

THIS DOCUMENT IS SUBJECT TO COURT APPROVAL.

**ANNEXURE B – KNOX SETTLEMENT DISTRIBUTION SCHEME**

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## Settlement Scheme

### Contents

1. Definitions .....	3
2. Preamble and Object of this Settlement Scheme .....	8
3. Scheme Administrator and Administration of this Settlement Scheme .....	9
4. Steps to Occur Prior to the Commencement of this Settlement Scheme .....	10
5. Claims Assessment and Distribution Process .....	10
Phase 1: Initial Payments and Settlement Scheme Administration Costs .....	10
Phase 2: Group Member Categorisation and Eligible Claimants .....	12
Phase 3: Issue, completion and giving of Notice of Election .....	14
Phase 3A: Fixed Payment Process .....	15
Phase 3B: Individualised Assessment Process .....	16
Stage A Claim Assessment .....	16
Stage B Moderation by the Scheme Administrator .....	22
Stage C Giving of Preliminary Notices of Assessment to Eligible Claimants .....	22
Stage D Re-assessment of Preliminary Notices of Assessment .....	23
Phase 4: Settlement Scheme Distribution Phase .....	24
Stage A Calculation of Settlement Payment Amounts .....	24
Stage B Distribution of Settlement Payments .....	24
Phase 5: Termination of this Settlement Scheme and Retention of Records by the Scheme Administrator .....	25
6. Giving and Receiving Notices .....	25
7. Mechanics of Making Payments to Eligible Claimants .....	27
8. Failure to Complete Step by Eligible Claimant .....	28
9. General Provisions .....	28
Annexure A — Eligibility Notice .....	30
Annexure B — Recategorisation Application Notice .....	31
Annexure C — Recategorisation Group Member Notification .....	32
Annexure D — Notice of Election .....	33
Annexure E — Notice of Claim .....	34

Annexure F — No Fixed Payment Claim Notice .....	35
Annexure G — Successful Fixed Payment Claim Notice .....	36
Annexure H — Preliminary Notice of Assessment .....	37
Annexure I — Notice of Request for Interview .....	38
Annexure J — Notice of Request for Information .....	39
Annexure K — Notice of Request for Re-Assessment.....	40
Annexure L — Final Notice of Assessment .....	41

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## 1. DEFINITIONS

1.1 In this Settlement Scheme, unless the context indicates otherwise, a term in bold type has the meaning shown opposite it:

<b>Asserted Overpayment Debt</b>	means an assertion, by or following a Robodebt Notification, of an overpayment of one or more Social Security Payments recoverable by the Commonwealth as a debt.
<b>ATO</b>	means Australian Taxation Office.
<b>Business Day</b>	means a day other than a weekend or a public holiday in Victoria, Australia.
<b>Category 1 Group Member</b>	means a Group Member whose Asserted Overpayment Debt(s) were partly or wholly a Robodebt-raised Debt, no part of which has been received or recovered by the Commonwealth.
<b>Category 2 Group Member</b>	means a Group Member whose Asserted Overpayment Debt(s) were partly or wholly a Robodebt-raised debt, part or all of which has been recovered or received by the Commonwealth.
<b>Category 3(a) Group Member</b>	means a Group Member whose Asserted Overpayment Debt(s) were initially Robodebt-raised Debt(s), were then recalculated other than on the exclusive basis of averaged ATO income information, and the recalculated debt was less than the amount recovered or received by the Commonwealth.
<b>Category 3(b) Group Member</b>	means a Group Member whose Asserted Overpayment Debt(s) were initially Robodebt-raised Debt(s), were then recalculated other than on the exclusive basis of averaged ATO income information, and the recalculated debt was equal to or more than the amount recovered or received by the Commonwealth.
<b>Category 4 Group Member</b>	means a Group Member whose only Asserted Overpayment Debt(s) was neither wholly nor partly a Robodebt-raised Debt(s) but which was determined and asserted by the Commonwealth based upon income information provided by or on behalf of the Group Member in response to a Robodebt Notification.
<b>Category 5 Group Member</b>	means an individual who: <ul style="list-style-type: none"> <li>(a) was in a close personal relationship with a Category 1 Group Member, Category 2 Group Member, Category 3(a) Group Member or Category 3(b) Group Member (but not a Category 4 Group Member) who has died, where the latter person's death was materially contributed to by a Robodebt-raised Debt;</li> <li>(b) has suffered a recognised psychiatric illness or condition that was materially contributed to by the death of the Group Member; and</li> <li>(c) has registered in the Prygodicz Proceeding.</li> </ul>
<b>Claims Assessment Principles</b>	means the principles set out in clause 5.32 below.
<b>Commonwealth</b>	means the Commonwealth of Australia.

<b>Common Fund Order</b>	means an order made by a court providing for the remuneration of Omni Bridgeway borne pro rata by the Group Members from a common fund of the proceeds recovered from the Proceedings.
<b>Combined Individualised Assessment Amount</b>	means the total amount assessed as payable to Eligible Claimants pursuant to the Individualised Assessment Process.
<b>Costs</b>	includes disbursements.
<b>Costs Assessor</b>	means such person(s) or entity(s) which is appointed by the Court to assess the costs incurred by the Scheme Administrator in the administration of this Settlement Scheme.
<b>Court</b>	means the Federal Court of Australia.
<b>Court Approval</b>	means the Court's approval of the settlement recorded in the Deed, as required by Part IVA of the <i>Federal Court Act 1976</i> (Cth).
<b>Deed</b>	means the Deed of Settlement dated 3 September 2025 and any Annexures thereto (including this Settlement Scheme) executed by the Parties to give effect to the in-principle settlement reached by the parties, subject to Court Approval.
<b>Compensation Sum</b>	means the amount of \$475,000,000.00, less any sum ordered by the Court to be paid to Omni Bridgeway, the Knox Applicants or the Prygodicz Applicants.
<b>Distribution and Interest Sum</b>	means the Compensation Sum plus any interest which accrues on that amount net of any bank or account fees, other transaction costs or taxation payable by the Scheme Administrator in connection with the administration of this Settlement Scheme, to be distributed under this Settlement Scheme.
<b>Eligibility Notice</b>	means a document substantially in the form of Annexure A to this Settlement Scheme given under clause 5.5 below.
<b>Eligible Claimant</b>	means a Registered Group Member who fulfils the criteria set out in clause 5.11 of this Settlement Scheme.
<b>Eligible Group Member Categories</b>	means Category 1, 2, 3(a), 3(b) and 5.
<b>Fixed Payment</b>	means a payment made to an Eligible Claimant from the Distribution and Interest Sum pursuant to the Fixed Payment Process.
<b>Fixed Payment A</b>	means a Fixed Payment made to Category 2 Group Members and Category 3(a) Group Members who give a completed Notice of Election in accordance with clause 5.22(a) below.
<b>Fixed Payment B</b>	means a Fixed Payment made to Category 1 Group Members and Category 3(b) Group Members who give a completed Notice of Election and provide material such that the Scheme Administrator is satisfied that the Eligible Claimant has suffered relevant economic loss that is not de minimis in accordance with clause 5.22(b) below.

<b>Fixed Payment Process</b>	means the process by which the entitlement to and amount of a Settlement Payment (if any) is determined and made to an Eligible Claimant who has, by a Notice of Election, elected for a Fixed Payment set out in clauses 5.21– 5.24 below.
<b>Final Notice of Assessment</b>	means a document substantially in the form of Annexure L to this Settlement Scheme and given under clause 5.49 below.
<b>Gordon Legal</b>	means Gordon Legal Pty Ltd (ABN 19 624 972 836).
<b>Group Member</b>	<p>means all persons:</p> <ul style="list-style-type: none"> <li>(a) who at any time after 1 July 2010 received from the Commonwealth one or more payments of a Social Security Payment;</li> <li>(b) in respect of whom the Commonwealth, at any time after 1 July 2015: <ul style="list-style-type: none"> <li>(i) generated a Robodebt Notification;</li> <li>(ii) by or following that Robodebt Notification, asserted an Asserted Overpayment Debt; and</li> <li>(iii) requested or demanded repayment of any Asserted Overpayment Debt or part thereof; and</li> </ul> </li> <li>(c) who had, at 19 November 2019: <ul style="list-style-type: none"> <li>(i) paid, had paid on their behalf, or had recovered from them, any Asserted Overpayment Debt or part thereof; and/or</li> <li>(ii) not been informed by the Commonwealth that no recovery action will be pursued in respect of their Asserted Overpayment Debt; and</li> </ul> </li> </ul> <p>in addition, all Category 5 Group Members.</p>
<b>Group Member Category</b>	means the category of a Group Member, that is, Category 1 for Category 1 Group Members, Category 2 for Category 2 Group Members, Category 3(a) for Category 3(a) Group Members, Category 3(b) for Category 3(b) Group Members, Category 4 for Category 4 Group Members and Category 5 for Category 5 Group Members.
<b>Individualised Assessment Process</b>	means the process by which the entitlement to and amount of a Settlement Payment (if any) is determined and made to an Eligible Claimant who has, by a Notice of Election, elected for an individualised assessment process set out in clauses 5.27–5.50 below.
<b>Knox Proceeding</b>	means proceeding <i>Knox &amp; Anor v Commonwealth of Australia &amp; Ors</i> (VID 982 of 2024), filed in the Court.
<b>Knox Applicants</b>	means Nathan Knox and David Mandell, the representative applicants in the Knox Proceeding.
<b>No Fixed Payment Claim Notice</b>	means a document substantially in the form of Annexure F to this Settlement Scheme given under clause 5.23(a) below.
<b>Notice of Claim</b>	means a document in substantially the form of Annexure DE to this Settlement Scheme that has been given to the Scheme Administrator by an Eligible Claimant (by which the Eligible Claimant opts for the Individualised Assessment Process).

<b>Notice of Election</b>	means a document in substantially the form of Annexure D to this Settlement Scheme.
<b>Notice of Proposed Settlement</b>	means a document in substantially the form of Exhibit B to Annexure A of the Deed, and that has been sent to Group Members or otherwise advertised to provide notification of the proposed Settlement Scheme.
<b>Notice of Request for Interview</b>	means a document substantially in the form of Annexure I to this Settlement Scheme given under clauses 5.27 and 5.34 below.
<b>Notice of Request for Re-Assessment</b>	means a document substantially in the form of Annexure K to this Settlement Scheme given under clause 5.40(b) below.
<b>Omni Bridgeway</b>	means Omni Bridgeway (Fund 5) Lion Pty Ltd (ACN 673 495 264), the litigation funder of the Knox Applicants in the Knox Proceeding.
<b>Online Portal</b>	means a website administered by the Scheme Administrator that, amongst other things, enables the Scheme Administrator to provide Registered Group Members with individualised forms, notices and messages and enables Registered Group Members to submit forms and upload documents.
<b>Parties</b>	means the Knox Applicants, the Prygodicz Applicants and the Commonwealth.
<b>Preliminary Notice of Assessment</b>	means a document substantially in the form of Annexure H to this Settlement Scheme given under clause 5.39 below, and prepared under clauses 5.27–5.38 below.
<b>Proceedings</b>	means the Prygodicz Proceeding and Knox Proceeding.
<b>Provisional Individual Claim Value</b>	means the provisional value of an Eligible Claimant's claim assessed under clauses 5.27 to 5.45 below.
<b>Prygodicz Applicants</b>	means Katherine Prygodicz, Elaine Porter, Steven Fritze, Felicity Button, Shannon Thiel and Devon Collins, being the representative applicants in the Prygodicz Proceeding.
<b>Prygodicz Proceeding</b>	means proceeding <i>Prygodicz &amp; Ors v Commonwealth of Australia</i> (VID 1252 of 2019), filed in the Court.
<b>Recategorisation Application</b>	means an application by a Group Member to be classified in a different Group Member Category from that in the Eligibility Notice provided for in clause 5.5 below.
<b>Recategorisation Group Member Notification</b>	means a notice substantially in the form of Annexure C to this Settlement Scheme and as described in clause 5.12 below.
<b>Registration Form</b>	means a document in substantially the same form as set out at Exhibit D to Annexure A of the Deed.
<b>Registered Group Member</b>	means a Group Member who has completed a Registration Form and given it to Gordon Legal and who has provided all requested consents to sharing of their personal information and all necessary confirmation of their authority to act on behalf of another person or an estate or as a legal personal representative.

