

**SUBSIDIARY LEGISLATION**

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**SUBSIDIARY LEGISLATION**

4/1976.

**SOCIAL SECURITY (CLAIMS AND PAYMENTS)  
REGULATIONS***made under Section 33*

Commencement.

[1st February 1976]

Short title.

1. These Regulations may be cited as the –  
**SOCIAL SECURITY (CLAIMS AND PAYMENTS)  
REGULATIONS.**

**PART I****PRELIMINARY**

Interpretation.

2. In these Regulations –

“beneficiary”, in relation to any benefit, means the person entitled to that benefit;

“benefit” means any benefit under the Act;

“claimant” means a person claiming benefit and includes, in relation to the review of an award or decision, a beneficiary under the award or affected by the decision;

“day” means a period of twenty-four hours from midnight to midnight or such other period as may be prescribed;

“determining authority” means, as the case may require, the Board or the Director or the medical board or the appeal tribunal appointed or constituted in accordance with any Regulations for the time being in force under the Act;

“Director” means the Director, appointed under section 7 of the Act;

“disablement pension” means disablement benefit paid or payable, as the case may require, in the form of a pension;

“disablement grant” means disablement benefit paid or payable, as the case may require, in the form of a grant;

“draft or voucher” means a draft or voucher, payable order or any other instrument whatsoever (except a serial order) which is payable through the Post Office, office of the Board or a bank;

- “insured person” means a person insured under Part II of the Act;
- “medical examination” includes bacteriological and radiological tests and similar investigations and references to being medically examined shall be construed accordingly;
- “medical practitioner” means a registered medical practitioner and includes a person practising medicine outside Dominica who, not being a registered medical practitioner, is qualified to practise medicine and is not prohibited from so doing under the law of the place where he practises;
- “pension” means an age, invalidity or survivors’ pension or a disablement benefit or a death benefit paid in the form of a pension, as the case may require;
- “pensioner” means a person to whom any pension is payable;
- “pension order” means an order for payment through the Post Office, bank or office of the Board of a weekly sum on account of pension;
- “relevant loss of faculty” has the meanings respectively assigned to them by regulation 2 of the Social Security (Benefit) Regulations; Sub. Leg.  
10/1976.
- “relevant person” means the person by whom the conditions for benefit are to be satisfied;
- “serial order” means one of a series of orders including pension orders, for the payment through the Post Office, bank or office of the Board of a sum on account of benefit which is or has been contained in a book of such orders;
- “sickness benefit”, “survivors’ benefit” or other benefit identified by name, means sickness benefit or survivors’ benefit or other specified benefit payable in accordance with section 27 of the Act.

## PART II

### GENERAL

3. (1) Every insured person who suffers personal injury by accident shall give notice of the accident either in writing or orally as soon as practicable after the happening thereof and before the insured person has voluntarily left the employment in which he was injured; and any such notice required to be given by an insured person may be given by some other person acting on his behalf. Notice of accidents.

(2) Every notice shall be given to the employer or to any foreman or other servant of the employer under whose supervision the insured person is employed at the time of the accident or to any person designated for the purpose by the employer and shall give the specified particulars.

(3) For the purposes of this regulation and of regulation 4 the expression "specified particulars" means the particulars specified in the Schedule.

Schedule.

Employer to  
investigate  
accidents.

4. (1) Every employer shall take reasonable steps to investigate the circumstances in respect of every accident of which notice is given to him or to his servant or agent and if there appears to be any discrepancy between the circumstances found by him as a result of his investigation and the circumstances appearing from the notice so given, he shall record the circumstances so found.

(2) Where an insured person had been injured as a result of an accident or alleged accident arising out of and in the course of his employment and either –

- (a) absents himself from work within a period of five consecutive days next succeeding the day on which the accident or alleged accident happened; or
- (b) dies within a period of five consecutive days next succeeding the day on which the accident or alleged accident happened;

the employer shall report the accident and the specified particulars (as defined in regulation 3(3)) of such accident or alleged accident in writing to the Board within a period of seven days reckoned from the date on which the accident or alleged accident happened.

