
AFSR	Application for Special Rate
AFU	Advanced Flying Unit
AGH	Australian General Hospital
AGX	Act of Grace—1939 War
AIF	Australian Imperial Forces
Alb +/-	Albumen present/absent
AJ +/-	Ankle Jerks present/absent
AJ ++	Ankle Jerks increased
AJ +++	Ankle Jerks markedly increased
AMD	Army Medical Directorate
AME	Aero Medical Evacuation Squadron (RAAF)
AMES	Aero Medical Evacuation Squadron (USAF)
AMF	Australian Military Forces
AMR&O	Australian Military Regulations and Orders

AMS	Adequate means of support
ANGAU	Australian New Guinea Administrative Unit
ANMEF	Australian Naval and Military Expeditionary Force, New Guinea
ANZAC	Australia and New Zealand Army Corps
ANZUK	Australia, New Zealand and United Kingdom
AOiC	Assistant Officer-in-Charge
ARL	Annual Recreation Leave
Art	Arteries
ARVN	Army of the Republic of Vietnam
A&SD	Administrative and Special Duties—RAAF (normally ground staff)
AS(A)	Assistant Secretary (Appeals)
ASH	Australian Special Hospital
AV MED	Aviation Medicine (RAAF)
ASH	Australian Special Hospital
AV MED	Aviation Medicine (RAAF)
AWAS	Australian Women's Army Service
AWL	Absent Without Leave
AWOL	Absent Without Leave (Army and RAAF)

B

Ba	Barium
BAGS	Bombing and Gunnery School (RAAF)
BCOF	British Commonwealth Occupation Forces
Board	Repatriation Board for a State
BO	Branch Office
BP	Blood pressure
BP 140/90	BP Systolic 140 millimetres Mercury & Diastolic 90mm Mercury
BPX	British pension—1939 War
BS	Breath Sounds
B&T	In Boots and Trousers
BMH	British Military Hospital
BPX	British pension—1939 War
BMH	British Military Hospital
BTM	Benign Tertian Malaria
BU	Bring up

BW	Bullet (or Bomb) Wound

C

Ca	Carcinoma
CAN	Canada
CARO	Central Army Records Office
CB	Confined to Barracks (punishment)
CCOM	Chronic Catarrhal Otitis Media
CCP	Casualty Collecting Post
CCS	Casualty Clearing Station (medical)
CDMS	Chief Director, Medical Services
CDS	Camp Dressing Station (medical)
CFTS	Continuous Full Time Service
CH	Camp Hospital
C_2H_{60} or C_2H_5OH	Alcohol
CiC	Clerk-in-Charge
CMF	Citizens Military Forces
CMO	Commonwealth Medical Officer
CMR	Central Medical Records (Service Documents)
CO	Central Office, Veterans' Affairs
CO	Complains of
CO	Commanding Officer (Army and Air Force)
CPO	Command Pay Office (Army)
Creps	Crepitations
CSF	Cerebrospinal Fluid
CSS	Cerebrospinal Syphilis
CZ	Combat Zone
C&V off	Coat and Vest off

D

DA	Domestic Allowance
DAH	Disorderly Action of the Heart
DAPU	Transitioned as Permanently Unfit
D&R	Diagnosis and Report
D or BC	Defaulter or Bestial Conduct (referred to on some 1914 War Attestation Papers)
DCM	District Court Martial (a Military Court)

DCM	Distinguished Conduct Medal (an award for gallantry)
DCDMS	Deputy Chief Director, Medical Services
DCP	Deputy Commissioner of Pensions, London
Del	Delegate of the Repatriation Commission
Div 10	Division 10
DMO	Departmental Medical Officer
DMS	Director, Medical Services
DMU	Transitioned Medically Unfit
DMZ	Demilitarised Zone
DRCA	Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988
DRO	District Records Office (or Officer)
DR&Q	Discipline Rations and Quarters
DSO	Distinguished Service Order
DWS	Due to War Service