<b>Registration Period</b>	means the period in which Group Members may register for the Settlement Scheme, as set out in the Notice of Proposed Settlement or any other notice approved by the Court (or as otherwise ordered by the Court).
<b>Registration Process</b>	means the document at Annexure A to the Deed and the description therein of steps which will be completed prior to the commencement of this Settlement Scheme.
<b>Remaining Distribution Amount</b>	the total amount of the Distribution and Interest Sum available following the distribution of the Fixed Payments.
<b>Robodebt Notification</b>	means correspondence or other notification (including by postal mail, email or through 'myGov' or 'Centrelink Express') generated by the Commonwealth referring to a difference between the income information obtained by Centrelink from the ATO and the information used by Centrelink in assessing Social Security Payment entitlements and requesting, requiring or reminding the Social Security Payment recipient to check, confirm, or update employment income information.
<b>Robodebt-raised Debt</b>	means an Asserted Overpayment Debt that was partly or wholly raised by or based upon averaged ATO income information used to calculate a person's fortnightly income, without evidence of the frequency or regularity with which income was earned.
<b>Scheme Administrator</b>	means the person(s) or entity(s) which is appointed by the Court to administer this Settlement Scheme.
<b>Scheme Commencement Date</b>	means two (2) Business Days after the date on which this Settlement Scheme is approved by the Court or such other date as ordered by the Court.
<b>Scheme End Date</b>	means thirty (30) Business Days following the Scheme Administrator's filing with the Court of a final report concerning the administration of this Settlement Scheme or such other date as ordered by the Court.
<b>Settlement Payment</b>	means a payment made to a Group Member from the Distribution and Interest Sum pursuant to this Settlement Scheme.
<b>Settlement Scheme Administration Costs Sum</b>	means an amount not exceeding \$60,000,000.00 (inclusive of GST) for the costs and disbursements of administering the Settlement Scheme.
<b>Social Security Payment</b>	means any of: (a) Newstart Allowance; (b) Youth Allowance; (c) Disability Support Pension; (d) Austudy Allowance; (e) Age Pension; (f) Carer Allowance Payment; (g) Parenting Payment; (h) Partner Allowance; (i) Sickness Allowance; (j) Special Benefit; (k) Widow A Allowance; or (l) Widow B Pension.
<b>Successful Fixed Payment Claim Notice</b>	means a document substantially in the form of Annexure G to this Settlement Scheme given under clause 5.23(b) below.



## **2. PREAMBLE AND OBJECT OF THIS SETTLEMENT SCHEME**

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- 2.1 This Settlement Scheme is intended to enable Group Members to make claims for the types of damages that would be available in a successful claim of misfeasance in public office. This Settlement Scheme provides Group Members with the ability to make a claim for loss that was materially contributed to by the assertion of a Robodebt-raised Debt, so as to receive part of the Compensation Sum.
- 2.2 The Settlement Scheme seeks to do this in a principled, efficient and streamlined manner having regard to the large number of Group Members. It does so by providing for:
- (a) a Group Member to tell the Scheme Administrator what losses they have suffered because of the assertion of a Robodebt-raised Debt, and provide information and materials to substantiate this;
  - (b) a Category 4 Group Member to be able to request a redetermination by the Scheme Administrator of the Group Member Category into which they fall;
  - (c) a Registered Group Member who is not an Eligible Claimant, and accordingly has no claim for damages entitling them to any part of the Compensation Sum, to be informed of this by the Scheme Administrator;
  - (d) a Group Member who is an Eligible Claimant to be able to elect for a Fixed Payment Process, which results in a Fixed Payment to them;
  - (e) alternatively, a Group Member who is an Eligible Claimant to be able to elect for an Individualised Assessment Process, under which the Eligible Claimant's claim for damages (limited to those heads of damage which would be available in a successful claim for misfeasance in public office) will be assessed applying certain principles and caps specified in this Settlement Scheme and otherwise applicable common law and statute, in order to quantify the loss that was materially contributed to by the assertion of a Robodebt-raised Debt;
  - (f) payments to Eligible Claimants of the Compensation Sum;
  - (g) the administration of this Settlement Scheme by the Scheme Administrator;
  - (h) various payments as approved by the Court and in connection with the Settlement Scheme, including for the costs of its administration, to Omni Bridgeway, and to the Knox Applicants and the Prygodicz Applicants for out-of-pocket expenses; and
  - (i) the eventual termination of this Settlement Scheme and record-keeping.

**3. SCHEME ADMINISTRATOR AND ADMINISTRATION OF THIS SETTLEMENT SCHEME**

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- 3.1 The Scheme Administrator will administer this Settlement Scheme pursuant to the terms of the Deed and this Settlement Scheme. In the event of any inconsistency, the terms of the Deed shall prevail.
- 3.2 The Scheme Administrator may administer this Settlement Scheme by any of its officers, employees and/or agents as it considers necessary.
- 3.3 The Scheme Administrator, its officers, employees and agents will not have any liability arising from or in connection with the administration of this Settlement Scheme, except where any of them acts fraudulently or dishonestly.
- 3.4 The Scheme Administrator will ensure compliance with the data security measures set out in the Deed.
- 3.5 The Scheme Administrator will effect and maintain professional indemnity insurance with a limit of indemnity of not less than \$10 million per claim and in the aggregate for all claims in any 12 month policy period, and including an automatic right of reinstatement, which covers the liability of the Scheme Administrator for any and all Claims arising from or in connection with the administration of the Knox Settlement Distribution Scheme (including the costs of defending such claims).
- 3.6 Save where the Scheme Administrator or its officers, employees and agents act fraudulently or dishonestly, the Scheme Administrator will first have recourse to its insurance and only thereafter be indemnified first out of the Settlement Scheme Administration Costs Sum (and interest thereon), and second out of the Compensation Sum (and interest thereon) for any Claims made against the Scheme Administrator in connection with the administration of this Settlement Scheme.
- 3.7 The Scheme Administrator may pay the Costs of defending any Claims made against it in connection with the administration of this Settlement Scheme out of the Settlement Scheme Administration Costs Sum but, if it is found (after the exhaustion of any appeal(s) or applications for leave to appeal from such a finding or orders following thereon) that the Scheme Administrator or its officers, employees and agents has acted fraudulently or dishonestly, the Scheme Administrator must reimburse to the Costs paid.
- 3.8 The Scheme Administrator may:
- (a) to ensure the operation of the Settlement Scheme, implement any processes or procedures required;

- (b) (without limiting clause 3.8(a) above) seek to make and enter into arrangements with the Commonwealth or Commonwealth statutory bodies to assist Eligible Claimants who receive a Settlement Payment to comply with laws relating to any recovery payments and related notices, determinations or rulings in relation to the Settlement Payment, including under the *Social Security Act 1991* (Cth), the *Health and Other Services (Compensation) Act 1995* (Cth), the *National Disability Insurance Scheme Act 2013* (Cth), other legislation relating to receipt and reimbursement of Commonwealth benefits and legislation relating to taxation;
  - (c) if it considers it necessary, seek any advice (including expert advice);
  - (d) if it considers it necessary, apply to the Court for this Settlement Scheme to be amended; and
  - (e) in administering the Settlement Scheme, extend any time or deadline in the Settlement Scheme, except for those in clauses 5.53 and 9.2 below.
- 3.9 Notwithstanding clauses 3.1–3.8, the Scheme Administrator, subject to any orders of the Court, must not act as the solicitor for the representative applicants in the Proceedings in relation to the administration of the Settlement Scheme.

#### **4. STEPS TO OCCUR PRIOR TO THE COMMENCEMENT OF THIS SETTLEMENT SCHEME**

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- 4.1 Prior to the approval by the Court of this Settlement Scheme (or otherwise as directed by the Court), the steps described in the Registration Process will have occurred, specifically issue of notice of the proposed settlement, registration by Group Members and check of eligibility and categorisation by Gordon Legal with the Commonwealth.

#### **5. CLAIMS ASSESSMENT AND DISTRIBUTION PROCESS**

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##### Phase 1: Initial Payments and Settlement Scheme Administration Costs

- 5.1 Within **thirty (30) Business Days** of Court Approval (or such other time as ordered by the Court), the Commonwealth will pay the Compensation Sum into the Scheme Administrator's interest-bearing controlled monies account.
- 5.2 Within **two (2) Business Days** after the date on which the payment under clause 5.1 above is received by the Scheme Administrator, the Scheme Administrator will make payment from the Compensation Sum to:
- (a) Omni Bridgeway, subject to Court approval, as provided in any Common Fund Order made by the Court; and

- (b) the Knox Applicants and the Prygodicz Applicants in respect of their acting as lead applicants, subject to Court approval, if and insofar as ordered by the Court.
- 5.3 The Compensation Sum is to be held in the Scheme Administrator's interest-bearing controlled monies account until distributions are made to Group Members (or otherwise) in accordance with this Settlement Scheme.
- 5.4 The Settlement Scheme Administration Costs are to be paid to the Scheme Administrator by the following process (or any other process ordered by the Court):
- (a) After the end of each quarter, the Scheme Administrator will provide to the Costs Assessor a draft tax invoice for the costs incurred in the administration of the Settlement Scheme in that quarter.
  - (b) The Costs Assessor will review the draft tax invoice to determine whether the costs claimed by the Scheme Administrator were fairly and reasonably incurred. In undertaking that review, the Costs Assessor may make reasonable requests for information and documents from the Scheme Administrator, and the Scheme Administrator must respond to such requests within a reasonable period.
  - (c) Where the Costs Assessor is satisfied that all of the costs were fairly and reasonably incurred, it will issue the Scheme Administrator and the Commonwealth with a final tax invoice that states the amount of costs which the Costs Assessor has determined that the Scheme Administrator is entitled to invoice to the Commonwealth.
  - (d) Where the Costs Assessor is not satisfied that all of the costs were fairly and reasonably incurred:
    - (i) the Costs Assessor will identify in writing the costs in respect of which it is not so satisfied and provide the Scheme Administrator with a revised draft tax invoice excluding those amounts;
    - (ii) the Scheme Administrator may make submissions to the Costs Assessor in respect of the revised draft tax invoice within **ten (10) Business Days** after the day on which the revised draft tax invoice is received by the Scheme Assessor;
    - (iii) the Costs Assessor must, within **twenty (20) Business Days** after the latter of (i) the date on which it states in writing that it is not satisfied that costs were fairly and reasonably incurred and (ii) the date on which it receives any submissions from the Scheme Administrator under clause 5.4(d)(ii) above:
      - (1) consider the Scheme Administrator's submissions (if any); and

- (2) issue the Scheme Administrator and the Commonwealth with a final tax invoice that indicates (A) what costs it has determined were and were not fairly and reasonably incurred and (B) the amount of costs which it has determined that the Scheme Administrator is entitled to invoice to the Commonwealth.
- (e) The Cost Assessor's determinations in paragraphs 5.4(c) above and 5.4(d)(iii) above, and the final tax invoices, are final and binding. The Commonwealth must pay to the Scheme Administrator the amounts for which the Costs Assessor determines that the Scheme Administrator is entitled to invoice the Commonwealth, as set out in the final tax invoice, within **twenty (20) Business Days** after the date of receipt by the Commonwealth of the final tax invoice.