(3) Every employer who is required to do so by the Board shall furnish to an officer of the Board, within such reasonable period as may be required, such information and particulars as shall be required –

- (a) of any accident or alleged accident in respect of which benefit may be payable to or in respect of the death of a person employed by him at the time of the accident or alleged accident; or
- (b) of the nature of and any other relevant circumstances relating to any occupation prescribed for the purposes of Part IV of the Act in which any person to whom or

in respect of whose death benefit may be payable under this Part was or is alleged to have been employed by him.

**5. (1)** Subject to subregulations (2) and (3), every claimant for and every beneficiary in receipt of a benefit shall comply with every notice given to him by the Director which requires him –

Obligations of claimants for and beneficiaries in receipt of benefits.

- (a) to submit himself to a medical examination by a medical authority for the purposes of determining the effect of the relevant accident or the treatment appropriate to the relevant injury or loss of faculty;
- (b) to submit himself to such medical treatment for the said injury or loss of faculty as is considered appropriate in his case by the medical practitioner in charge of the case or by any medical authority to whose examination he has submitted himself in accordance with this regulation;
- (c) to attend for and submit himself to medical examination by one or more registered medical practitioners appointed by the Board; or
- (d) to attend any course of vocational or industrial rehabilitation training which is considered by the Director to be appropriate in his case.

(2) Every notice given to a claimant or beneficiary requiring him to submit himself to medical examination shall be given in writing and shall specify the time and place of examination, but shall not require the claimant or beneficiary to submit himself to examination on a date earlier than the third day after the day on which the notice was sent.

(3) Every claimant and every beneficiary who is required in accordance with this regulation to submit himself to a medical examination, to medical treatment or to any course of vocation or industrial rehabilitation training –

- (a) shall attend at every such place and at every such time as is specified in the notice; and
- (b) may, at the discretion of the Board, be paid such travelling and other allowances as the Board may determine.

(4) For the purposes of this regulation the expression “medical authority” means a medical board, or any legally qualified medical practitioner appointed or nominated by the Board.

### PART III

### CLAIMS

Claims to be made to the Board in writing.

6. Every claim for benefit shall be made in writing to the Director on the form approved by the Board for the purpose of the benefit for which the claim is made, or in such manner, being in writing, as the Director may accept as sufficient in the circumstances of any particular case or class of cases; but no such claim for disablement benefit shall be required in any case where incapacity for work due to the relevant accident continues beyond the end of the period of twenty-six weeks beginning with the day of the relevant accident.

Supply of claim forms.

7. Forms of claim shall be supplied without charge by the Board.

Claim not on appropriate forms.

8. Where a claim for benefit has been made on an approved form other than the form appropriate to the benefit claimed, the claim may be treated as if it had been made on the appropriate form; but the Director may in any such case require the claimant to complete the appropriate form.

Information to be given when making claim for benefit.

9. (1) Every person who makes a claim for benefit shall furnish such certificates, documents, information and evidence for the purpose of determining the claim as the Director may require and, if reasonably so required, shall for that purpose attend at such office or place as the Director may direct.

(2) Every person who makes a claim for benefit shall, in particular, furnish, if required by the Director, the following information concerning himself or in respect of the person for whom the benefit is claimed, namely –

- (a) his identity, date of birth, usual place of residence, occupation and relationship to the claimant;
- (b) his position in regard to benefit under the Act, available sources of income and the amounts contributed by any person towards his maintenance; and
- (c) in the case of a claim in respect of or based on the insurance of a wife, husband, or widow or a widower,

a certificate of the marriage, or proof of registration as beneficiary;

together with a declaration signed by the other person where appropriate, confirming the information given.

(3) Every person who makes a claim for survivors' benefit or death benefit shall, in particular, furnish, if required by the Director, a death certificate relating to the deceased.

(4) Every person who makes a claim for funeral grant, shall, in particular, furnish the following information:

- (a) if required by the Director, a death certificate relating to the deceased;
- (b) if required by the Director, the estimate or account of the undertaker;
- (c) in the case of any council, association or other authority, such particulars relating to the relevant person as may be required by the Director.

(5) The Director may accept in support of claims and in the absence of the certificate or documents aforementioned –

- (a) as proof of kinship or marriage, evidence of a trustworthy third person or other documentary evidence;
- (b) as proof of age, extracts from baptismal records or school records or other evidence as he considers satisfactory.