E

EA	Education Allowance
EAT	War Pension Entitlement Appeal Tribunal (Defunct)
EATS	Empire Air Training Scheme
ECG	Electro-cardiogram
ECT	Electro-convulsive Therapy
ED	Embarkation Depot (RAAF)
EEG	Electro-encephalogram
EFTS	Elementary Flying Training School (RAAF)
EMS	Emergency Medical Services
ENT	Ear, Nose and Throat
ETA	Evacuate to Australia
ETM	Evacuate to Mainland

F

FDS	Field Dressing Station
FESR	Far East Strategic Reserve
FGCM	Field General Court Martial (a Military Court)
Field	(eg. in the field) - indicates that at the time the soldier was not in hospital, GDD, LTD etc
FMB	Final Medical Board
FND	Flinders Naval Depot

FP	Field Punishment
FSU	Field Surgical Unit
FTD	Full Time Duty
G	
GA	General Anaesthetic
GD	General Duties - RAAF (normally air-crew)
GDD	General Details Depot (base area)
GIT	Gastrointestinal
GOA	General Orders Accounts
GOE	General Orders Entitlement
GOGA	General Orders General Assistance
Gon	Gonorrhoea (VD 20)
GOP	General Orders Pensions
GOR	General Orders Registry
GOT	General Orders Treatment
GRES	General Reserves
GSW	Gun Shot Wound
H	
HKK	Hong Kong 1939 War
I	
ICT	Infected Subcutaneous Tissue (Army)
IFBA	Interim Forces Benefits Act
IMI	Instructions for Medical Institutions
IP	In-patient
I&R	Investigation and Report
IR	Intermediate Rate
IVP	Intravenous Pyelogram
K	
KIA	Killed in Action
KJs +/-	Knee Jerks present or absent
KJs ++	Knee Jerks increased
KJs +++	Knee Jerks markedly increased
KLB	Klebs Loeffler bacilli (Diphtheria)
L	
LA	Living apart

LA	Living Allowance
L&A	Light and Accommodation
LC	Life Certificate
LDH	Lady Davidson Hospital, Turramurra, New South Wales
LDO	Local Dental Officer
LF	Letter Form
LO	Liaison Officer
LOE	Loss of Earnings Allowance
L of C	Lines of Communication (base area)
LTD	Leave and Transit Depot
Lues	Syphilis, leutic syphilitic
LWOP	Leave Without Pay
LWP	Leave With Pay

M

MAETU	Medical Air Evacuation Transport Unit
MACV	Military Assistance Command Vietnam
MAL	Malaya
MASH	Mobile Army Surgical Hospital
MCS	Medical Clearing Station
MEDCAP	Medical Civic Action Program
MD	Military District
1 MD	Queensland
2 MD	New South Wales
3 MD	Victoria
4 MD	South Australia
5 MD	Western Australia
6 MD	Tasmania
7 MD	Northern Territory
8 MD	New Guinea
MDS	Main Dressing Station
ME	Middle East
MEDEVAC	Medical Evacuation
MF	Medical Form
MI	March In (to a unit, GDD, LTD, etc)
MIA	Missing in Action
MID	Mentioned in Dispatches (award)

MLO	Medical Liaison Officer
MO	Marched Out (from a unit, GDD, LTD, etc)
MO	Medical Officer
MOSU	Medical Operational Support Unit (RAAF)
MRU	Medical Rehabilitation Unit
MS	Medical Superintendent
MTM	Malignant Tertian Malaria
MU	Medically Unfit