Phase 2: Group Member Categorisation and Eligible Claimants

- 5.5 Within **fifteen (15) Business Days** following the Court's appointment of a Scheme Administrator to administer this Settlement Scheme, the Scheme Administrator will cause an Eligibility Notice to be issued to all persons who completed a Registration Form, identifying whether or not they are eligible to participate in the Settlement Scheme.
- 5.6 The Eligibility Notice will advise:
- (a) Registered Group Members:
    - (i) of the Group Member Category into which they have been categorised by the Commonwealth;
    - (ii) who are Category 1 Group Members, Category 2 Group Members, Category 3(a) Group Members, Category 3(b) Group Members, and Category 5 Group Members, that they are eligible to participate in this Settlement Scheme; and
    - (iii) who are Category 4 Group Members, that they are not eligible to participate in the Settlement Scheme; and
    - (iv) that Category 4 Group Members may complete and return to the Scheme Administrator a Recategorisation Application Notice if (i) they believe that the Commonwealth's classification of their Group Member Category is incorrect and (ii) they are able to provide an explanation and any relevant evidence as to why they consider the categorisation is not correct ;
  - (b) persons who completed a Registration Form but who are not Group Members (or not able to positively identified as a Group Member by the information provided) , that they are not eligible to participate in this Settlement Scheme.

- 5.7 A Registered Category 4 Group Member may, by no later than **ten (10) Business Days** after being given a Notice of Eligibility, give to the Scheme Administrator:
- (a) a completed Recategorisation Application Notice which must include or be accompanied by:
    - (i) an explanation of why the Registered Category 4 Group Member considers they are in a different Group Member Category; and
    - (ii) all supporting information or documents relevant to categorisation which the Registered Category 4 Group Member can provide.
- 5.8 Within **thirty-five (35) Business Days** of the last date for a Registered Category 4 Group Member to give the Scheme Administrator a Recategorisation Application Notice, the Scheme Administrator will review each completed Recategorisation Application Notice and supporting information or documents and determine each application.
- 5.9 The determination of a Recategorisation Application by the Scheme Administration shall have effect only for the purposes of determining a person's categorisation for the purposes of participating in the Settlement Scheme.
- 5.10 Where a Registered Group Member is (or is determined to be) a member of two or more Group Member Categories, they will be assigned to the Group Member Category that would, if the Registered Group Member were an Eligible Claimant and were to elect to receive a Fixed Payment, result in the highest distribution of the Compensation Sum to them. For the avoidance of doubt, a Category 5 Group Member may be assigned both to Category 5 in respect of a deceased Group Member and to a different Group Member Category in respect of their own Robodebt-raised Debt.
- 5.11 A Registered Group Member will be an Eligible Claimant if and only if:
- (a) the Registered Group Member has given a Registration Form to the Scheme Administrator by the date set out in the Notice of Proposed Settlement or in accordance with any other Court-approved notice (or as otherwise ordered by the Court); and
  - (b) provided all necessary consents and authorisations to act; and
  - (c) the Registered Group Member has:
    - (i) been determined by the Commonwealth to be in an Eligible Group Member Category; or
    - (ii) has made a Recategorisation Application and has been determined by the Scheme Administrator to be in an Eligible Group Member Category.

- 5.12 Within **fifteen (15) Business Days** after the date by which all Recategorisation Applications are to be determined, the Scheme Administrator will give a notice in the form of the Recategorisation Group Member Notification to all Registered Category 4 Group Members who made a Recategorisation Application.

Phase 3: Issue, completion and giving of Notice of Election

- 5.13 Within **thirty (30) Business Days** after the date by which all Recategorisation Group Member Notifications are given by the Scheme Administrator under clause 5.12 above, the Scheme Administrator will cause a Notice of Election to be given to all Eligible Claimants. The Notice of Election will enclose a Notice of Claim. The Notice of Claim must only be completed by Eligible Claimants who elect for the Individualised Assessment Process.
- 5.14 By completing and giving the Notice of Election to the Scheme Administrator, the Eligible Claimant elects between a Fixed Payment Process and an Individualised Assessment Process and (where relevant) is able and invited to provide information and material that supports their claim. Supporting material may include, for example and without limitation:
- (a) a statutory declaration;
  - (b) documents demonstrating economic loss (such as receipts, bills or invoices for costs, evidence of non-attendance at work, or correspondence with advisors); and/or
  - (c) documents demonstrating non-economic loss (such as clinical notes, certificates of incapacity, and reports from medical or allied health professionals).
- 5.15 An Eligible Claimant who elects for:
- (a) the Fixed Payment Process must give their completed Notice of Election and any supporting material to the Scheme Administrator within **sixty (60) Business Days** after the date on which the Notice of Election is sent to them; or
  - (b) the Individualised Assessment Process must give their completed Notice of Election including a completed Notice of Claim and any supporting material to the Scheme Administrator within **ninety (90) Business Days** after the date on which the Notice of Election is sent to them.
- 5.16 An Eligible Claimant who elects for the Fixed Payment Process must provide the following information in their completed Notice of Election:
- (a) Bank Account Name;
  - (b) Bank/State/Branch Number; and
  - (c) Bank Account Number.

- 5.17 Category 5 Eligible Claimants may only elect for the Individualised Assessment Process.
- 5.18 For the avoidance of doubt, an Eligible Claimant who opts for the Individualised Assessment Process will have their claim assessed on the information and materials provided by the Eligible Claimant. Eligible Claimants who elect for the Individualised Assessment Process will not necessarily receive any or a higher Settlement Payment from the Compensation Sum than if that Eligible Claimant had elected for the Fixed Payment Process.
- 5.19 An Eligible Claimant's election for the Fixed Payment Process is final and binding.

Phase 3A: Fixed Payment Process

- 5.20 Any Eligible Claimant who gives to the Scheme Administrator a completed Notice of Election that elects for the Fixed Payment Process by no later than the last date to do so will have their claim assessed by the Scheme Administrator according to the Fixed Payment Process.
- 5.21 Within **sixty (60) Business Days** of the last date for Eligible Claimants to give to the Scheme Administrator a completed Notice of Election that elects for the Fixed Payment Process, the Scheme Administrator will make the determination set out in the next paragraph on the basis of the Scheme Administrator's assessment of the completed Notice of Election and any information or materials provided by the Eligible Claimant, including any statutory declaration or any other supporting information or material provided, as well as the Eligible Claimant's Group Member Category.
- 5.22 An Eligible Claimant will be determined to be entitled to:
- (a) a Settlement Payment of the Fixed Payment A, if they are in Group Member Category 2 or 3(a); or
  - (b) a Settlement Payment of the Fixed Payment B, if they are in Group Member Category 1 or 3(b) and have provided information and/or materials that satisfy the Scheme Administrator, on the balance of probabilities, that the Eligible Claimant suffered economic loss or compensable non-economic loss (for example, personal injury or a recognised psychiatric or psychological condition) that is not so minor that it should be disregarded and that this was materially contributed to by the assertion of a Robodebt-raised Debt.
- 5.23 Within **ninety (90) Business Days** of the last date for Eligible Claimants to lodge a Notice of Election that elects for the Fixed Payment Process, the Scheme Administrator will:



- (a) by giving the Eligible Claimant a No Fixed Payment Claim Notice, inform any Eligible Claimant who elected for the Fixed Payment Process but did not meet the criteria in clause 5.22 above that they are not entitled to a Settlement Payment of a Fixed Payment and that they cannot apply for the Individualised Assessment Process; and
  - (b) by giving the Eligible Claimant a Successful Fixed Payment Claim Notice, inform any Eligible Claimant who elected for the Fixed Payment Process and meets the criteria in clause 5.22 above that they are entitled to a Settlement Payment of Fixed Payment, whether this is a Fixed Payment A or a Fixed Payment B and that they are not entitled to apply for the Individualised Assessment Process.
- 5.24 Within **ninety (90) Business Days** of the last date for Eligible Claimants to lodge a Notice of Election that elects for the Fixed Payment Process, the Scheme Administrator shall, in accordance with the Scheme Administrator's determination (and subject to the other provisions of this Settlement Scheme), make a Fixed Payment A or Fixed Payment B to each Eligible Claimant who meets the criteria in clause 5.22 above.
- 5.25 The Scheme Administrator shall, where and to the extent reasonably practicable, assist Eligible Claimants who receive a payment under clause 5.24 above to comply with laws relating to any recovery payments and related notices, determinations or rulings in relation to the Settlement Payment, including under the *Social Security Act 1991* (Cth), the *Health and Other Services (Compensation) Act 1995* (Cth), the *National Disability Insurance Scheme Act 2013* (Cth), other legislation relating to receipt and reimbursement of Commonwealth benefits and legislation relating to taxation.

#### Phase 3B: Individualised Assessment Process

- 5.26 Any Eligible Claimant who gives to the Scheme Administrator a completed Notice of Election that elects for the Individualised Assessment Process by no later than the last date to do so will have their claim assessed by the Scheme Administrator according to the Individualised Assessment Process.

#### *Stage A Claim Assessment*

- 5.27 Within **three hundred and sixty (360) Business Days** of the Scheme Administrator receiving an Eligible Claimant's completed Notice of Claim electing for the Individualised Assessment Process, the Scheme Administrator will make a preliminary assessment of the Eligible Claimant's claim, including the amount of the Settlement Payment to which the Eligible Claimant is entitled, in accordance with and subject to the other provisions of this Settlement Scheme, having regard to the information and materials in that Claimant's completed Notice of Claim and, if relevant, the interview information obtained pursuant to clause 5.34 below.

- 5.28 A preliminary assessment will describe the Scheme Administrator's preliminary assessment of an Eligible Claimant's claim, including the amount of the Settlement Payment to which the Eligible Claimant is entitled.
- 5.29 Within **one hundred and eighty (180) Business Days** of the Scheme Administrator receiving an Eligible Claimant's completed Notice of Claim, and provided it is prior to the issue of a Preliminary Notice of Assessment to the Eligible Claimant, that Eligible Claimant may request the Scheme Administrator change their election to the Fixed Payment Process.
- 5.30 Within **twenty (20) Business Days** of receiving this request, the Scheme Administrator will determine whether that Eligible Claimant satisfies the criteria for a Fixed Payment pursuant to clause 5.20 above. The Scheme Administrator's determination of an Eligible Claimant's request to change their election to the Fixed Payment Process is final and binding.
- 5.31 Within **five (5) Business Days** of determining an Eligible Claimant's request pursuant to this clause, the Scheme Administrator will inform Eligible Claimants who are determined to satisfy the relevant criteria that they will receive a Fixed Payment within **thirty (30) Business Days** (including whether this will be a Fixed Payment A or a Fixed Payment B) and that their claim will not be further assessed under the Individualised Assessment Process.
- 5.32 In making a preliminary assessment of and/or in assessing an Eligible Claimant's claim, the Scheme Administrator will:
- (a) assess claims on the balance of probabilities and having regard to the probative value of any information or material provided;
  - (b) apply all relevant common law principles or applicable statutory provisions relating to the assessment of damages;
  - (c) take into account pre-existing injuries, illnesses and conditions;
  - (d) apply the Claims Assessment Principles, which are those described in subclauses (e)–(j) below (and which prevail, to the narrowest extent necessary for the Claims Assessment Principles to be given effect, over any relevant common law principles and, insofar as permitted by law, any applicable statutory provisions):
  - (e) **Compensation for economic loss:**
    - (i) To allow compensation for economic loss, the Scheme Administrator must be satisfied that the loss claimed by the Eligible Claimant was materially contributed to by the assertion of a Robodebt-raised debt.

