

Notice to the profession regarding

CTP Insurance Queensland legislative timeframes and limitation dates during the COVID-19 pandemic

8 May 2020

The Queensland Motor Accident Insurance Commissioner has encouraged a common sense approach to claims management generally by insurers and law firms in commencing, progressing and settling CTP claims during this challenging time.

The COVID-19 pandemic requires some level of flexibility by claimants and parties, practitioners and claims officers who are properly practising social distancing, in self-isolation or otherwise unable to comply with the usual pre-court procedural timeframes set out in the *Motor Accident Insurance Act 1994* (Qld) or the statutory time limits set out in the *Limitations of Actions Act 1974*.

In order to provide a level of assurance to parties during this time, the four CTP providers in Queensland - Allianz, QBE, RACQ Insurance, Suncorp, the Queensland Law Society the Queensland Law Society and the Australian Lawyers Alliance, Queensland Branch with the assistance of the Motor Accident Insurance Commission have agreed to the following accommodations, subject always, to the appropriate discretion of the Court in specific circumstances, until further notice:

1. Where a claim is lodged or submitted outside of the requisite timeframes due to matters related to the COVID-19 restrictions, that is, where they are lodged:
 - Outside of three months for claims to the Nominal Defendant; or
 - In any other cases, outside of the following dates, whichever is earlier:
 - nine months after the motor vehicle crash or, if symptoms of the injury are not immediately apparent, the first appearance of symptoms of the injury;
 - where a solicitor is managing the claim, within one month of the first consultation with the solicitor

Insurers and law firms will take a pragmatic approach to acceptance of such claims in each of these circumstances.

2. Similarly, where insurers are unable to respond within compliance timeframes, that practitioners will respond appropriately including by managing client expectations during a time when staffing, including of insurers and law firms, is likely be affected.
3. Finally, where the statutory limitation date is approaching and there are issues with the Plaintiff filing a Claim and Statement of Claim or bringing an application to the Court to protect or extend the limitation date as a result of an inability to progress the claim due to an unforeseen barrier outside of a claimant's or practitioner's control the parties will agree to protect the limitation period subject to a reservation of rights so as not to prejudice any defendants' ability to raise the limitation period as a defence to a claim in a pleading at a future date.
4. It is further acknowledged that in certain circumstances, only the Court can order an extension of the limitation period (eg. a non-compliant claim due to the claimant's inability to comply with s.37 MAIA). The parties agree, in these circumstances, where the claimant provides reasonable evidence, as part of an application, that the inability to progress the

claim was due to unforeseen barriers outside of a claimant's or practitioner's control, the insurer will not oppose an application to extend the limitation period subject to a reservation of rights so as not to prejudice any defendants' ability to raise the limitation period as a defence to a claim in a pleading at a future date.