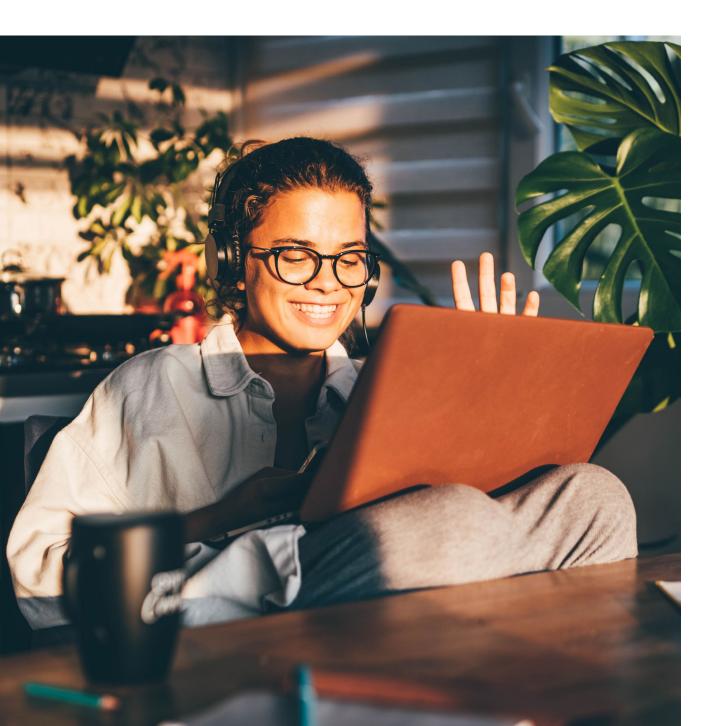


ALLIANZ NDIS PLAN MANAGEMENT

# Your Details and the Agreement



ALLIANZ.COM.AU



# NDIS Participant Details:

Full Name:			
Date of Birth:			
Contact Number (Home):			
Contact Number (Mobile):			
Email address:			
Participant's Address:			
Suburb:	State:	Postcode:	
Plan Dates: Start: End:	NDIS Numl	oer:	

# Bank Account Details for Out-of-Pocket Reimbursements (optional):

Name of Financial Institution:			
Account name:			
BSB:	Account Number:		

# Authorised Representative Details (if applicable)

Full Name:
Contact Number (Home):
Contact Number (Mobile):
Email address:
Preferred contact method: Phone Email
Relationship to Participant:
Is this person also the NDIS Plan nominee? Yes No
Copy of guardianship document provided? Yes No

# Alternative contact details (if applicable)

Full Name:	
Contact Number:	
Email address:	
Email address:	
Preferred contact method: Phone	Email
Relationship to Participant:	

Allow access to: Monthly statements Allianz plan management portal

You may add contacts by completing an *Allianz Consent to Share Form* and emailing it to Allianz: ndis@allianz.com.au

Note: Further fields to be completed on pages 4, 5, 8 and 9.

#### Do you need help with this form?

Please contact us on 13 NDIS (13 63 47) during business days Monday - Friday between 8AM to 6PM AEST or email <u>ndis@allianz.com.au</u> for assistance.



# 1. Background

## Agreement between:

Participant or Authorised Representative/Nominee (Participant/You):

Full Name: \_\_\_\_\_

and

Allianz Australia Insurance Limited ABN 15 000 122 850 **(Allianz/We/Us)** of Level 16, 10 Carrington St, Sydney, NSW 2000

1.1 The Participant's NDIS Plan sets out the funding allocated to the Participant by the NDIA in each NDIS support category (**Funding**).

1.2 Allianz is a Registered NDIS Provider able to manage the funding of supports under a NDIS Participant's Plan (**NDIS Plan Manager**).

1.3 The Participant agrees to appoint Allianz as their NDIS Plan Manager. Allianz has agreed to accept this position. The Terms and Conditions below outline the Agreement between the Participant and Allianz

## 2. Participant communication preferences

2.1 How Allianz and the Participant will communicate with each other

Preferred contact method: Phone Email

# 3. Allianz will provide the following services to manage Funding

#### 3.1 Manangement of invoices

The Participant's Service Providers can submit invoices for payment to Allianz by email. If the Participant paid the Service Provider directly, the Participant can send the invoice, receipt, and any other proof of purchase to Allianz by email for reimbursement.