- (ii) The Scheme Administrator must exclude any portion of a claim for economic loss that consists of:
  - (1) the amount of an Asserted Overpayment Debt that was paid by the Eligible Claimant and later repaid by the Commonwealth, including as a result of the Prygodicz Proceeding;
  - (2) any amount in respect of interest on such an Asserted Overpayment Debt.
- (iii) The amount allowed in respect of economic loss must not be greater than the actual loss suffered by the Eligible Claimant,
- (f) **Compensation for non-economic loss other than arising from a personal injury, including distress and inconvenience, which is consequential on economic loss:**
  - (i) To allow compensation for non-economic loss other than that arising from a personal injury, the Scheme Administrator must be satisfied that the loss claimed by the Eligible Claimant was:
    - (1) materially contributed to by the assertion of a Robodebt-raised debt; and
    - (2) is consequential on economic loss.
  - (ii) For the avoidance of doubt (and for the purposes of assessment of compensation for non-economic loss other than arising from a personal injury only), the Scheme Administrator will assume that each Category 2 and 3(a) Group Member has suffered economic loss.
  - (iii) The amount allowed in respect of non-economic loss other than that arising from a personal injury must not be greater than the actual loss suffered by the Eligible Claimant, and must not exceed \$20,000.00.
- (g) **Compensation for personal injury including recognised psychiatric or psychological illness or condition:**
  - (i) To allow compensation for non-economic loss arising from personal injury, the Scheme Administrator must be satisfied that:
    - (1) The injury and loss claimed by the Eligible Claimant was materially contributed to by the assertion of a Robodebt-raised debt; and

- (2) the Eligible Claimant has provided supporting material from a medical practitioner or allied health professional that establishes that they have suffered the personal injury and that it was materially contributed to by the assertion of a Robodebt-raised debt.
  - (ii) To allow compensation for loss arising from personal injury which amounts to mental harm (except for pain, suffering and loss of amenity), the Scheme Administrator must, in addition, be satisfied that the loss claimed by the Eligible Claimant amounts to a recognised psychiatric or psychological illness or condition.
  - (iii) The amount allowed in respect of non-economic loss arising from personal injury must not be greater than the actual loss suffered by the Eligible Claimant, and must not exceed \$50,000.00.
- (h) **Compensation akin to aggravated damages:**
- (i) To allow compensation akin to aggravated damages, the Scheme Administrator must be satisfied that the aggravation of harm claimed by the Eligible Claimant was significantly contributed to by specific aspects of the assertion of a Robodebt-raised debt.
- (i) **Claims by the estate or personal legal representatives of a deceased Group Member for compensation for loss suffered by or in respect of that Group Member:**
- (i) For the avoidance of doubt, the principles and caps on loss (if any) set out in subclauses (e)–(h) above apply to any claims by the estate or legal personal representatives of a deceased Group Member.
  - (ii) The Scheme Administrator may allow reasonable expenses incurred towards the funeral and burial arrangements of a deceased Group Member.
  - (iii) To allow such compensation for the reasonable expenses incurred towards the funeral and burial arrangements of a deceased Group Member, the Scheme Administrator must be satisfied that:
    - (1) the Group Member's death was materially contributed to by the assertion of a Robodebt-raised debt; and
    - (2) the Eligible Claimant has provided supporting material from a medical practitioner that establishes that the Group Member's death was materially contributed to by the assertion of a Robodebt-raised debt;

- (3) Sub-clause (2) does not apply if the Scheme Administrator receives evidence that the Group Member died by suicide.
- (iv) The amount allowed in respect of claims by the estate or personal legal representative of a deceased Group Member for the reasonable expenses described at (ii) above, must not exceed the actual expenses incurred towards the funeral and burial arrangements of the deceased Group Member.
- (j) **Compensation for persons who at the time of the death of a deceased Group Member were in a close personal relationship with that person:**
  - (i) To allow compensation for loss suffered by persons who, at the time of the death of a deceased Group Member, where in a close personal relationship with that person, the Scheme Administrator must be satisfied that:
    - (1) the deceased Group Member was a Category 1 Group Member, a Category 2 Group Member, a Category 3a Group Member or a Category 3b Group Member;
    - (2) the Eligible Claimant was in a close personal relationship with the deceased Group Member at the time of their death;
    - (3) the death of the deceased Group Member was materially contributed to by the assertion of a Robodebt-raised debt;
    - (4) the Eligible Claimant has provided supporting material from a medical practitioner that establishes that the Group Member's death was materially contributed to by the assertion of a Robodebt-raised debt (although this is not required if the Scheme Administrator receives evidence that the Group Member died by suicide);
    - (5) the Eligible Claimant has suffered personal injury (including a recognised psychiatric or psychological illness or condition) that was materially contributed to by the death of the deceased Group Member;
    - (6) the Eligible Claimant has provided supporting material from a medical practitioner that establishes that the personal injury was materially contributed to by the death of the deceased Group Member;
    - (7) the loss is due to the suffering of the personal injury

- (ii) Any amount allowed in respect of non-economic loss other than that arising from a personal injury must not be greater than the actual loss suffered by the Eligible Claimant, and must not exceed \$20,000.00.
    - (iii) Any amount allowed in respect of non-economic loss amounting to a personal injury must not be greater than the actual loss by the Eligible Claimant, and must not exceed \$50,000.00.
  - (k) **Compensation by way of interest:**
    - (i) In considering the reasonableness of the amount to which the Eligible Claimant has been assessed as being entitled, the Scheme Administrator will take into account the interest as damages (and/or as interest on other damages allowed) that would ordinarily be recoverable in accordance with common law principles and/or statute.
- 5.33 The Scheme Administrator will take into account the information and materials provided by the Eligible Claimant, and any other matters that the Scheme Administrator, acting reasonably, considers relevant, when considering their claim.
- 5.34 If the Scheme Administrator, having considered an Eligible Claimant's Notice of Claim, considers, acting reasonably, that they require additional information to make a determination in respect of the Eligible Claimant's claim, the Scheme Administrator may:
- (a) request an interview with the Eligible Claimant by following the process in clause 5.35 below; and/or
  - (b) request that the Eligible Claimant provide any information and/or materials by following the process in clause 5.36 below.
- 5.35 If the Scheme Administrator decides to request an interview with an Eligible Claimant, the following process shall apply:
- (a) The Scheme Administrator shall give the Eligible Claimant a Notice of Request for Interview which identifies the matters in relation to which the Scheme Administrator considers they require additional information.
  - (b) If the Eligible Claimant responds to the Notice of Request for Interview within **twenty (20) Business Days** after the date on which that notice is given, the Scheme Administrator and the Eligible Claimant will agree upon a time and date for the interview (which may occur by the Eligible Claimant choosing an available date in an online system).
  - (c) The interview will be conducted via Microsoft Teams conference or, if that is not reasonably possible, via telephone conference.

- (d) If the Eligible Claimant does not respond to the Notice of Request for Interview within the period in subclause 5.35(b) above, or if the Eligible Claimant does not attend the interview at the time and date agreed under subclause 5.35(b) above, the Scheme Administrator will make their determination on the basis of the information and material that they have and (if they consider appropriate) taking into account the failure of the Eligible Claimant to respond or to attend the interview.
- 5.36 If the Scheme Administrator decides to request information and/or materials from the Eligible Claimant, the following process shall apply:
- (a) The Scheme Administrator shall give the Eligible Claimant a Notice of Request for Information which identifies the matters in relation to which the Scheme Administrator considers they require additional information.
  - (b) The Eligible Claimant will be required to respond to the Notice of Request for Information within **twenty (20) Business Days** after the date on which the notice is given.
  - (c) If the Eligible Claimant does not respond to the Notice of Request for Information within the period in subclause 5.34(b) above, the Scheme Administrator will make their determination on the basis of the information and material that they have and (if they consider appropriate) taking into account the failure of the Eligible Claimant to respond to the request for information.

*Stage B Moderation by the Scheme Administrator*

- 5.37 Within **eighty-five (85) Business Days** of completing all preliminary assessments, the Scheme Administrator will undertake moderation of them to ensure that, as far as reasonably practicable, the Scheme Administrator has applied the Claims Assessment Principles and otherwise assessed claims consistently.
- 5.38 The Scheme Administrator may modify any preliminary assessment in light of the moderation provided for in clause 5.37 above, or for any other reason, before a Preliminary Notice of Assessment is given to the Eligible Claimant in accordance with paragraph 5.39 below.

*Stage C Giving of Preliminary Notices of Assessment to Eligible Claimants*

- 5.39 Within **five (5) Business Days** of completing the moderation under clause 5.37 above, the Scheme Administrator will give each relevant Eligible Claimant a Preliminary Notice of Assessment. The Preliminary Notice of Assessment will request the following information from each Eligible Claimant:
- (a) Bank Account Name;

- (b) Bank/State/Branch Number; and
- (c) Bank Account Number.

*Stage D Re-assessment of Preliminary Notices of Assessment*

- 5.40 Within **sixty (60) Business Days** after the date on which a Preliminary Notice of Assessment is given to an Eligible Claimant, the Eligible Claimant must either:
- (a) accept the Scheme Administrator's assessment of their claim; or
  - (b) seek a re-assessment of their claim by giving to the Scheme Administrator a Notice of Request for Re-Assessment.
- 5.41 An Eligible Claimant who is given a Preliminary Notice of Assessment is taken to accept it if they:
- (a) do not respond to the Scheme Administrator; or
  - (b) in any event, do not give the Scheme Administrator a Notice of Request for Re-Assessment within the period in clause 5.40 above.
- 5.42 If an Eligible Claimant accepts the Preliminary Notice of Assessment, the amount specified in that notice is the Provisional Individual Claim Value for that Eligible Claimant.
- 5.43 An Eligible Claimant who gives to the Scheme Administrator a Notice of Request for Re-Assessment may at the same time give the Scheme Administrator new information and materials, including submissions and/or documents, (being information or materials, including submissions and/or documents, that have not previously been given to the Scheme Administrator).
- 5.44 Within **ninety (90) Business Days** after the date on which an Eligible Claimant gives to the Scheme Administrator a Notice of Request for Re-Assessment (and any further information and materials):
- (a) the Scheme Administrator will consider the Notice of Request for Re-Assessment and any further information and materials;
  - (b) make a final determination of the Provisional Individual Claim Value; and
  - (c) give a revised Preliminary Notice of Assessment to the Eligible Claimant, which will include the Provisional Individual Claim Value, and which may:
    - (i) differ from the Provisional Individual Claim Value contained in the Preliminary Notice of Assessment;
    - (ii) confirm the Provisional Individual Claim Value contained in the Preliminary Notice of Assessment.



- 5.45 The Eligible Claimant will receive the Provisional Individual Claim Value, as stated in the Preliminary Notice of Assessment or revised Preliminary Notice of Assessment (as the case may be), subject to the calculations by the Scheme Administrator and adjustment of that amount under clauses 5.46–5.48 below.

Phase 4: Settlement Scheme Distribution Phase

*Stage A Calculation of Settlement Payment Amounts*

- 5.46 Within **thirty (30) Business Days** of all Preliminary Notices of Assessment (including revised Preliminary Notices of Assessment) being given to Eligible Claimants, the Scheme Administrator shall undertake the following calculations to determine the Combined Individualised Assessment Amount and the Remaining Distribution Amount:
- (a) The Combined Individualised Assessment Amount shall be the total of each Final Notice of Assessment amount; and
  - (b) Remaining Distribution Amount shall be the Distribution and Interest Sum (as it stands at that time) less the total amount distributed in accordance with the Fixed Payment Process.
- 5.47 If the Remaining Distribution Amount is less than the Combined Individualised Assessment Amount, each Provisional Individual Claim Value will be reduced pro-rata so that the Combined Individualised Assessment Amount does not exceed the Remaining Distribution Amount, to generate the Settlement Payment for each relevant Eligible Claimant.
- 5.48 In the event that the Remaining Distribution Amount (including the interest accrued) is greater than the Combined Individualised Assessment Amount, the difference between the Remaining Distribution Amount (including the interest accrued) and the Combined Individualised Assessment Amount is to be returned to the Commonwealth within **twenty (20) Business Days** following final distribution made under clause 5.49(b) below.