**10.** For the purposes of any claim to benefit the day of receipt of the claim at the office of the Board shall be deemed to be the date of claim. Date for claim.

**11.** (1) If a claim is defective at the date of its receipt by the Director, the Director may refer the claim to the claimant, and if the form is returned properly completed within one month from the date on which it is so referred, the claim may be treated as if it had been duly made in the first instance. Amendment of claim forms and withdrawal of claim for disablement benefit.

(2) Any person who had made a claim for a benefit in accordance with these Regulations may amend his claim, at any time before a decision has been given thereon, by notice in writing delivered or sent to the office of the Board, and any claim so amended may be treated as if it had been duly made in the first instance.



(3) If a person who has made a claim for disablement benefit wishes, with a view to withdrawing his election to treat an injury benefit period as having come to an end, to withdraw the claim, he may deliver or send to the office of the Board written notice signed by him withdrawing his claim and the notice so given shall, if it is received at the office of the Board before the claim has been finally determined, operate to withdraw the claim on the date of its receipt at the office.

(4) For the purposes of subregulation (3), the expression "injury benefit period" has the meaning assigned to it by regulation 45 of the Social Security (Benefit) Regulations.

Sub Leg. 10/1976.

Interchange with claims for other benefits.

12. Where it appears that a person who has made a claim for benefit may be entitled to some other benefit, any such claim may be treated by the Director as a claim in the alternative for that other benefit.

Time for claiming benefits.

13. (1) The prescribed time for claiming benefits is –

- (a) in the case of sickness and injury benefit, not later than four days from the earliest day in respect of which the claim is made;
- (b) in the case of maternity benefit –
  - (i) in respect of expectations of confinement, the period of two weeks beginning with the eighth contribution week before the contribution week in which it is expected that the claimant will be confined;
  - (ii) where confinement has taken place, within the period of three weeks beginning with the date of confinement;
- (c) in the case of –
  - (i) disablement benefit (and increases thereof on account of incapacity or hospital treatment); or
  - (ii) invalidity, age, survivors' or death benefit,  
the period of three months from the date on which, apart from satisfying the condition of making a claim, the claimant becomes entitled thereto;
- (d) in the case of funeral grant, the period of six months from the date of death of the deceased;

- (e) in the case of medical expenses, not later than three months from the date on which the relevant expenses were incurred.
- (2) Subject to subregulations (3) and (4), a person failing to make a claim for benefit within the time prescribed shall be disqualified for receiving –
- (a) in the case of sickness and injury benefit, benefit in respect of any day more than four days before the date on which the claim is made;
  - (b) in the case of maternity benefit, benefit in respect of any period before the beginning of the contribution week in which the claim is made;
  - (c) in the case of –
    - (i) disablement benefit (and increases thereof on account of incapacity or the need for constant attendance or hospital treatment); or
    - (ii) invalidity, age, survivor's or death benefit, benefit in respect of any period more than three months before the date on which the claim is made;
  - (d) in the case of funeral grant, the grant;
  - (e) in the case of medical expenses, the expenses.
- (3) If in any case the claimant proves –
- (a) that on a date earlier than the date on which the claim was made, apart from satisfying the condition of making a claim, he was entitled to the benefit; and
  - (b) that throughout the period between the earlier date and the date on which the claim was made there was good cause for delay in making the claim,
- he shall not be disqualified under subregulation (2) for receiving any benefit to which he would have been entitled if the claim had been made on the earlier date.
- (4) (a) No sum shall be paid by way of sickness, maternity, injury or disablement benefit (or increases of disablement benefit on account of incapacity or the need for constant attendance or hospital

treatment), invalidity, age, survivors' or death benefit or medical expenses in respect of any period more than twelve months before the date on which the claim therefor is duly made.

(b) No sum shall be paid by way of a funeral grant if the claim therefor is not duly made within twelve months after the date of the death of the person in respect of whom the grant is payable.

Claim in advance.