N

NA	Not Applicable
NAD	Nothing Abnormality Detected or No Appreciable Disease
NB	New Britain
N/C	New Claim
N/D	New Disability
NDF	No Disability Found
NEI	Netherlands East Indies
NFD	Newfoundland
NG	New Guinea
NGAWWC	New Guinea Air Warning Wireless Company
NH	Naval Hospital
NHL	Non-Hodgkin's Lymphoma
NICA	Netherland Indies Civil Administration
NIE	No Incapacity Established
NIF	No Incapacity Found
NL	Nipple Line
NME	Non Military Employment
NOLD	No osseous lesion detected
NPD	Not of Pensionable Degree
NPI	Nil Pensionable Incapacity
NSR	Non Service-related
NSU	Non-specific urethritis
NVA	North Vietnam Army
NWTB	Non War Tuberculosis
NYD	Not yet Diagnosed
NZ	New Zealand 1914 War
NZR	New Zealand Regiment

NZX	New Zealand 1939 War
NZX	New Zealand 1939 War

O

OBU	Operational Base Unit (RAAF)
OCTU	Officer Cadet Training Unit
OE	On Examination
OE P/R	On Examination Per Rectum
OiC	Officer-in-Charge
OP	Out-patient
OPC	Out-patient Clinic
OPD	Out-patient Department
OTC	Officers Training Course
OTU	Operational Training Unit

P

PC	Pension Certificate
PCB	Procurement and Contracts Board
PD	Personnel Depot—RAAF (Similar to Army GDD)
PF	Pension Form
PM	Post Mortem
PMRAFNS	Princess Mary's Royal Air Force Nursing Service
PMRB	Permanent Medical Referee Board
PN	Percussion Note
PO	Petty Officer
POP	Plaster of Paris
POP	Paired Organs Policy
POW (E)	Prisoner-of-War (Europe)
POW (J)	Prisoner-of-War (Japan)
PR	Per rectum
PT +	Pulse Tension High
PTD	Part-Time Duty
PTE	Prior to Enlistment
PTE	Prior to Eligibility
Pte	Private
PU	Permanently Unemployable
PUGS	Permanently Unfit—General Service
PUHS	Permanently Unfit—Home Service

PUO	Pyrexia of Unknown Origin
Pupils =	Pupils equal
PV	Per Vagina
PWO	Pre-war Occupation

Q

QAINS	Queen Alexandra's Imperial Nursing Service (British)
QARANC	Queen Alexandra's Royal Army Nursing Service
QARNNS	Queen Alexandra's Royal Naval Nursing Service

R

RAA	Royal Australian Artillery
RAAC	Royal Australian Armoured Corps
RAAF	Royal Australian Air Force
RAAFNS	Royal Australian Air Force Nursing Service
RAAMC	Royal Australian Army Medical Corps
RAANC	Royal Australian Army Nursing Corps
RAASC	Royal Australian Army Service Corps
RAE	Royal Australian Engineers
RAEME	Royal Australian Electrical and Mechanical Engineers
RAF	Royal Air Force
RAInf	Royal Australian Infantry
RALAC	Repatriation Artificial Limb and Appliance Centre
RAN	Royal Australian Navy
RANNS	Royal Australian Navy Nursing Service
RANS	Royal Australian Nursing Service
RANVR	Royal Australian Navy Volunteer Reserve
RAP	Regimental Aid Post (Medical, Army)
RAPWI	Repatriation of Allied POWs and internees
RAR	Royal Australian Regiment
RBS	Right Border Sternum
RCAF	Royal Canadian Air Force
RCD	Right Cardiac Dullness
RD	Receiving Depot (RAAF)
R/E	Review of entitlement
Regs	Repatriation Regulations
RGH	Repatriation General Hospital
RMO	Regimental or Resident Medical Officer

RN	Royal Navy
RNZAF	Royal New Zealand Air Force
RNZNC	Royal New Zealand Nursing Corps
RRD	Recruit Reception Depot
RR & GDD	Recruit Reception and General Details Depot
RRT	Repatriation Review Tribunal
RTA	Returned to Australia
RTA	Recreation Transport Allowance
RTO	Rail Transport Officer
RTU	Returned to Unit
RVN	Republic of Vietnam (South)