*Stage B Distribution of Settlement Payments*

- 5.49 Within **fourteen (14) Business Days** of the calculations required by clauses 5.46–5.48 above, the Scheme Administrator will:
- (a) give Final Notices of Assessment containing each relevant Eligible Claimant's Settlement Payment to each relevant Eligible Claimant; and
  - (b) pay the Settlement Payment to each relevant Eligible Claimant from the Distribution and Interest Sum.

- 5.50 Settlement Payments will be paid into the Eligible Claimant's nominated bank account, as provided by the Eligible Claimant.
- 5.51 The Scheme Administrator shall, where and to the extent reasonably practicable, assist Eligible Claimants who receive a payment under clause 5.49 above to comply with laws relating to any recovery payments and related notices, determinations or rulings in relation to the Settlement Payment, including under the *Social Security Act 1991* (Cth), the *Health and Other Services (Compensation) Act 1995* (Cth), the *National Disability Insurance Scheme Act 2013* (Cth), other legislation relating to receipt and reimbursement of Commonwealth benefits and legislation relating to taxation.

Phase 5: Termination of this Settlement Scheme and Retention of Records by the Scheme Administrator

- 5.52 Within **thirty (30) Business Days** after all Final Notices of Assessment have been issued and all Settlement Payments to the Eligible Claimants have been made, the Scheme Administrator shall file with the Court and serve on the Commonwealth a final report concerning the administration of this settlement Scheme.
- 5.53 The Scheme Administrator will retain all data, documents and information in relation to the Settlement Scheme for a period of 7 years after the Scheme End Date and shall thereafter destroy all such data, documents and information (save for the Scheme Administrator's own internal working papers and any documents the Scheme Administrator is required by law or any insurer to retain).

**6. GIVING AND RECEIVING NOTICES**

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- 6.1 Save where otherwise expressly provided in this Settlement Scheme, any notice or other document that needs to be given or sent to the Scheme Administrator may be given by:
- (a) completing and submitting an online form or uploading a document on the Online Portal;
  - (b) completing and emailing the notice to [robodebt@gordonlegal.com.au](mailto:robodebt@gordonlegal.com.au); or
  - (c) downloading a copy of the notice from the website of Gordon Legal and completing it (where relevant) and sending the notice or other document by post to the office of Gordon Legal.
- 6.2 Any notice or other document shall be taken to be given or sent to the Scheme Administrator:

- (a) in the case of subclause 6.1(a) above, when the person completing the online form receives confirmation on the Online Portal that the form has been successfully submitted;
  - (b) in the case of subclause 6.1(b) above, when the email is sent, so long as the sender does not receive a response indicating that the email has not been delivered; and
  - (c) in the case of subclause 6.1(c) above, the earlier of (i) when the notice or other document is received by Gordon Legal or (ii) two days after the date shown on the postmark or equivalent on the envelope containing the document or form (if any), unless returned to sender.
- 6.3 Save where otherwise expressly provided in this Settlement Scheme, any notice or other document that needs to be given or sent to a Registered Group Member may be given by:
- (a) making it available to the Registered Group Member on the Online Portal and issuing a notification of its availability to the email address of the Registered Group Member provided to the Scheme Administrator by the Commonwealth (or, where the Registered Group Member has provided an email address for contact to the Scheme Administrator, to that email address); or
  - (b) sending it to the email address of the Registered Group Member provided to the Scheme Administrator by the Commonwealth (or, where the Registered Group Member has provided an email address for contact to the Scheme Administrator, to that email address); or
  - (c) sending a link to the notice or other document by SMS (or equivalent) to the mobile telephone number or email address of the Registered Group Member provided to the Scheme Administrator by the Commonwealth (or, where the Registered Group Member has provided a mobile number or email address for contact to the Scheme Administrator, to that mobile number or email address); or
  - (d) sending it by post to the address of the Registered Group Member provided to the Scheme Administrator by the Commonwealth (or, where the Registered Group Member has provided an address for contact to the Scheme Administrator, to that address).

- 6.4 Any notice or other document shall be taken to be given or sent to the Registered Group Member:
- (a) on the **next Business Day** after the Scheme Administrator makes it available to the Registered Group Member on the Online Portal and issues a notification of its availability to the email address of the Registered Group Member provided to the Scheme Administrator by the Commonwealth (or, where the Registered Group Member has provided an email address for contact to the Scheme Administrator, to that email address);
  - (b) in the case of subclause 6.3(b) above, when the email is sent, so long as the sender does not receive a response indicating that the email has not been delivered; and
  - (c) in the case of subclause 6.3(c) above, the earlier of (i) when the link is accessed and (ii) **five (5) Business Days** after the date on which the SMS (or equivalent) or email containing the link is sent;
  - (d) in the case of subclause 6.3(d) above, the latter of **five (5) Business Days** after (i) the date on which it is sent by post or (ii) the date shown on the postmark or equivalent on the envelope containing the notice or document (if any), unless returned to sender.
- 6.5 To ensure the administration of this Settlement Scheme is as efficient as possible, the Online Portal will be the Scheme Administrator's primary and preferred means of providing notices for completion, giving notices to and receiving completed notices and other documents from Registered Group Members.

## **7. MECHANICS OF MAKING PAYMENTS TO ELIGIBLE CLAIMANTS**

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- 7.1 Before making a Settlement Payment, the Scheme Administrator will undertake an identification verification process with the Eligible Claimant.
- 7.2 The Scheme Administrator shall make such attempts as they consider reasonable to contact and make enquiries of the Eligible Claimant to verify their identity and/or to obtain any other necessary information to make a payment to the Eligible Claimant.
- 7.3 If the Scheme Administrator is unable, to their satisfaction, contact an Eligible Claimant, to verify their identity and/or to obtain any other necessary information:
- (a) the Scheme Administrator shall not make any payment to the Eligible Claimant unless the Scheme Administrator has been able to contact the Eligible Claimant, verify their identity and/or obtain any other necessary information to their satisfaction; and

- (b) the Scheme Administrator shall, for **sixty (60) Business Days** after the date on which the Scheme Administrator determines they are so unable, make such further attempts as they consider reasonable to contact and make enquiries of the Eligible Claimant to verify their identity and/or to obtain any other necessary information.

7.4 If after the period in clause 7.3(b) above has elapsed the Scheme Administrator remains unable, to their satisfaction, to contact an Eligible Claimant, to verify their identity and/or to obtain any other necessary information, the Eligible Claimant is not entitled to any payment and, instead, the amount to which the Eligible Claimant is entitled shall be paid to the Commonwealth at the end of the quarter in which the period in clause 7.3(b) above elapses.

## **8. FAILURE TO COMPLETE STEP BY ELIGIBLE CLAIMANT**

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8.1 If an Eligible Claimant fails to take a step they are required to take within the period specified in this Settlement Scheme, the person ceases to be an Eligible Claimant unless the Scheme Administrator determines otherwise. The Scheme Administrator must determine otherwise unless doing so would seriously prejudice (including delay) the distribution process or result in significant wasted costs.

## **9. GENERAL PROVISIONS**

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9.1 The Settlement Scheme will operate from the Scheme Commencement Date.

9.2 The Settlement Scheme shall cease to operate:

- (a) save as set out in clause 5.53 above, on the Scheme End Date; and
- (b) as set out in clause 5.53 above, immediately after the destruction of data, documents and information has occurred in accordance with that clause.

9.3 All provisions of this Settlement Scheme, including any dates, may be modified by order of the Court.

9.4 Services Australia, on behalf of the Commonwealth shall, upon a reasonable request from the Scheme Administrator for information that is essential to the Scheme Administrator's individual assessment of a specific Eligible Group Member's claim (but not a claim for a Fixed Payment), which request must be accompanied by specific consent from the eligible Group Member to the Commonwealth providing the information requested, provide the following information if it is reasonably available to Services Australia, provided it would not be unduly onerous to do so and provided the Eligible Group Member has consented to the provision of the information (or of documents that contain the information):

- (a) date of issue of debt notice(s);
- (b) debt amount;
- (c) amendment(s) to debt amount, and dates of any such amendment; and
- (d) date(s), amount(s) and method(s) of debt repayments made by the Group Member.

9.5 The Scheme Administrator shall, upon a reasonable request from the Commonwealth, provide aggregated information about the status of the Settlement Scheme (for example, number of registrants, number who have elected Fixed Payment, number of Fixed Payments made (A and B), percentage of individual assessments completed) within **ten (10) business days** of the request and the Commonwealth may disclose such information within the Commonwealth, to the Parliament of Australia or as required by law.

**ANNEXURE A — ELIGIBILITY NOTICE**

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DO NOT COPY

**ANNEXURE A TO SETTLEMENT SCHEME — ELIGIBILITY NOTICE**

*This Notice will be given under clause 5.5 of the Settlement Scheme to all persons who complete and return a Registration Form to the Scheme Administrator.*

DO NOT COPY



(NOTICE CONFIRMING ELIGIBILITY)

EMAIL OR LETTER TO REGISTRANT

Dear [prefill – first name]

**Robodebt Class Action and Robodebt Class Action Appeal – Notice of Eligibility**

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Thank you for registering to participate in the Robodebt Class Action and Robodebt Class Action Appeal Settlement Scheme (“**Settlement Scheme**”).

The purpose of this email letter is to confirm your eligibility to participate in the Settlement Scheme.

The Commonwealth has informed the Scheme Administrator that you are a Category [pre-fill] Group Member. Based on your Group Member Category, the Scheme Administrator has determined that you are an **Eligible Claimant**.

Before the assessment of your claim can proceed, you must complete a Notice of Election which can be accessed here [insert link] is enclosed with this letter, and available to download from the website of [Scheme Administrator] [insert URL].

You must complete a Notice of Election and return it to the Scheme Administrator by [TIME] on [DATE].

[[FOR CATEGORY 4 ONLY]] If you do not agree with your Group Member Category, you may complete a Recategorisation Application Notice which can be accessed here [insert link] a copy of which is enclosed with this letter, and available to download from the website of [Scheme Administrator] [insert URL].

If you intend to apply for recategorisation, you **must** complete a Recategorisation Application Notice and return it to the Scheme Administrator – together with and any relevant evidence as to you consider the categorisation is not correct – by [TIME] on [DATE]. If the Scheme Administrator does not receive your completed Recategorisation Application Notice by [TIME] on [DATE], you may not be eligible to seek recategorisation.]

(NOTICE CONFIRMING INELIGIBILITY)

EMAIL OR LETTER TO REGISTRANT

Dear [prefill – first name]

**Robodebt Class Action and Robodebt Class Action Appeal – Notice of Ineligibility**

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Thank you for registering to participate in the Robodebt Class Action and Robodebt Class Action Appeal Settlement Scheme (“Settlement Scheme”).

The purpose of this email letter is to inform you that you are **not eligible** to participate in the Settlement Scheme.

Based on the information that you have provided, and on the information provided by the Commonwealth, the Scheme Administrator has determined that you are not eligible to participate in the Settlement Scheme because [insert reason: e.g. you are a Category 4 Group Member, or you are not a Group Member in the Robodebt Class Action and Robodebt Class Action Appeal].

[Persons deemed ineligible because they are a Category 4 Group Member receive message (A) below. All other ineligible registrants receive message (B) below:]

- (A) If you do not agree with your Group Member Category, you may complete a Recategorisation Application Notice which can be accessed here [insert link] a copy of which is enclosed with this letter, and available to download from the website of [Scheme Administrator] [insert URL].

If you intend to apply for recategorisation, you **must** complete a Recategorisation Application Notice and return it to the Scheme Administrator by [TIME] on [DATE]. If the Scheme Administrator does not receive your completed Recategorisation Application Notice by [TIME] on [DATE], you may not be eligible to seek recategorisation.

