

# Application for Approval of a Pre-injury Average Weekly Earnings (PIAWE) Agreement



State Insurance  
Regulatory Authority

Effective 1 March 2021

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## **Workers Compensation Act 1987 (1987 Act) Workers Compensation Regulation 2016 (2016 Regulation)**

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Use this form if you are a worker or employer, and you are seeking insurer approval as to the amount of a worker's pre-injury average weekly earnings (PIAWE).

PIAWE is used to calculate the amount of weekly compensation, where payable.

**Note:** an agreement between the worker and employer as to PIAWE only applies to workers with a date of injury **on or after 21 October 2019** and does not apply to exempt workers.

**See Clause 3, Schedule 3 of the 1987 Act**

A worker who is under a legal incapacity in accordance with Clause 8K of the 2016 Regulation is not able to enter into a PIAWE agreement.

**See Clause 8K(5) of the 2016 Regulation.**

PIAWE is generally the average of the gross weekly earnings over the 52-week period prior to the injury. The 52-week period may be adjusted where a worker:

- has been continuously employed with their employer for less than 52 weeks, in which case PIAWE is averaged over that shorter period
- had a financially material change to earnings resulting in an ongoing increase or decrease in earnings (earnings are considered from the date of the change)
- received no earnings from work for at least seven consecutive calendar days due to the taking of unpaid leave
- was employed for less than four weeks, in which case PIAWE may be calculated based on the weekly average of the earnings the worker could reasonably have expected to earn in that employment (if it were not for the injury) for the period of 52 weeks after the injury.

**See Clause 2 and Clause 4, Schedule 3 to the 1987 Act and Division 2 and Division 3, Part 4 of the 2016 Regulation.**

Compulsory employer superannuation contributions, payments made without obligation by the employer (for example, discretionary bonus payments), non-monetary benefits (while the worker still has the use of the benefit) and compensation payments for loss of earnings are not considered income.

**See Clause 6(2), Schedule 3 to the 1987 Act**

**Note:** There is a prescribed minimum PIAWE of \$155.00. There is a maximum weekly compensation amount that is payable which is adjusted on 1 April and 1 October each year (see the Workers compensation benefits guide for the latest figure).

### **Need help?**

If the worker or employer require the services of an interpreter, please ask the insurer to make the necessary arrangements.

If the worker requires help, they may contact the insurer, union, their legal representative or the Independent Review Office (IRO) on 13 94 76.

If the employer requires help, they may contact the insurer, State Insurance Regulatory Authority (SIRA) on 13 10 50 or their employer representative body.

### **Attachments**

Please supply and attach any information to support the PIAWE amount agreed as part of this application for agreement. This may include for example, a contract of employment or payslips, or any other information that the worker or the employer took into account.

**See Clauses 8J(3)(g) of the 2016 Regulation.**

If the worker has more than one employer at the time of injury, this may include the following information for all employment: payslips or payroll records, group certificates, contracts of employment, enterprise agreements or other information relied upon to reach this agreement.

Any attachments will form part of this agreement and the declaration and authorisation will include them.

## Section 1: Worker details

Given name(s)	Surname	
Date of birth (DD/MM/YYYY)	Claim number	Date of injury (DD/MM/YYYY)
Position title	Employed since (DD/MM/YYYY)	
Other employment at the time of injury?		
Yes	No	

## Section 2: Pre-injury employer details

(The employer representative making this agreement must have authority to enter into this agreement).

Organisation / Business trading name	
Contact name	Position
Telephone number	Email

## Section 3: Earning details

(Reflect employment arrangements at the date of the injury based on the earning period over the previous 52 week or shorter period. Payments made without obligation by the employer (for example, discretionary bonus payments), compulsory employer superannuation and compensation payments are excluded from weekly earnings).

### Earnings information

Hours per week	Earnings per week	Weekly earnings from secondary employment (if applicable)
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### Non-monetary benefits if retained at the time of injury (optional)

Please attach a separate page if required e.g. car, accommodation, education expenses, health insurance etc. Include salary sacrificed components here (e.g. child care, school fees, home phone costs etc)

Item	Value per week

Is the worker still in receipt of the non-monetary benefit/s?

Yes	No
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If no, please provide date/s when the worker was no longer entitled to the use of the benefit.

### Superannuation (optional)

Superannuation guarantee component (\$ per week)	Salary sacrificed component (\$ per week - if applicable)
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## Section 4: Summary of the agreed amounts

(Do not include the value of the non-monetary benefit in the total below if the worker continues to have use of the benefit).

For:

Given name(s)

Surname

Claim number

Earnings

+ Non-monetary benefits

= **Total agreed PIAWE** (\$ per week)

### Worker certification and details

I certify that the above agreed PIAWE amount is a reasonable estimate of what I earned as a weekly average during the relevant earning period. I understand that it is an offence to knowingly make false or misleading claims. I understand that I can withdraw my agreement at any time by giving notice in writing to the insurer and my employer. I also understand that upon receiving notice in writing of my withdrawal, the insurer will make a work capacity decision to calculate my PIAWE.

Name

Signature

Date of agreement (DD/MM/YYYY)

### Employer certification and details

I certify that I have authority on behalf of my employer (named in section 2 of this form) to enter into this agreement. I certify that the above agreed PIAWE amount is a reasonable estimate of what is payable as earnings or income to

(worker's name), as a weekly average prior to his/her injury. I understand that it is an offence to knowingly make false or misleading claims. I understand that I can withdraw my agreement at any time by giving notice in writing to the insurer and worker.

I also understand that upon receiving notice in writing of my withdrawal, the insurer will make a work capacity decision to calculate the worker's PIAWE.

Name

Position

Signature

Date of agreement (DD/MM/YYYY)

Once signed and agreed, no further agreements may be made (except where the value of a non-monetary benefit is determined at a later date).

A signed copy of this form should be retained by the worker and the employer.

Please provide this application, completed in full and with all supporting information taken into account when reaching the agreement, to the insurer **within five days** from when the workplace injury was notified to the insurer.

The worker or employer may withdraw this application by giving notice in writing to the insurer before it is determined.

Once this signed application for agreement form is provided to the insurer, the insurer is either to approve, or refuse to approve, the application for agreement **within seven days** from when the insurer receives the application.

The insurer is to approve the agreement if satisfied that the PIAWE amount reasonably reflects the worker's pre-injury earnings, and the agreement is fair and reasonable.

A worker or an employer may withdraw their agreement at any time by giving written notice to the insurer and the other party to the agreement.