(5) Without prejudice to subregulations (1) to (4) where it has been certified that a person is incapable of work and will continue to be incapable of work for the period specified in the certificate a claim for sickness or injury benefit may, unless the Director otherwise directs, be made by the person in respect of the period or such shorter period as the Director may in the circumstances determine, in either case commencing immediately after the date of the certificate.

(6) Any claim for sickness or injury benefit made under subregulation (5), may, if it is made on the form containing the certificate, be treated as a claim made also in respect of any days in the said period or in any such shorter period, as the case may be.

## PART IV

### PAYMENTS

Time and manner of payment of certain benefits and increases thereof and suspension of benefit pending appeals or references.

14. (1) Subject to these Regulations, benefit to which subregulation (2) applies shall be paid in accordance with an award thereof, as soon as is reasonably practicable after such an award has been made by means of vouchers for payment thereof payable through the Post Office, bank or office of the Board by cash payments in the home, if the circumstances of any particular case appear to render this appropriate; but a person who applies for benefit or payment shall produce on request satisfactory particulars of his identity.

(2) This paragraph applies to benefit by way of –

(a) sickness, maternity or injury benefit;

(b) an increase of disablement benefit, under regulation 51 of the Social Security (Benefit) Regulations on account of incapacity or the need for constant attendance or on account of hospital treatment.

Sub. Leg.  
10/1976.

(3) Subject to subregulation (5), benefit to which subregulation (4) applies shall be payable in one sum by means of a voucher for

payment thereof payable through the Post Office, bank or office of the Board or by other means including cash payment in the home, if the circumstances of any particular case appear to render this appropriate; but a person who applies for benefit or payment shall produce on request satisfactory particulars of his identity.

(4) This paragraph applies to benefit by way of –

- (a) funeral grant;
- (b) invalidity, age, survivors' or death benefit payable in the form of a grant;
- (c) disablement grant;
- (d) medical expenses.

(5) An invalidity, age, survivors' or a death benefit payable in the form of a grant or a disablement grant may be payable by instalments of such amounts and at such times as appears reasonable to the Director in the circumstances of the case, notwithstanding subregulation (3), and an appeal shall not be brought against any decision that such grant shall be payable by instalments or as to the amounts of any such instalments or the time of payment thereof; but any decision may be varied by the Director at any time.

(6) So much of a disablement pension as is awarded in respect of a period before the date of the award shall not be payable until after expiration of a period of twenty-one days from that date, and if before the expiration of that period an appeal from the award or from a decision on which the award is based is brought, until after the decision on that appeal is given and a disablement grant or any part thereof, shall not be payable until after expiration of the time limit for an appeal from the award thereof or from a decision on which the award was based, and where any such appeal is brought, until after the decision on that appeal is given.

**15.** (1) Subject to these Regulations, disablement pension or invalidity, age, survivors' or death benefits payable in the form of pensions shall be paid weekly in arrears by means of vouchers or pension orders payable in each case to the pensioners, at such Post Office, bank or at the office of the Board as after enquiry of the pensioner, may from time to time be determined by the Director.

Time and manner of payment of pensions and benefits payable in the form of pension.

(2) In any case in which there is an award by the determining authority under which a pension is payable, the Board may cause

arrangements to be made thereby; and on furnishing such evidence as to identify and such other particulars as may be required, the pensioner may obtain a book of pension orders, and the pensioner shall be notified of the appropriate place at which he may obtain such a book and of the arrangements so far as they affect him.

(3) The Board shall arrange, where appropriate, for the issue of a fresh book of pension orders on the expiration of the previous book.

(4) Weekly sums on account of pensions may be payable on different days of the week as determined from time to time by the Board.

Book of serial orders to remain property of the Board.

16. (1) Any book of serial orders issued to any person shall remain the property of the Board.

(2) Any person having a book of serial orders or any unpaid order shall, on the termination of the pension to which such book or orders relates or when requested by an officer of the Board, deliver such book or orders to the Board or to such person as the Board may direct.

Board may make other arrangement for payment of pension in certain cases.

17. Notwithstanding anything contained in these Regulations, the Board may arrange –

(a) in any case where the date from which a pension would commence or as from which a change in rate of pension would take effect is other than a date immediately following the appropriate day of the week for which that pension is payable;

(b) in any case where the date from which a pension could cease to be payable is a day other than the appropriate day of the week for which that pension is payable,

for a proportion of pension to be paid otherwise than by means of vouchers or pension orders payable to the pensioner.