- (B) Only Group Members of the Robodebt Class Action and Robodebt Class Action Appeal are eligible to participate in the Settlement Scheme. As you are not a Group Member, you are not eligible to participate in the Settlement Scheme.

There is nothing further for you to do.

**ANNEXURE B — RECATEGORISATION APPLICATION NOTICE**

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DO NOT COPY

**ANNEXURE B TO SETTLEMENT SCHEME — CATEGORY 4 RECATEGORISATION  
APPLICATION NOTICE**

*The Recategorization Application Notice will be made available to Registered Category 4 Group Members at the time of being issued an Eligibility Notice and will be available online to download, complete and return to the Scheme Administrator by email or by post.*

DO NOT COPY

#### CATEGORY 4 RECATEGORISATION APPLICATION NOTICE

An application for recategorisation must be completed by or on behalf of a Category 4 Group Member, or, if the Category 4 Group Member to which this application relates is deceased, it may be completed by the executor or personal legal representative of the deceased Group Member's estate.

The Scheme Administrator must receive the completed form by no later than **4.00pm** on [date]. If the form is not received by that time, the Scheme Administrator may not consider your application for recategorisation.

#### PERSONAL DETAILS OF GROUP MEMBER

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Salutation: [prefilled]

First Name: [prefilled]

Middle Name: [prefilled]

Last Name: [prefilled]

Any other names that you have been known by: [prefilled]

Date of birth: [prefilled]

Residential street address: [prefilled]

Postal box address (if any): [prefilled]

Suburb: [prefilled]

State: [prefilled]

Country: [prefilled]

Postcode: [prefilled]

Phone: [prefilled]

Mobile: [prefilled]

Email: [prefilled]

If any of these details are incorrect, please contact the Scheme Administrator on [phone].

## APPLICATION FOR RECATEGORISATION

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Your Group Member Category has been determined by the Commonwealth to be Category 4:

To apply for recategorisation, you must answer the following questions and provide any relevant information and documents in support of your application. The information and documents you provide will be used by the Scheme Administrator to assess your application for recategorisation. Without supporting evidence, the Scheme Administrator may be unable to determine that you are within a different Group Member Category than has been determined by the Commonwealth. There is no guarantee that completing this application will result in your Group Member Category changing.

**Please explain why you disagree with your Group Member Category.**

[free text box]

**Which Group Member Category do you believe you are?** (*tick one box only*)

€ 1	€ 2	€ 3(a)	€ 3(b)	€ 4	€ 5	€ I don't know
-----	-----	--------	--------	-----	-----	----------------

[An explanation of each Group Member Category will be set out here].

### Upload supporting evidence

Please use the following link to upload any documents which you want the Scheme Administrator to consider when assessing your application for recategorisation: [upload link]

[Button to confirm that form is complete and submit notice]

[Following message to appear after form submission]

Thank you for applying for recategorisation. The Scheme Administrator will now consider your application. You will be notified when the outcome of your application is available.

**ANNEXURE C — RECATEGORISATION GROUP MEMBER NOTIFICATION**

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DO NOT COPY

**ANNEXURE C TO SETTLEMENT SCHEME — RECATEGORISATION GROUP  
MEMBER NOTIFICATION**

*This Notice will be given to a Category 4 Group Member under clause 5.12 of the Settlement Scheme, following the Scheme Administrator's determination of an Application for Recategorisation made in accordance with clause 5.7 of the Settlement Scheme.*

DO NOT COPY



**EMAIL OR LETTER TO REGISTRANT**

Dear [prefill – first name]

**Robodebt Class Action and Robodebt Class Action Appeal — your application for re-categorisation**

---

Thank you for your application for recategorisation into a different Group Member Category.

The Scheme Administrator has assessed your application for recategorisation. This letter explains the outcome of your application.

At your request, the Scheme Administrator has reviewed your Group Member Category. Based on the information that you provided, the Scheme Administrator has determined that your original categorisation was [correct/incorrect].

This means that your Group Member Category for the Settlement Scheme is: [insert category].

[Category 1, 2, 3(a), 3(b), and 5 Group Members receive message (A) below. Category 4 Group Members received message (B) below]

- (A) To continue to make a claim under the Settlement Scheme, you are required to complete a Notice of Election. A link to your personalised Notice of Election is available here: [insert link]. Your personalised Notice of Election is enclosed with this letter.

Your Notice of Election **must** be completed and returned to the Scheme Administrator by [TIME] on [DATE]. If the Scheme Administrator does not receive your completed Notice of Election by [TIME] on [DATE], you may not be eligible to make a claim under the Settlement Scheme.

- (B) Category 4 Group Members are not eligible to make a claim under the Settlement Scheme.

Because you are a Category 4 Group Member, you will not be eligible to participate in the Settlement Scheme. There is nothing further for you to do.

**ANNEXURE D — NOTICE OF ELECTION**

---

DO NOT COPY

**ANNEXURE D TO SETTLEMENT SCHEME — NOTICE OF ELECTION**

*This Notice of Election will be adapted by the Scheme Administrator and made available in an Online Portal to be established and operated by the Scheme Administrator.*

*In addition, a version of this form will be able to be downloaded, completed and returned to the Scheme Administrator by email or by post.*

DO NOT COPY

## NOTICE OF ELECTION

This Notice of Election must be completed by or on behalf of a Group Member or, if the Group Member to which this Notice of Election relates is deceased, it may be completed by the executor or personal legal representative of the deceased Group Member's estate.

**Please confirm which of the following applies: (tick one box only)**

- € **This Notice of Election is being completed by or on behalf of a Group Member (other than a Category 5 Group Member)** (please complete Section A of this form only)

[If a person selects this option when completing the form in the online portal, the form directs the person to Section A of the form]

- € **The Group Member to which this Notice of Election relates is deceased. The Notice of Election is being completed by the executor or legal personal representative of the deceased Group Member's estate** (please complete Section B of this form only)

[If a person selects this option when completing the form in the online portal, the form directs the person to Section B of the form]

- € **I am a Category 5 Group Member. I am making a claim as a person who was in a close personal relationship with a Group Member, who is deceased, at the time they passed away (or as the executor or legal personal representative of such a person). If you tick this box, then you must select the Individualised Assessment Process as you are not eligible to participate in the Fast Track Process** (please complete Section C of this form only)

[If a person selects this option when completing the form in the online portal, the form directs the person to Section C of the form]

## SECTION A

Complete this section if you are a Group Member (other than a Category 5 Group Member)

### PERSONAL DETAILS OF GROUP MEMBER

---

Salutation: [prefilled]

First Name: [prefilled]

Middle Name: [prefilled]

Last Name: [prefilled]

Any other names that you have been known by: [prefilled]

Date of birth: [prefilled]

Residential street address: [prefilled]

Postal box address (if any): [prefilled]

Suburb: [prefilled]

State: [prefilled]

Country: [prefilled]

Postcode: [prefilled]

Phone: [prefilled]

Mobile: [prefilled]

Email: [prefilled]

### GROUP MEMBER CATEGORY

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Your Group Member Category has been determined to be: [prefilled]

## CONFIRMATION THAT YOU HAVE SUFFERED ECONOMIC LOSS OR A PERSONAL INJURY

[If this form is being completed in the online portal, this section will only be visible to Category 1 and 3(b) Group Members]

Because you are a category [prefilled – Category 1 or 3(b)] Group Member, you will only be eligible for a Settlement Payment under the Settlement Scheme if the Scheme Administrator is satisfied that you have suffered some form of economic loss or a personal injury that was materially contributed to by your Robodebt. If you have not suffered any such loss, you are not eligible for a Settlement Payment under the Settlement Scheme.

### What is economic loss? [button with answer in drop down menu; no option to select]

If you have paid for something, lost income, or lost the ability to earn an income or a higher income and your Robodebt contributed to this, you have suffered **economic loss**.

For this question, economic loss does not include any repayments of your Robodebt, because you have previously been reimbursed for those repayments.

Example A. If you paid for medical treatment because of your Robodebt and Medicare did not cover the full cost of that treatment, you have suffered economic loss.

Example B. If you took unpaid time off from work to attend a Centrelink office to speak with someone about your Robodebt, or to obtain records from a previous employer in response to your Robodebt, you have suffered economic loss.

Example C. If you paid someone for financial or legal advice because of your Robodebt, you have suffered economic loss.

### What is a personal injury? [button with answer in drop down menu; no option to select]

If you suffered a physical injury or a recognised psychiatric or psychological illness or condition because of your Robodebt, you have suffered a **personal injury**. A physical injury means any type of bodily injury including, for example, the physical consequences of self-harm. To claim mental harm as a personal injury, the mental harm must be a recognised psychiatric illness or condition and means, in this Settlement Scheme, a psychiatric or psychological condition that has been diagnosed by a qualified medical practitioner that results in significant changes in thinking, emotions or behavior including depression, anxiety, mood disorder or post-traumatic stress disorder.

Please select one of the following: *(tick one box only)*

- ☐ I have not suffered economic loss or a personal injury that was contributed to by my Robodebt.
- ☐ I have suffered economic loss or a personal injury that was contributed to by my Robodebt.

[If the first box is selected, the Notice of Election is complete for Category 1 and 3(b) Group Members and the following sections of the Notice of Election are not available for completion]

[If the second box is selected, the Group Member progresses to the "Election of Claims Assessment Method" section of the notice]

## ELECTION OF CLAIMS ASSESSMENT METHOD

There are two processes by which your claim can be assessed and determined by the Scheme Administrator: the **Fixed Payment Process**, or the **Individualised Assessment Process**. You must elect one.

**What is the Fixed Payment Process?** [button with answer in drop down menu; no option to select]

If you elect to receive a Fixed Payment and you are a Category 2 or 3(a) Group Member, an amount of \$[insert] will be paid into your nominated bank account within **90 business days** of [insert last date for Notices of Election to be submitted].

If you elect to receive a Fixed Payment and you are a Category 1 or 3(b) Group Member, an amount of \$[insert] will be paid into your nominated bank account within **90 business days** of [insert last date for Notices of Election to be submitted] only if the Scheme Administrator is satisfied that you have suffered any economic loss or personal injury that was materially contributed to by your Robodebt. You will be required to provide additional details to show that you have suffered some economic loss or personal injury to which your Robodebt contributed, including any supporting documents.

If you elect to receive a Fixed Payment, you are not eligible to make any further claims under the Settlement Scheme. An election is final. The Scheme Administrator's decision is also final.



**What is the Individualised Assessment Process?** [button with answer in drop down menu; no option to select]

If you elect to have your claim individually assessed by the Scheme Administrator, you will be required to complete a separate “Notice of Claim”, including providing details of the loss you have suffered because of your Robodebt, with any supporting documentation you have. You may also be required to attend an interview with the Scheme Administrator.

The Scheme Administrator will assess your claim in accordance with the Claims Assessment Principles that are set out in the Settlement Scheme which is available at <https://www.gordonlegal.com.au/>. Further details about the Individualised Assessment Process are also available there.

The Scheme Administrator will have **360 business days** from the date that the Scheme Administrator receives your Notice of Claim to assess your claim, and a further **90 business days** to inform you of the outcome of your claim. You will be able to ask for a review of the Scheme Administrator’s preliminary assessment. The Scheme Administrator will then make a final decision on your claim.

**I elect to have my claim assessed by:** *(tick one box only)*

☐ **Fixed Payment Process**

☐ **Individualised Assessment Process**

[Persons who elect “Fixed Payment Process” are directed to secure page (set out below) to insert banking details and, for Category 1 and 3(b) Group Members (first), a questionnaire on economic loss and personal injury with the facility to upload documents].

[Persons who elect “Individualised Assessment Process” are informed that the Notice of Election is complete, prompted to submit the Notice of Election, and once the notice has been submitted, are directed to the “Notice of Claim” section of the online portal].



