



ALLIANZ NDIS PLAN MANAGEMENT

Your Details and the Agreement



A. Your Details

NDIS Participant Details:

Full Name: _____

Date of Birth: _____

Contact Number (Home): _____

Contact Number (Mobile): _____

Email address: _____

Participant's Address: _____
(*State is required to proceed)

Suburb: _____ **State:** _____ **Postcode:** _____

Plan Dates: Start: _____ End: _____ **NDIS Number:** _____

Nominated Bank Account Details for Out-of-Pocket Reimbursements:

Name of Financial Institution: _____

Account name: _____

BSB: _____ **Account Number:** _____

Authorised Representative Details (if applicable)

Full Name: _____

Contact Number (Home): _____

Contact Number (Mobile): _____

Email address: _____

Relationship to Participant: _____

Is this person also the NDIS Plan nominee? Yes No (If no, please provide details in the next section)

Allow access to: Text message Email

Copy of guardianship document provided? Yes No

NDIS Plan Nominee Details (if applicable)

Full Name: _____

Contact Number (Home): _____

Contact Number (Mobile): _____

Email address: _____

Relationship to Participant: _____

Allow access to: Text message Email

Do you need help with this form?

Please contact us on 13 NDIS (13 63 47) during business days Monday - Friday between 8AM to 7PM AEST or email ndis@allianz.com.au for assistance.

B. Introduction to Agreement

1. Background

The National Disability Insurance Scheme (NDIS) was established under the National Disability Insurance Scheme Act 2013 (Cth). The National Disability Agency (NDIA) is the organisation which manages the NDIS.

A NDIS Plan is a written agreement between the Participant and the NDIA. It sets out various matters including:

- A Participant's support category(ies),
- The funding allocated by NDIS in each support category, and
- What this funding is for in each allocated category.

Allianz Australia Insurance Limited (Allianz) is a registered NDIS Plan Manager in relation to managing funding of supports for NDIS plans.

You or Your Authorised Representative/Nominee have agreed to consider using Allianz as a Plan Manager to manage the funding of supports under **Your NDIS Plan**.

Before We can start to manage the funding for supports as specified under **Your NDIS Plan**, We need to enter into an Agreement with **You or Your Representative/Nominee** which sets out the Terms of this arrangement.

2. Initial Meeting

We would like an initial meeting with **You** to discuss our and **Your** role and the proposed Agreement.

We can agree how this meeting will take place including: face-to-face, via video link, over the phone, or by other reasonable mechanism best suited to **Your** needs.

At this meeting, We would like to discuss aspects of the proposed Agreement including:

- How Allianz and **You** will communicate and **Your** preferred method of communication,
- The services Allianz will provide including as required:
 - **Your** preferred method of invoicing and how invoices are to be delivered to Allianz,
 - when and in what circumstances **You** would like to authorise claiming payment for supports, and
 - **Your** preferences concerning visibility over invoices sent to Allianz for payment,
- **Your** responsibilities,
- Payment for Allianz's services,
- The length of the proposed Agreement,
- Privacy & Use of **Your** Information,
- **Your** right to bring the proposed Agreement to an end,
- How **You** can provide feedback, raise a complaint and our processes to manage complaints and resolve any disputes, and
- **Your** right to seek changes to the proposed Agreement before **You** decide whether to sign it.

C. Agreement

Agreement between:

NDIS Participant or Authorised Representative/Nominee [insert full name and address below] (You):

Note: If entering agreement on behalf of a NDIS Participant, insert NDIS Participant full name and address below under 'For and on behalf of'.

Full Name: _____

For and On Behalf of: _____

Address: _____

Suburb: _____ State: _____ Postcode: _____

and

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

1. Background

- 1.1 If You have entered into this Agreement on behalf of a NDIS Participant, 'You' or 'Your' means you or the NDIS Participant depending on the context. If you have entered into this Agreement as the NDIS Participant, 'You' or 'Your' means yourself.
- 1.2 Where this Agreement refers to Allianz doing something the task may be undertaken by a related company of Allianz or a service provider of Allianz.
- 1.3 Your NDIS Plan outlines the funding allocated to You by the NDIA in each NDIS support category (Your Funding).
- 1.4 Allianz is a registered NDIS Plan Manager in relation to managing the funding of supports under a NDIS Participant's Plan (NDIS Plan Manager). Depending on the NDIS Participant, supports in their NDIS Plan may include services, items, or equipment.
- 1.5 You have agreed to appoint Allianz as a NDIS Plan Manager to manage Your Funding. Allianz has agreed to accept this position. The Terms and Conditions below outline the Agreement between You and Allianz.

Terms and Conditions

2. How Allianz and You will communicate with each other

2.1 Allianz will communicate with You by the following methods (Please tick any that are acceptable to You and fill in the detail):

a) Phone: _____

b) Mobile phone: _____

c) Messaging: _____

d) Email: _____

e) Face to face

f) Other: _____

2.2 Allianz will only phone You:

a) During business days between 8.00am to 6.00pm Monday to Friday

b) Please provide other times as agreed between You and Allianz.