S

SA	South Africa (1914 War)
SA	Supplementary Assistance
SAI	Standard Allowed Income
SAP	Standard Allotment Pension
SAS	Special Air Service
SAX	South Africa—1939 War
SCES	Soldiers' Children Education Scheme
SEAC	South East Asia Command
SFTS	Special Flying Training School
SMR 6/12	Blood Test
SOS	Struck Off Strength
SOS	Special Overseas Service
SPOA	Service Pension - Old Age
SPPU	Service Pension - Permanently Unemployable
SPTB	Service Pension - Pulmonary Tuberculosis
SR	Service related
SSQ	Station Sick Quarters (RAAF)
STS	Soft tissue sarcoma
SVN	South Vietnam
SWP	Seamen's War Pension
SWPA	South West Pacific Area
SWP&AA	Seamen's War Pension and Allowance Act

T

T&A	Tonsils and Adenoids

TB	Tuberculosis
TCDD	Tetra-chloro-dibenzo-paradoxin (Dioxin or Agent Orange)
TMB	Travelling Medical Board
TOS	Taken on Strength
TOW	Theatre of War
TPE	Termination of Period of Enlistment

U

URTI	Upper Respiratory Tract Infection
UTI	Urinary Tract Infection

V

VAD	Volunteer Aid Detachment
VC	Victoria Cross
VDC	Volunteer Defence Corps
VDH	Valvular Disease of the Heart
VDU	Visual Display Unit
VHC	Veterans' Home Care
VMO	Visiting Medical Officer
VR	Vocal Resonance

W

WAAAF	Women's Auxiliary Australian Air Force
WAG	Wireless Air Gunner
WAGS	Wireless Air Gunnery School
WO	Warrant Officer
WOAS	While on Active Service
WPAAT	War Pensions Assessment Appeal Tribunal (Defunct)
WPEAT	War Pensions Entitlement Appeal Tribunal (Defunct)
WRAAC	Women's Royal Australian Army Corps
WRAAF	Women's Royal Australian Air Force
WRANS	Women's Royal Australian Naval Service
WS	War Service

X

'X' List	(Transfer to or from) non-effective service (eg. hospital, detention, leave, etc.)

Symbols

□	Ticked (correct, present, checked)

□	Circumference
□	Therefore
□	Because of
□	Triangle
□	Dullness
>	Greater than
<	Less than
□	Angle

Annex N - Department of Veterans Affairs Abbreviations

A	
AAT	Administrative Appeals Tribunal
ACAT	Aged Care Assessment Team
A&CC	Aged and Community Care
AD	Accepted Disability
ADL	Activities of Daily Living; Aids to Daily Living
AE	Actual Earnings (MRCA)
AE	Ability to Earn (DRCA)
AFI	Application for Increase
AGR	Above General Rate
ATW	Ability to Work (VEA)
AWOTEFA	Average Weekly Ordinary Time Earnings for Full-time Adults (DRCA)
B	
BEST	Building Excellence in Support and Training
BCWD	Booked Car with Driver
BP	British Pension
BOP	Balance of Probabilities
C	
CA	Claims Assessor
CCPS	Compensation Claims Processing System (VEA)
CIA	Combined Impairment Assessment
CLIK	Consolidated Library of Information and Knowledge
CSHC	Commonwealth Seniors Health Card
D	
DC	Deputy Commissioner
DCP	Disability Compensation Payment
DDP	Dependants' Disability Pension
DFISA	Defence Force Income Support Allowance
DHA	Department of Health and Ageing
DMO	Departmental Medical Officer
DRCA	Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988
DSH	Defence Service Homes