## ECONOMIC LOSS AND PERSONAL INJURY QUESTIONNAIRE

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[Section only available for Category 1 and 3(b) Group Members who have elected to have their claim assessed by the Fast Track Payment Process]

You have elected to receive a Fixed Payment.

Because you are a category [prefilled – category 1 or 3(b)] Group Member, you will only be eligible for a Fixed Payment if the Scheme Administrator is satisfied that you have suffered some form of **economic loss** or a **personal injury** that was materially contributed to by your Robodebt. If you have not suffered any such loss, you are not eligible for a Settlement Payment under the Settlement Scheme.

Please complete the following economic loss and personal injury questionnaire, uploading supporting documentation where available.

### ECONOMIC LOSS

1. Did you suffer economic loss (other than making debt repayments) as a consequence of your Robodebt? [Select button: Yes/No]

2. [If yes] I have suffered the following types of economic loss: (tick all boxes that apply)

€ **I incurred out of pocket medical expenses because of my Robodebt** (for example, if you paid for medical treatment because of your Robodebt, and you were not reimbursed (by Medicare or private health insurance) for some or all of those payment(s), you have economic loss which you may claim in this form)

Please describe the type(s) of out-of-pocket medical expenses you have incurred (for example, general practitioner, psychologist, psychiatrist, and/or medication expenses) and your estimate of the total amount of out-of-pocket medical expense occurred on each occasion. In providing your estimate(s) please refer to supporting documentation where possible (such as receipts, or your bank statements)

[free text box]

Please explain how your Robodebt caused your out-of-pocket medical expense(s)

[free text box]

€ **I took time off work that was unpaid because of my Robodebt** (for example, if you took unpaid time off work to visit a Centrelink office to speak with someone about your Robodebt, or to obtain records from a previous employer in response to your

*Robodebt, or because you were unwell and therefore unable to work because of your Robodebt, you have economic loss which you may claim in this form)*

Please describe the occasion(s) on which you took unpaid time off work (for example, to visit a Centrelink office, or previous employer, or because you were unwell and therefore unable to work) and your estimate of the total amount of income lost on each occasion. In providing your estimate(s) please refer to supporting documentation where possible.

[free text box]

Please explain how your Robodebt caused your unpaid time off work.

[free text box]

€ **I paid interest or fees on debt incurred because of my Robodebt** *(for example, if, because of your Robodebt, you took out a personal loan, or used a credit card to pay for your day-to-day expenses, and you paid interest on that loan or credit card payments, you have economic loss which you may claim in this form)*

Please describe the type(s) of interest or fees you have paid (for example, interest on a personal loan, or an annual fee paid on a credit card), and your estimate of the total amount you paid for each type of interest or fee payments. In providing your estimate(s) please refer to supporting documentation where possible.

[free text box]

Please explain how your Robodebt caused your interest or fee payment(s).

[free text box]

€ **I paid for professional advice or services (for example, legal, financial or tax advice or services) because of my Robodebt** *(for example, if you paid for legal or financial advice in relation to your Robodebt, or for assistance in managing your debts including your Robodebt, you have economic loss which you may claim in this form)*

Please describe the type(s) of professional advice or service you have paid for (for example, financial, legal or tax advice or services), and your estimate of the total amount you paid for each type of professional advice or service. In providing your estimate(s) please refer to supporting documentation where possible.

[free text box]

Please explain how your Robodebt caused your payment(s) for professional advice or services

[free text box]

- € **I incurred fines or late payment fees because of my Robodebt** *(for example, if you were late in paying a water bill because you had insufficient funds as a result of having made repayments on your Robodebt, and as a result you incurred a late payment fee on your water bill, you have economic loss which you may claim in this form)*

Please describe the type(s) of fines or late payment fees you have paid (for example, late payment of a traffic infringement notice, or a utilities bill resulting in a late payment fee), and your estimate of the total amount you paid for each type of fine or late payment fee. In providing your estimate(s) please refer to supporting documentation where possible.

[free text box]

Please explain how your Robodebt caused your fine(s) or late payment fee(s).

[free text box]

- € **My ability to earn an income was adversely affected because of my Robodebt** *(for example, I discontinued or delayed my studies to become a nurse because of my poor mental health, which was caused by my Robodebt, which meant I entered the workforce as a nurse 6 months later than I otherwise would have)*

Please describe the particular way(s) in which your ability to earn an income has been adversely affected, and your estimate of the total amount you have lost because of that. In providing your estimate(s) please refer to supporting documentation where possible.

[free text box]

Please explain how your Robodebt adversely affected your ability to earn an income.

[free text box]

3. Please use the following link to upload any documents that you are able to provide which are relevant to each of the economic losses you have claimed above *(including all relevant receipts, invoices, bank statements, letters and any other relevant documents)*: [upload link]

## PERSONAL INJURY

1. Did you suffer a personal injury because of your Robodebt? [Select button: Yes/No]

2. [If yes] I have suffered: *(tick all boxes that apply)*

€ a **physical injury** because of my Robodebt [if selected, the following questions become available to complete]

What type of physical injury(s) did you suffer as a result of your Robodebt?

[free text box]

Please provide details of the circumstances in which you suffered your physical injury(s):

[free text box]

Please explain how your Robodebt contributed to your physical injury(s):

[free text box]

Please use the following link to upload supporting material(s) from a medial practitioner or allied health professional that establishes you have suffered this injury as a result of the assertion of a Robodebt (including any medical records, medical reports from your doctor, or photos of your injury(s)): [upload link]

€ a **recognised psychiatric or psychological illness or condition** because of my Robodebt [if selected, the following questions become available to complete]

Did you suffer any of the following recognised psychiatric or psychological illnesses or conditions as a result of your Robodebt? *(tick all boxes that apply)*

€ anxiety

€ depression

€ mood disorder

€ post-traumatic stress disorder

€ other (if other, please explain) [free text box, to be completed if "other" is selected]

Please explain how your Robodebt caused the psychiatric or psychological illness or condition(s):

[free text box]

Please use the following link to upload supporting material(s) from a medical practitioner or allied health professional that establishes you have suffered this injury as a result of the assertion of a Robodebt (including any medical records, medical reports from your doctor, or photos of your injury(s)): [upload link]

**Before you can submit this questionnaire**, you must complete and submit an online declaration confirming that the information you have provided is true and correct.

**An online declaration is available here for this purpose** [link to pro-forma online declaration for completion – category 1 and 3(b) group members will not be able to progress to the “Bank Account Details” section until such time as the online declaration is completed].

## **BANK ACCOUNT DETAILS**

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[A secure page requesting this information will be presented to claimants who elect to have their claim assessed in the Fast Track Process]

Please provide the following information so that, if you are eligible for a payment, it can be made to you:

<b>Bank/State/Branch Number</b>	
<b>Bank Account Name</b>	
<b>BSB</b>	
<b>Bank Account Number</b>	

More information about the identity verification process is available at: [insert link].

## SECTION B

Complete this section if you are the executor or personal legal representative of a deceased Group Member

### YOUR PERSONAL AND CONTACT DETAILS

---

Salutation: [prefilled]

First Name: [prefilled]

Middle Name: [prefilled]

Last Name: [prefilled]

Residential street address: [prefilled]

Postal box address (if any): [prefilled]

Suburb: [prefilled]

State: [prefilled]

Country: [prefilled]

Postcode: [prefilled]

Mobile: [prefilled]

Email: [prefilled]

### PERSONAL DETAILS OF THE DECEASED GROUP MEMBER

---

Salutation: [prefilled]

First Name: [prefilled]

Middle Name: [prefilled]

Last Name: [prefilled]



Any other names that the Group Member was known by: [prefilled]

Date of birth: [prefilled]

Residential street address: [prefilled]

Postal box address (if any): [prefilled]

Suburb: [prefilled]

State: [prefilled]

Country: [prefilled]

Postcode: [prefilled]

Phone: [prefilled]

Mobile: [prefilled]

Email: [prefilled]

#### GROUP MEMBER CATEGORY

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The Group Member Category of [prefill – deceased Group Member] has been determined to be: [prefilled]

#### ELECTION OF CLAIMS ASSESSMENT METHOD

---

There are two processes by which a claim can be assessed and determined by the Scheme Administrator: the **Fixed Payment Process**, or the **Individualised Assessment Process**. You must elect one.

**What is the Fixed Payment Process?** [button with answer in drop down menu; no option to select]

If you elect to receive a Fixed Payment and you are representing the estate of a Category 2 or 3(a) Group Member, an amount of \$[insert] will be paid into your nominated bank account within **90 business days** of [insert last date for Notices of Election to be submitted].

If you elect to receive a Fixed Payment and you are representing the estate of a Category 1 or 3(b) Group Member, an amount of \$[insert] will be paid into your nominated bank account within **90 business days** of [insert last date for Notices of Election to be submitted] if the Scheme Administrator is satisfied that the Group Member suffered economic loss or personal injury that was materially contributed to by their Robodebt. You will be required to provide details to show that the Group Member suffered some economic loss or personal injury because of their Robodebt, including any supporting documents.

If you elect to receive a Fixed Payment, you are not eligible to seek any further compensation under the Settlement Scheme. An election is final. The Scheme Administrator's decision is also final.

**What is the Individualised Assessment Process?** [button with answer in drop down menu; no option to select]

If you elect to have your claim individually assessed by the Scheme Administrator, you will be required to complete a separate "Notice of Claim", including providing details of the loss that the deceased Group Member suffered because of their Robodebt, with any supporting documentation you have. You will also be invited to attend an interview with the Scheme Administrator.

The Scheme Administrator will assess your claim in accordance with the Claims Assessment Principles that are set out in the Notice of Proposed Settlement which is available at <https://www.gordonlegal.com.au/>. Further details about the Individualised Assessment Process are also available there.

The Scheme Administrator will have **360 business days** from the date that the Scheme Administrator receives your Notice of Claim to assess your claim, and a further **90 business days** to inform you of the outcome of your claim. You will be able to ask for a review of the Scheme Administrator's preliminary assessment. The Scheme Administrator will then make a final decision on your claim.

**I elect to have this claim assessed by:** *(tick one box only)*

☐ **Fixed Payment Process**



## € Individualised Assessment Process

[If the claimant elects “Individualised Assessment Process”, they will be informed that the Notice of Election is complete and that they are required to complete a Notice of Claim. They will be directed to the “Notice of Claim” section of the Online Portal].

[If the claimant is the executor or personal legal representative of the estate of a Category 2 or 3(a) Group Member and has selected “Fixed Payment Process” they will be directed to the “Bank Account Details” section of this form.]

[If the claimant is the executor or personal legal representative of the estate of a Category 1 or 3(b) Group Member and has selected “Fixed Payment Process”, they will be directed to the “Bank Account Details” section of this form and then presented with the following text:]

Because you are making a claim on behalf of a category [prefilled – Category 1 or 3(b)] Group Member, compensation under the Settlement Scheme will only be available if the Scheme Administrator is satisfied that the Group Member suffered some form of economic loss or a personal injury that was materially contributed to by their Robodebt.

In order for the Scheme Administrator to be able to assess this claim, a representative of the Scheme Administrator will contact you for an interview to obtain the necessary information relevant to your claim. That interview will be conducted by videoconference or telephone, and will take about one hour. You may be required to provide supporting documentation after the interview.

## BANK ACCOUNT DETAILS

---

[A secure page requesting this information will be presented to claimants who elect to have their claim assessed in the Fixed Payment Process]

Please provide the following information so that, if you are eligible for a payment, it can be made to you:

<b>Bank/State/Branch Number</b>	
<b>Bank Account Name</b>	
<b>BSB</b>	
<b>Bank Account Number</b>	

More information about the identity verification process is available at: [\[insert link\]](#).