2.3 You can contact Allianz using the following methods during business hours:

a) Phone: 13 63 47

b) Email: ndis@allianz.com.au

c) Other

2.4 You can also ask Allianz for a face-to-face meeting.

3. Allianz will provide the following services in relation to managing Your Funding

3.1 Advice on whether a support is covered by Your Funding if this is requested by You.

If You are not sure whether a support is covered by Your Funding, You should seek advice from Allianz before engaging a provider to seek a support. This is because if a support is not covered by Your Funding, You could be personally liable for the expense.

3.2 Management of invoices

3.2.1 Invoices will be handled in the following way(s):

- a) You will instruct providers of supports to forward their invoice(s) to You and You will forward them to Allianz,
- b) You will instruct providers of supports to forward their invoice(s) directly to Allianz,
- c) You will instruct providers of supports to forward their invoice(s) directly to Allianz and send You a copy,
- d) You must authorise the payment of all invoices before Allianz will consider arranging payment,
- e) You must authorise the payment of invoices (insert type/details of invoices) before Allianz will consider arranging payment,

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- f) You authorise Allianz to pay invoices. (insert type/details of invoices)

(Allianz and You need to agree on the option(s) above or other options.)

3.2.2 Once received Allianz will review an invoice to ensure it covers:

- a) Only support(s) funded under Your NDIS Plan, and
- b) Amounts that are claimable from the NDIS and contains sufficient detail and meets the requirements of a legally valid invoice.

3.2.3 If the invoice meets the matters in 3.2.2, Allianz will send the invoice to NDIS for payment and deal with any questions from the issuer of the invoice or NDIS about payment. Clarification from You or the issuer of the invoice may be sought by Allianz if necessary, including if required by NDIS.

3.3 Managing reimbursement

- 3.3.1 If You pay for a support, You can send the invoice, receipt, and any other proof of purchase to Allianz.
- 3.3.2 Once received Allianz will review the information You provide to ensure the reimbursement being sought by You:
- a) Is funded under Your NDIS Plan, and
 - b) The amount of reimbursement being sought is claimable against NDIS, and otherwise, the information You have provided is sufficient.
- 3.3.3 If the reimbursement request meets the matters in 3.3.2, Allianz will send the reimbursement request to NDIS for payment and deal with any questions from NDIS about payment. Clarification from You or the support provider may be sought by Allianz if necessary, including if required by NDIS.
- 3.3.4 If the reimbursement request is paid by NDIS the payment will be made to Us. We will then make the payment into Your nominated bank account.

3.4 Management of the Funding to comply with requirements.

In managing Your Funding, Allianz will use service descriptions and pricing structures set out in the relevant NDIS pricing arrangements and price limits and apply them as directed by the NDIS laws and the Australian Consumer Law.

3.5 Keep track of payments from Your Funding and provide You with monthly statements on Your Funding. The statements will include:

- a) The support(s) provided to You,
- b) The provider of support(s),
- c) The date the support(s) was/were provided to You,
- d) The amount(s) invoiced for the support(s),
- e) If an invoice for the support has been paid by the NDIS and the amount paid,
- f) Your remaining Funding in Your NDIS Plan, and
- g) An indication of whether Your NDIS Plan spend is consistent with, above or below the forecasted NDIS Plan spend.

At any time, You can request Allianz to provide information showing the financial status of Your NDIS Plan.

3.6 If You request, Allianz can give You a list of providers potentially relevant to supports covered by Your NDIS Plan. However, We can only provide You with a list and You should read 4c) below as to what Allianz will not do.

(Subject to change after pre-Agreement discussions between You and Allianz)

4. What Allianz will NOT do

Allianz will not:

- a) Change the terms of Your NDIS Plan, funding, or support budget. You need to speak to a NDIS Planner or a Local Area Coordinator (LAC) or the NDIA if You wish changes to be made to Your NDIS Plan,
 - b) Arrange payment for supports which are not funded under Your NDIS Plan, and will apply the terms of the relevant NDIS pricing arrangements and price limits,
 - c) If You make a request under clause 3.6 of this Agreement:
 - Make enquiries about whether the providers are appropriate for You or Your individual needs. You will need to make these enquiries, or
 - Make arrangements to introduce You, make an appointment with or otherwise connect You with providers,
- Note: If You have a Local Area Coordinator (LAC) or Support Coordinators they may be able to assist You with these matters. These parties may also be aware of other potentially relevant providers.*
- d) Ensure that your chosen providers have the appropriate qualifications or experience to provide the supports they are providing to You,
 - e) Carry out criminal history checks on Your chosen providers or check that they have appropriate professional indemnity insurance,
 - f) Maintain Your NDIS supports through rostering services or providing disability related advocacy services,
 - g) Provide services beyond those outlined under clause 3.