Allianz will submit invoices to the NDIS to be claimed from the Funding. The invoices must meet NDIS and ATO requirements and be aligned with the Participant's NDIS Plan. Allianz will contact the Participant/Authorsied Representative if these requirements are not met. After the claim has been accepted by the NDIS and funds have been received by Allianz, Allianz will pay the Service Provider or reimburse the Participant/Authorised Representative.

Before submitting invoices to the NDIS, the Participant may ask Allianz to provide a copy of invoices to the Participant for approval by email, or by accessing the Allianz Plan Management Portal.

3.2 Keep track of the Funding and provide the Participant with monthly statements. The statements will include:

- a) Invoices claimed by Allianz,
- b) Details of the Service Providers used,
- c) Dates the supports were provided,
- d) Cost of the supports,
- e) The amount of Funding remaining, and
- f) An indication whether your NDIS Plan spend is consistent with, above or below the forecasted NDIS Plan spend.

At any time, the Participant/Authorised Representative can ask Allianz to provide information about the status of the Funding.

# 4. What Allianz does NOT do

Allianz will not:

- a) Allianz cannot change the terms of your NDIS Plan or Funding. If the Participant wishes to make changes to their NDIS Plan, the Participant needs to speak to a NDIS Planner, their Local Area Coordinator or the NDIA,
- b) Allianz cannot arrange payment for supports and services which:
  - are not funded under the Participant's NDIS Plan,
  - do not meet the terms of the NDIS Pricing Arrangements, and,
  - are above the maximum amounts allowable under the NDIS Pricing Arrangements,
- c) Allianz does not ensure that your Service Providers have appropriate qualifications, experience, insurance, or criminal background checks to provide the supports or services they are providing to the Participant,
- d) Allianz will not maintain the Participant's NDIS supports or services through rostering services or providing disability related advocacy services,
- e) Allianz will not provide any form of financial advice, and,
- f) Maintain your NDIS supports through rostering services or providing disability related advocacy services,
- g) Allianz will not provide support or assistance beyond the services outlined under clause 3.

## 5. Participant's Responsibilities

#### The Participant must:

- a) Provide Allianz with:
  - a copy of their current NDIS Plan if possible (at a minimum the Statement of Supports section of their Plan this will allow us to provide more tailored advice); or
  - their NDIS Participant number,

The Participant must provide Allianz with any changes to their NDIS Plan as soon as possible after any amendments are made. This includes any suspension or replacement of their NDIS Plan and if they stop being a participant in the NDIS,

b) Ensure that all services that the Participant considers obtaining and claiming for from their

Funding under the Participant's NDIS Plan are covered by their Funding,

Note: If in doubt please contact Allianz first.

- c) Respond promptly to Allianz's reasonable requests for information. This assists Allianz to carry out the services under this Agreement,
- d) Promptly notify Allianz of any change to the Participant's address or contact details. This helps Allianz to communicate with the Participant efficiently,
- e) Notify Allianz if you appoint or change an Authorised Representative/Nominee or Support Coordinator,
- f) Allow the Participant's records for their NDIS Plan to be reviewed by third parties if required for legal, regulatory, or auditing purposes.

# 6. Payment for Allianz's services

Allianz will claim from the NDIS all applicable fees (including set-up fee and monthly fees) as set out in the NDIS Pricing Arrangements for its services under this Agreement .

# 7. GST and supports

#### Allianz and the Participant agree that:

- a) A supply of supports under this Agreement is a supply of one or more of the reasonable and necessary supports specified in the statement included in the Participant's current NDIS Plan, under sections 33(2) and section 37 of the NDIS Act,
- b) The Participant's NDIS Plan is expected to remain in effect during the period supports are provided, and,
- c) You will immediately notify Allianz if your NDIS Plan is replaced by a new Plan or the Participant is no longer a Participant in the NDIS (see 'Participant's Responsibilities').

# 8. Duration of Agreement

#### This Agreement will continue for the period that the Participant is:

- eligible for the NDIS; and,
- the Participant's NDIS Plan contains Plan managed Funding,

unless this Agreement is terminated under Clause 11 'Variation or Cancellation of Services.'

# 9. Your Consent

To enable Allianz to provide the services under this Agreement, the Participant agrees that Allianz may:

- a) Access the Participant's Funding, including (where necessary) obtaining this information from the NDIA,
- b) Collect, use and disclose the Participant's information (including personal information) from and to relevant parties in accordance with our Privacy Policy and Privacy Laws,
- c) Discuss the Participant's Plan with the NDIA and/or its delegates, such as Local Area Coordinators,
- d) Discuss the services that have been, are being, or will be delivered to the Participant by Service Providers.