Other times and methods of payment of pensions.

18. Notwithstanding anything contained in these Regulations, the Board may, in any particular case or class of cases, arrange for the payment of a pension otherwise than weekly in arrears or otherwise than by means of vouchers or pension orders payable to the pensioner.

Extinguishment of right to sums payable by way of benefit which are not obtained within the prescribed time.

19. (1) The right to any sum payable by way of benefit shall be extinguished where payment thereof is not obtained within the period of six months from the date on which that sum is receivable in accordance with this regulation.

(2) In calculating the period of six months for the purposes of subregulation (1) no account shall be taken of –

- (a) any period during which a serial order, voucher or draft containing the sum is in the possession of the Board or any Post Office or bank at which it is payable, other than a period after written notice has been given that the serial order or draft is available for collection;
- (b) any period during which the Board has under consideration any representation that a serial order, voucher or draft containing the sum has not been received or has been lost, mislaid or stolen;
- (c) any period during which the person concerned is for the time being unable to act by reason of any mental incapacity, subject to the qualification that the total period disregarded on account of such inability to act shall not exceed one year; or
- (d) any period during which the determination of any question as to such extinguishment is pending.

(3) For the purposes of this regulation, a sum payable by way of benefit shall, subject to subregulation (4) and to regulation 24(3) be receivable –

- (a) in the case of a sum contained in a serial order, on the date on which the order is due to be paid;
- (b) in the case of a sum contained in a draft or voucher –
  - (i) if the draft or voucher is sent through the post, on the date on which it is authenticated for payment; and
  - (ii) in any other case, on the date of issue of the draft or voucher;
- (c) in the case of a sum not contained in a serial order, draft or voucher, where notice is given orally or in writing that the sum is available for collection –
  - (i) if written notice is sent through the post, on the date on which it would be delivered in the ordinary course of post; and
  - (ii) in any other case, on the date of the notice;
- (d) in any case to which paragraph (a) and (b) or (c) does not apply, six months (or such longer period as may be

determined by the Board in the circumstances of any particular case) after the date on which the sum became payable.

(4) In determining when a sum is receivable under subregulation (3) the following provisions shall apply:

(a) if a person proves that through no fault of his own he did not receive any such serial order, draft or voucher or written notice until a date later than the appropriate receivable date determined in accordance with subregulation (3), the sum contained in the order, draft or voucher or referred to in the notice shall be receivable –

(i) on that later date; or

(ii) on the date which is six months after the said appropriate receivable date, whichever is the earlier;

(b) if a person proves that through no fault of his own he has not received any such serial order, draft, voucher or written notice, the sum contained in the original order, draft or voucher or referred to in the notice shall be receivable –

(i) on the date determined in accordance with subregulation (3) on the basis of the issue of any further order, draft, voucher or notice in respect of that sum; or

(ii) on the date which is six months after the receivable date determined in accordance with subregulation (3) on the basis of the original order, draft, voucher or notice, whichever is the earlier;

(c) subject to regulation 24(3) and to paragraph (b) above, a sum, which in accordance with this regulation was receivable on any date, shall remain receivable on that date notwithstanding the issue since that date of a serial order, draft, voucher or notice in respect of that sum or any part thereof.

(5) Any sum payable by way of benefit to a person who is for the time being unable to act shall be receivable in accordance with this regulation, notwithstanding his inability to give a receipt therefor.

20. (1) Every beneficiary and every person by whom or on whose behalf sums payable by way of benefit are receivable shall furnish in such manner and at such times as the Director may determine such certificates and other documents and such information of facts affecting the right to benefit or to the receipt thereof as may be required (either as a condition on which any sum or sums shall be receivable or otherwise) by the Director and, in particular, shall notify the Board in writing of any change of circumstances which he might reasonably be expected to know might affect the right to benefit, or to the receipt thereof, as soon as reasonably practicable after the occurrence thereof.

Information to be given when obtaining payment of benefit.