DSHIS	Defence Service Homes Insurance Scheme
DSM IV	Diagnostic and Statistical Manual of Mental Disorders—4th edition
DSS	Department of Social Services
DVA	Department of Veterans' Affairs
E	
EDA	Extreme Disablement Adjustment
ESO	Ex-service Organisation
F	
FOI	Freedom of Information
FMW	Federal Minimum Wage
G	
GARP	Guide to the Assessment of Rates of Veterans' Pensions - used for VEA claims
GARP M	GARP Military: Guide to Determining Impairment and Compensation - used for MRCA PI claims
GPH	Greenslopes Private Hospital
H	
HACC	Home and Community Care
I	
ICD	International Classification of Diseases
IR	Intermediate Rate
IS	Income Support
ISP	Invalidity Service Pension
ISS	Income Support Supplement
L	
LDO	Local Dental Officer
LMO	Local Medical Officer
LOE	Loss of Earnings
LPR	Legal Personal Representative
LSRF	Lifestyle Rating Form
LSQ	Lifestyle Questionnaire
M	
MCE	Military Compensation Expert (MRCA system for

	investigating
	Initial Liability claims)
MCS	Military Compensation Scheme
MEPI	Medical Expenses Privately Incurred
MIA	Medical Impairment Assessment
MRCA	Military Rehabilitation and Compensation Act 2004
MRC(CTP)A	Military Rehabilitation and Compensation (Consequential and Transitional Provisions) Act 2004
MRCAETS	Military Rehabilitation and Compensation Act Education and Training Scheme
MRCC	Military Rehabilitation and Compensation Commission
MRCS	Military Rehabilitation and Compensation Scheme
MTAWE	Male Total Average Weekly Earnings (DRCA)
N	
NHRC	Nursing Home Resident Contribution
NE	Normal Earnings (MRCA)
NWE	Normal Weekly Earnings (DRCA)
NIF	No Incapacity Found
O	
OAWG	Officer of Australian War Graves
OH&S	Occupational Health and Safety
OT	Occupational Therapy
P	
PBS	Pharmaceutical Benefits Scheme
PCC	Pensioner Concession Card
PI	Permanent Impairment
PIR	Pensioner Initiated Review
PLS	Pensioner Loan Scheme
POI	Proof of Identity
PTEC	Personal Treatment Entitlement Card
PTSD	Post Traumatic Stress Disorder
R	
RA	Rental Assistance
RAP	Rehabilitation Appliances Program
RC	Repatriation Commission
RD	Rejected Disability

RGH	Repatriation General Hospital
RH	Reasonable Hypothesis
RMA	Repatriation Medical Authority
RPBS	Repatriation Pharmaceutical Benefits Scheme
RPPS	Repatriation Private Patient Scheme
RTA	Recreation Transport Allowance

S

SC	Superannuation Contribution (DRCA)
SDA	Specific Disability Allowance
SEA	Service Eligibility Assistant
SHOAMP	Study of Health Outcomes in Aircraft Maintenance Personnel
SMRC	Specialist Medical Review Council
SOP	Statement of Principles
SP	Service Pension
SR	Special Rate
SRCA	Safety, Rehabilitation and Compensation Act 1988
STEC	Specific Treatment Entitlement Card

T

TA	Travel Allowance
TFN	Tax File Number
TIA	Temporary Incapacity Allowance
TIP	Training and Information Program
TMS	Transition Management Service
TSR	Temporary Special Rate
TTI	Temporarily Totally Incapacitated
TPI	Totally and Permanently Incapacitated

V

VAFIS	Veterans' Affairs Financial Information Service
VAN	Veterans' Affairs Network
VAS	Vehicle Assistance Scheme
VCES	Veterans' Children Education Scheme
VEA	Veterans' Entitlements Act 1986
VHC	Veterans' Home Care
VITA	Veterans' Indemnity and Training Association Inc
VPAD	Veteran Practitioners' Activity Database

VQL	Veterans' Quality of Life
VRB	Veterans' Review Board
VSC	Veterans' Service Centre
VVCS	Veterans' and Veterans Families' Counselling Service
VVRS	Veterans' Vocational Rehabilitation Scheme
W	
WWP	War Widows'/ers' Pension