# 10. Privacy & Use of Information

- 10.1 Allianz collects the Participant's personal information from you and other parties so that we can provide you with the services under this Agreement. You can choose not to provide the personal information to us but if you do so, we may not be able to provide some or all of the services to you,
- 10.2 In order to provide the services to you, we may disclose your personal information to other parties such as related companies of Allianz, the NDIA, and service providers,
- 10.3 When holding your personal information Allianz will comply with the Privacy Laws, the Australian Privacy Principles (APPs) and any requirements of the NDIS Act,
- 10.4 Allianz's NDIS Privacy Policy contains information about:
  - How you may lodge a complaint about a breach of the APPs and how Allianz will deal with such a complaint, and,
  - How you may access your personal information about you that is held by Allianz and seek correction of that information if incorrect,
- 10.5. Allianz's NDIS Privacy Policy is available at: <u>www.allianz.com.au/ndis</u>

## 11. Changes to or Cancellation of this Agreement

- 11.1 Any changes or variations to this Agreement must be made in writing, signed and dated by both you and Allianz,
- 11.2 If the Participant or Allianz wish to cancel this Agreement, then thirty (30) days' written notice must be given to the other party. The Agreement will end after the expiry of this thirty (30) days' notice period.

#### 12. Liability

12.1 Allianz is not liable for any loss (including damage, liability, compensation, payment, cost or expense or any legal cost and expense) however it arises to the extent that the loss is caused or contributed to by any:

a) Material breach of the obligations under this Agreement by you (Participant/Authorised Representative/Nominee),

- b) Negligence, dishonesty, wilful misconduct or fraud, or failure due to errors or omissions in the information (where such errors were not and could not be discovered by reasonable inspections or inquiries by Allianz), by:
  - i) the Participant,
  - ii) Support or service providers, the NDIA, NDIS and/or their delegates, such as Local Area Coordinators etc., Support Coordinators, the NDIS Commission or other government agency or third parties,
- c) Any occurrence or non-occurrence of an event resulting in a party being delayed or prevented from or delayed in performing any of its obligations under this Agreement that is beyond the reasonable control of that party,
- 12.2 Allianz will not be liable for any failure of, or delay in the performance of, this Agreement for the period that such failure or delay is:
  - a) Beyond the reasonable control of Allianz or the Participant, or,
  - b) Materially affects the performance of any of Allianz obligations under this Agreement and could not reasonably have been foreseen or provided against (e.g., Government Acts prohibiting Allianz from performing its obligations under this Agreement; or prolonged lack of power supply),

12.3 Nothing in this Agreement takes away or diminishes the Participant's rights under the Australian Consumer Law.

# 13. Complaints and Dispute Resolution

- 13.1 Please contact Allianz to provide any feedback or to make a complaint,
- 13.2 Where a complaint is not resolved to your satisfaction, you may contact the NDIS Quality and Safeguards Commission on 1800 035 544 or by using the Complaint Contact form on their website at <u>www.ndiscommission.gov.au</u>

Further information is also available at <u>www.ndis.gov.au</u>

## 14. NDIS Audit Process

NDIS Registered Service Providers are required to be audited against the NDIS Practice Standards. NDIS Participants managed by Allianz are automatically enrolled in these audit processes and may be contact by a member of the Allianz team or have records reviewed to ensure that Allianz complies. If you do not wish to be a part of the audit process, you can opt out by ticking below:

I do not wish to be a part of the audit process

# 15. Parties to this Agreement

Authority and Declaration

I have read the terms and conditions outlined in this Agreement including the scope of services that will be provided by Allianz. I accept and agree to be bound by the terms and conditions of this Agreement.

Signature of Participant or Authorised Representative/Nominee

Full Name of Participant or Authorised Representative/Nominee

Date

Signed by an Authorised Representative of Allianz Australia Insurance Limited

Full Name

Position

Date

Once you have completed this form electronically please email; or scan a printed form and email to <u>ndisonboarding@allianz.com.au</u> or send by post to Allianz Australia Limited GPO Box 4049 Sydney NSW 2001.

Allianz Australia Insurance Limited Registered Plan Manager (Registration ID 4050106692) ABN 15 000 122 850 Level 16, 10 Carrington St, Sydney, NSW 2000.