(2) Where any sum is receivable on account of any other person, the beneficiary shall, in such cases or classes of cases as the Director may direct, furnish a declaration signed by such other person confirming the particulars respecting him furnished by the claimant.

## PART V MISCELLANEOUS

21. (1) If in respect of any incapacity, expected or actual confinement a person claiming or entitled to sickness, maternity, invalidity, injury or disablement benefit increases on account of incapacity, as the case may be –

Forfeiture of benefit, suspension of proceedings or claims and suspension of payments of benefit.

- (a) without good cause behaves in any manner calculated to retard his recovery or fails without good cause to answer any reasonable enquires by an officer of the Board directed to ascertain whether he is doing so;
- (b) is absent from his place of residence without leaving word where he may be found;
- (c) undertakes work for which remuneration is or would ordinarily be payable,

he shall, subject to subregulations (4) to (7), if the Director so decides, forfeit that benefit for such period as the Director determines.

(2) If, without good cause –

- (a) a claimant fails to furnish to the prescribed person any information required for the determination of the claim or of any question arising in connection therewith; or
- (b) a beneficiary fails to give notice to the prescribed person of any change of circumstances affecting the



continuance of the right to benefit or to the receipt thereof, or to furnish as aforesaid any information required for the determination of any question arising in connection with the award; or

- (c) a claimant for, or a beneficiary of sickness, maternity, invalidity, injury or disablement benefit, or medical expenses fails to comply with any requirement of regulation 5,

he shall, subject to subregulations (4) to (7), if the Director so decides, forfeit any benefit claimed in respect of the period of such failure.

(3) If any claimant or beneficiary wilfully obstructs, or is guilty of other misconduct in connection with any examination or treatment to which he is required under regulation 5 to submit himself, or any proceeding under the Act or Regulations for the determination of his right to benefit or to the receipt thereof, he shall, subject to subregulations (4) to (7), forfeit any benefit claimed for such period as the Director determines.

(4) In any case to which subregulation (1), (2) or (3) relates, proceedings on the claim or payment of benefit, as the case may be, may be suspended for such period as the Director determines.

(5) Nothing in this regulation providing for the forfeiture of benefit for any of the following matters, that is to say –

- (a) for failure to comply with the requirements of subregulation (1);
- (b) for failure to comply with the requirements of regulation 5;
- (c) for obstruction of, or misconduct in connection with medical examination or treatment;
- (d) for failure to comply with the requirements of regulation 22(1),

shall authorise the disentitlement of a claimant or beneficiary to benefit for a period of more than six weeks on any forfeiture.

(6) No person shall forfeit any benefit for refusal to undergo a surgical operation, not being one of a minor character.

(7) A person who would be entitled to any benefit but for the operation of this regulation shall be treated as if he was entitled thereto for the purpose of any rights or obligations under the Act and Regula-

tions (whether of himself or any other person) which depend on his being so entitled, other than the right to payment of that benefit.

22. (1) A person in receipt of benefit shall inform the Board of any change in his circumstances affecting his continued right to receive such benefit or the rate at which the benefit is payable, within one week of the occurrence of the change.

Obligations of beneficiaries to notify changes of circumstances.

(2) The Board may require any person entitled to benefit to furnish from time to time documented evidence that he is alive and that the conditions governing the grant of such benefit continue to be fulfilled, and if such evidence is not given to the Board within the time required, the Board may suspend payment of the benefit until the date on which the evidence is given.

23. (1) In the case of any person to whom benefit is payable or who is alleged to be entitled to benefit or by whom or on whose behalf a claim for benefit has been made, and who is a child or is unable for the time being to act, where no person or authority has been duly appointed under the law to have charge of his estate the Board may, upon written application being made to it, appoint a person to exercise on behalf of the child or person who is unable to act any right to which that child or person may be entitled under the Act and to receive and deal with any sums payable on behalf of such child or person:

Persons unable to act.

Provided that –

- (a) any such appointment by the Board shall terminate on the date immediately prior to the date on which the Board is notified that a person or authority has been duly appointed under the law;
- (b) a person who has not attained the age of eighteen shall not be capable of being appointed to act under this regulation;
- (c) the Board may at any time in its absolute discretion revoke the appointment made under this regulation; and
- (d) any person appointed under this regulation may, on giving the Board one month's notice in writing of his intention to do so, resign his office.