(Subject to change after pre-Agreement discussions between You and Allianz)

5. Your Responsibilities

You must:

- a) Provide Allianz with a copy of Your current NDIS Plan and NDIS Participant number,
- b) Provide Allianz with any changes to Your NDIS Plan as soon as they are made including any suspension or replacement of Your NDIS Plan,
- c) Immediately tell Allianz if You stop being a participant in the NDIS,
- d) Ensure that all supports that You are considering obtaining and claiming for from Your Funding are covered by Your Funding,

Note: If in doubt please contact Us first.

- e) To assist Allianz in dealing with the efficient processing of invoices ensure invoices being submitted for payment under Your NDIS Plan contain sufficient details. These details include:
 - The provider's NDIS Business Name, and their Australian Business Number (ABN),
 - Date the invoice or receipt was issued,
 - A description of support(s) provided (e.g. amount and quantity claimed for each unit of the supports provided),
 - If known, the NDIS support item name and number
 - Your details and Your NDIS number
 - The total invoice amount for the support(s),
 - The GST components (if any) payable for the supports
 - How payment can be made.

If You are not sure, Allianz can advise You further on what an invoice should include.

- f) Respond promptly to Allianz's reasonable requests for information. This will assist Allianz to carry out the services under this Agreement,
- g) Promptly notify Us of any change to Your address or contact details. This will enable Us to continue to communicate with You efficiently,
- h) Notify Allianz if You appoint or change an Authorised Representative/Nominee or Support Coordinator,
- i) Allow Your records about Your NDIS Plan to be reviewed by relevant third parties if required for legal, regulatory, or auditing purposes.

(Subject to change after pre- Agreement discussions between You and Allianz)

6. Payment for Allianz's services

We will claim fees (including set-up fee and monthly fees as applicable) for our services under this Agreement directly from the NDIA. The fees we will charge are set out in the relevant NDIS pricing arrangements and price limits. Allianz and You agree payment of these fees will be sufficient consideration for this Agreement.

7. GST and supports.

For the purposes of GST (Goods and Services Tax) legislation, You and Allianz confirm 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 Your current NDIS Plan, under sections 33(2) and section 37 of the NDIS Act,
- b) Your NDIS Plan is expected to remain in effect during the period the supports are provided, and
- c) You will immediately notify Allianz if Your NDIS Plan is replaced by a new Plan or You stop being a Participant in the NDIS (see clause 5 'Your Responsibilities' above).

8. Duration of Agreement

This Agreement will continue for the period that You remain a Participant of the NDIS, unless this Agreement is terminated under Clause 11 below entitled 'Variation or Cancellation of Services'.

9. Your Consent

To enable Allianz to provide the services under this Agreement, You agree that Allianz can:

- a) Access Your NDIS funding, including (where necessary) obtaining this information from the NDIS,
- b) Collect, use and disclose Your information (including any personal information) from and to relevant parties in accordance with our Privacy Policy and Privacy Laws,
- c) Discuss Your Plan with the NDIS and/or its delegates, such as Local Area Coordinators, and
- d) Discuss the supports that have been, are being, or will be delivered by support providers to You with relevant parties (e.g. providers)

10. Privacy & Use of Information

- 10.1 Allianz collects Your 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 NDIS, and support 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: www.allianz.com.au/NDIS

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 Where either You or Allianz wish to cancel this Agreement, then twenty-eight (28) days' notice in writing must be given to the other party. The Agreement will end after the expiry of this twenty-eight (28) 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,
 - 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) You,
 - ii) Your authorised representative, or nominee,
 - iii) Support or service providers, the NDIA, NDIS and/or their delegates, such as LACs, 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:
- a) Is beyond the reasonable control of Allianz or You, 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 statutory guarantees regarding the supply of services You receive under Australian Consumer Law (Schedule 2 of *Competition and Consumer Act 2010* (Cth)).

13. Complaints and Dispute Resolution

- 13.1 Please contact Us to provide any feedback or to make a complaint You can contact Us using any of the agreed methods of communication as outlined in this Agreement,
- 13.2 If a complaint is not resolved to Your satisfaction, You may contact the NDIS Quality and Safeguards Commission on 1800 035 544 or via a complaint form on their website at www.ndiscommission.gov.au. Further information is also available at www.ndis.gov.au

13. Authorised Representative/Nominee

If entering into this Agreement as an Authorised Representative/Nominee of a NDIS Participant, You represent that You are authorised by the Participant, or a Legal or Regulatory body or under law to enter into this Agreement on their behalf.

Do you need help with this form?

Please contact us on 13 NDIS (13 63 47) during business days Monday - Friday between 8AM to 7PM AEST or email ndis@allianz.com.au for assistance.

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 ndis@allianz.com.au or send by post to Allianz Australia Limited GPO Box 4049 Sydney NSW 2001.

Allianz Australia Insurance Limited
Registered Plan Manager (Registration ID 4-GKXR5J)
ABN 15 000 122 850
Level 16, 10 Carrington St, Sydney, NSW 2000.