(2) Anything required by these Regulation to be done by or to any such person as aforesaid who is a child or who is for the time being

unable to act, may be done by or to any person or authority duly appointed under the law to have charge of such person or of his estate or by or to the person appointed under this regulation to act on behalf of such person, and the receipt of any person appointed under this regulation shall be a good discharge to the Board and the Fund for any sum paid, notwithstanding that such person has not attained the age of eighteen.

Payment on death.

**24. (1)** On the death of a person who has made a claim for benefit or who is alleged to have been entitled to benefit or in respect of whose death a funeral grant is alleged to be payable, the Board may appoint such person as it thinks fit to proceed with or to make a claim for the benefit, and the provisions of these Regulations shall apply subject to the necessary modifications to any such claim. However, in the case of a funeral grant a claim may be made by any person specified in subregulation (2).

(2) Subject to subregulations (7), any sum payable by way of benefit which is payable under an award on a claim proceeded with or made under subregulation (1) may be paid or distributed to or amongst persons claiming as personal representatives, legatees, next-of-kin or creditors of the deceased (or, where the deceased was illegitimate, to or amongst other persons), and the provisions of regulation 19 shall apply to any such payment or distribution:

Provided that –

- (a) the receipt of any such person who has attained the age of sixteen shall be a good discharge to the Board and the Fund for any sum so paid; and
- (b) where the Board is satisfied that any such sum or part thereof is needed for the benefit of any person under the age of sixteen, the Board may obtain a good discharge thereof by paying the sum or part thereof to a person over that age (who need not be a person specified in this paragraph) who satisfies the Board that he will apply the sum so paid for the benefit of the person under the age of sixteen.

(3) Subject to subregulation (7), any sum payable by way of benefit to the deceased, payment of which he had not obtained at the date of his death, may, unless the right thereto was already extinguished at that date, be paid or distributed to or amongst such persons as are

mentioned in subregulation (2), and regulation 19 and that subregulation shall apply to any such payment or distribution.

However, for the purposes of regulation 19 (1), the period of six months shall be calculated from the date on which the sum was receivable by any such person, and not from the date on which it is receivable by the deceased, and for those purposes the reference in regulation 19 (3)(d) to the date on which the sum became payable shall be construed as a reference to the date of application to the Board made in accordance with subregulation (6).

(4) In relation to a funeral grant, the reference in subregulation (2) to creditors includes a reference to any person who gives an undertaking in writing to pay the whole or part of the deceased's funeral expenses, so however that any payment of funeral grant to a person by virtue of this subregulation is subject to the condition that if the person fails to carry out any such undertaking he shall repay to the Fund any funeral grant so paid to him.

(5) Where any person receives an amount by way of funeral grant by virtue of this regulation and is entitled to reimbursement of the deceased's funeral expenses out of the deceased estate, his right to such reimbursement is reduced by the amount of the funeral grant received by him.

(6) Subregulations (2) and (3) shall not apply in any case unless written application for the payment of any such sum is made to the Board within six months from the date of the deceased's death or within such longer period as the Board may allow in any particular case.

(7) The Board may dispense with strict proof of the title of any person claiming in accordance with this regulation.

**25.** Any person who contravenes any requirement of these Regulations (not being a requirement to give notice of an accident or a requirement to submit himself to medical treatment or examination) is guilty of an offence and, where no penalty is otherwise provided in respect of the offence, is liable on summary conviction to a fine of one hundred and fifty dollars, or where the offence consists of continuing any such contravention after conviction thereof, one hundred and fifty dollars together with a further one hundred and fifty dollars for each day on which it is so continued.

Breach of Regulations.

Regulation 3 (3).

**SCHEDULE****PARTICULARS TO BE GIVEN OF ACCIDENTS**

- (1) Full name, address and occupation of injured person;
  - (2) Date and time of accident;
  - (3) Place where accident happened;
  - (4) Cause and nature of injury;
  - (5) Name, address and occupation of person giving the notice, if other than the injured person;
  - (6) Name of any witness(es) to the accident.
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