## SECTION C

Complete this section if you are a Category 5 Group Member

### YOUR PERSONAL AND CONTACT DETAILS

---

Salutation: [prefilled]

First Name: [prefilled]

Middle Name: [prefilled]

Last Name: [prefilled]

Residential street address: [prefilled]

Postal box address (if any): [prefilled]

Suburb: [prefilled]

State: [prefilled]

Country: [prefilled]

Postcode: [prefilled]

Mobile: [prefilled]

Email: [prefilled]

### PERSONAL DETAILS OF THE DECEASED GROUP MEMBER

---

Salutation: [prefilled]

First Name: [prefilled]

Middle Name: [prefilled]

Last Name: [prefilled]

Any other names that the Group Member was known by: [prefilled]

Date of birth: [prefilled]

Residential street address: [prefilled]

Postal box address (if any): [prefilled]

Suburb: [prefilled]

State: [prefilled]

Country: [prefilled]

Postcode: [prefilled]

Phone: [prefilled]

Mobile: [prefilled]

Email: [prefilled]

## GROUP MEMBER CATEGORY

---

Your Group Member Category has been determined to be: **Category 5.**

## ELECTION OF CLAIMS ASSESSMENT METHOD

---

Under the Settlement Scheme, a Category 5 Group Member is not eligible for a Fixed Payment and must proceed to have their claim(s) assessed in the Individualised Assessment Process.

To make your claim, you must complete a Notice of Claim and return it to the Scheme Administrator by **4.00pm** on **[DATE]**.

Click here to access and complete your Notice of Claim: [\[link to progress to Notice of Claim section of portal – when completed, Notice of Election is deemed to have been submitted\]](#).

**ANNEXURE E — NOTICE OF CLAIM**

---

DO NOT COPY

**ANNEXURE E TO SETTLEMENT SCHEME – NOTICE OF CLAIM**

*This Notice of Claim is to be completed by all Eligible Claimants who elect the Individualised Assessment Process. It will be issued with the Notice of Election as a questionnaire to Eligible Claimants on an online portal to be operated by the Scheme Administrator. In addition, it will be able to be downloaded, completed and returned by email or by post. Where the Scheme Administrator has the personal details and Group Member Category, these will be included on each Notice of Election for each recipient prior to the Notice of Election and Notice of Claim being made available to them via the online portal.*

**I am completing this form because:**

- ☐ **I am a Group Member other than a Category 5 Group Member (please complete Section A of this form)**
- ☐ **I am the estate or legal representative of a deceased Group Member other than a Category 5 Group Member (please complete Section B of this form)**
- ☐ **I am a Category 5 Group Member (please complete Section C of this form)**

**SECTION A – CLAIMS BY GROUP MEMBERS (OTHER THAN ESTATES OR LEGAL REPRESENTATIVES OF DECEASED GROUP MEMBERS AND CATEGORY 5 GROUP MEMBERS)**

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You have elected an Individualised Assessment Process, meaning the individual circumstances of your claim will be considered by the Scheme Administrator to determine the amount of compensation that should be paid to you, if any, under the Settlement Scheme. By completing this Notice of Claim, you will provide the Scheme Administrator with details of the types of loss you have suffered that were materially contributed to by the assertion of a Robodebt-raised debt against you by the Commonwealth (**your Robodebt**) for consideration by the Scheme Administrator in determining your claim.

Please include as much detail as possible in this form and where indicated enclose any supporting documentation that you have. Where this form is completed via the online portal, supporting documentation can be uploaded.

Once your Notice of Claim is received by the Scheme Administrator, you may be contacted for further information or asked to attend an interview (by videoconference or telephone) with a representative of the Scheme Administrator. If you do not do so, this may be taken into account by the Scheme Administrator in assessing your claim.

**(1) Economic loss**

If you paid for something, lost income, or lost the ability to earn an income or a higher income and this was materially contributed to by your Robodebt, you may have suffered **economic loss**. For this question, economic loss does not include any debt repayments made in respect of your Robodebt, because you have previously been reimbursed for those payments.

You may claim your economic loss(s) by completing this part of the form.

1. **Did you suffer economic loss (other than making debt repayments to the Commonwealth) as a consequence of your Robodebt?** [Y/N]
2. [If yes] **I have suffered the following types of non-economic loss.**
  - a. **I incurred out of pocket medical expenses because of my Robodebt** *(for example, if you paid for medical treatment because of your Robodebt, and Medicare did not cover all of those payment(s), you may have suffered economic loss which you may claim in this form)* [Y/N]
  - b. [If yes] **Please describe the type(s) of out-of-pocket medical expenses you have incurred (for example, general practitioner, psychologist, psychiatrist, and/or medication expenses) and your estimate of the total amount of out-of-pocket medical expense occurred on each occasion. In providing your estimate(s) please refer to supporting documentation where possible (such as receipts, or your bank statements):** [free text]

- c. [If yes] **Please upload all documents that you are able to obtain which are relevant to your out of pocket medical expenses** (including all relevant receipts, invoices, bank statements, letters and any other relevant documents. You can upload the same document in response to multiple questions): [upload link]
- d. [If yes] **Please explain how your Robodebt contributed to your out-of-pocket medical expense(s):** [free text]
- e. **I took time off work that was unpaid because of my Robodebt** (for example, if you took unpaid time off work to visit a Centrelink office to speak with someone about your Robodebt, or to obtain records from a previous employer in response to your Robodebt, or because you were unwell and therefore unable to work because of your Robodebt, you may have suffered economic loss which you may claim in this form) [Y/N]
- f. [If yes] **Please describe the occasion(s) on which you took unpaid time off work** (for example, to visit a Centrelink office, or previous employer, or because you were unwell and therefore unable to work) and your estimate of the total amount of income lost on each occasion. **In providing your estimate(s) please refer to supporting documentation where possible** (such as your pay slips or a letter from your employer). [free text]
- g. [If yes] **Please upload all documents that you are able to obtain which are relevant to your unpaid time off work** (including all relevant payslips, bank statements, letters and any other relevant documents. You can upload the same document in response to multiple questions): [upload link]
- h. [If yes] **Please explain how your Robodebt contributed to your unpaid time off work:** [free text]
- i. **I paid interest or fees on debt incurred because of my Robodebt** (for example, if, because of your Robodebt, you took out a personal loan, or used a credit card to pay for your day-to-day expenses, and you paid interest on that loan or credit card payments, you may have suffered economic loss which you may claim in this form) [Y/N]
- j. [If yes] **Please describe the type(s) of interest or fees you have paid** (for example, interest on a personal loan, or an annual fee paid on a credit card), and your estimate of the total amount you paid for each type of interest or fee payments. **In providing your estimate(s) please refer to supporting documentation where possible:** [free text]
- k. [If yes] **Please upload all documents that you are able to obtain which are relevant to the interest of fees on debt that you paid** (including all relevant invoices, financial or bank statements, letters and any other relevant documents. You can upload the same document in response to multiple questions): [upload link]



- l. [If yes] Please explain how your Robodebt contributed to your interest or fee payment(s) or any part of them: [free text]
- m. **I paid for professional advice or services (for example, legal, financial or tax advice or services) because of my Robodebt?** *(for example, if you paid for legal or financial advice in relation to your Robodebt, or for assistance in managing your debts including your Robodebt, you may have suffered economic loss which you may claim in this form)* [Y/N]
- n. [If yes] Please describe the type(s) of professional advice or service you have paid for (for example, financial, legal or tax advice or services), and your estimate of the total amount you paid for each type of professional advice or service. In providing your estimate(s) please refer to supporting documentation where possible. [free text]
- o. [If yes] Please upload all documents that you are able to obtain which are relevant to the professional advice or services you paid for *(including all relevant invoices, letters and any other relevant documents. You can upload the same document in response to multiple questions)*: [upload link]
- p. [If yes] Please explain how your Robodebt contributed to your payment(s) for professional advice or services [free text]
- q. **I incurred fines or late payment fees because of my Robodebt?** *(for example, if you were late in paying a water bill because you had insufficient funds as a result of having made repayments on your Robodebt, and as a result you incurred a late payment fee on your water bill, you may have suffered economic loss which you may claim in this form)* [Y/N]
- r. [If yes] Please describe the type(s) of fines or late payment fees you have paid (for example, late payment of a traffic infringement notice, or a utilities bill resulting in a late payment fee), and your estimate of the total amount you paid for each type of fine or late payment fee. In providing your estimate(s) please refer to supporting documentation where possible. [free text]
- s. [If yes] Please upload all documents that you are able to obtain which are relevant to your fine or late payment fees *(including all relevant payslips, bank statements, letters and any other relevant documents. You can upload the same document in response to multiple questions)*: [upload link]
- t. [If yes] Please explain how your Robodebt contributed to your fine(s) or late payment fee(s) [free text]
- u. **My ability to earn an income was adversely affected because of my Robodebt?** *(for example, if you discontinued or delayed your studies to become a nurse because of your poor mental health, which was contributed to by your Robodebt, meaning you entered the workforce as a nurse 6 months later than you*

*otherwise would have, you may have suffered economic loss which you may claim in this form) [Y/N]*

- v. [If yes] **Please describe the particular way(s) in which your ability to earn an income has been adversely affected, and your estimate of the total amount you have lost as a result. In providing your estimate(s) please refer to supporting documentation where possible.** [free text]
  - w. [If yes] **Please upload all documents that you are able to obtain which are relevant to the effect on your ability to earn an income** *(including all relevant medical reports, letters and any other relevant documents. You can upload the same document in response to multiple questions):* [upload link]
  - x. [If yes] **Please explain how your Robodebt contributed to your inability to earn an income:** [free text]
3. [If yes to Q1] **I have suffered other economic loss not covered by the questions above.** *Please explain any other economic loss you have suffered.* [Y/N] [this question should be repeated until no is selected]
- a. [If yes] **Please describe the economic loss as specifically as you can and estimate the total amount of that loss. In providing your estimate(s) please refer to supporting documentation where possible.** [free text]
  - b. [If yes] **Please upload all documents that you are able to obtain which are relevant to this economic loss** *(you can upload the same document in response to multiple questions):* [upload link]
  - c. [If yes] **Please explain how your Robodebt contributed to this economic loss:** [free text]

**(2) Distress and inconvenience damages consequential on your economic loss**

If, because of your Robodebt, you have any form of economic loss (which for this question includes repayments of your Robodebt), and you also suffered **distress or inconvenience** consequential upon your economic loss, then you may claim compensation for your distress or inconvenience in this part of the form. There are various degrees of distress and inconvenience, which are each described below. This would be the case if, for example, you repaid your Robodebt to the Commonwealth (or incurred other expenses addressing your Robodebt) and this caused you distress or inconvenience.

- 1. **Did you suffer distress or inconvenience caused by economic loss you suffered due to your Robodebt?** [Y/N]
- 2. [If yes] **Please select the following category of distress or inconvenience that most accurately reflects your experience:**
  - a. **General anxiousness, trepidation, concern or embarrassment.**

- b. **Moderate anxiousness, fear, distress or humiliation, which may have caused minor psychological symptoms such as loss of sleep or headaches, and which may have resulted in a consultation with a health practitioner.**
  - c. **Significant or prolonged anxiousness, fear, distress or humiliation, which may have caused psychological or other harm, and which may have resulted in a prescribed course of treatment.**
  - d. **Development or exacerbation of a mental health condition resulting in a referral to a mental health specialist for treatment.**
3. **Please provide an estimate of the duration of your distress or inconvenience:** [free text]
4. [If yes] **Please explain how your Robodebt caused the economic loss and how this in turn caused your particular type of distress or inconvenience and its duration:** [free text]
5. [If yes] **Please upload all documents that you are able to obtain which are relevant to your distress or inconvenience caused by your Robodebt (including any medical records, or medical reports from your doctor):** [upload link]

### **(3) Personal injury**

If you have suffered a physical injury, or a recognised psychiatric or psychological injury or condition, that was materially contributed to by your Robodebt, you have suffered a **personal injury** for which you can claim compensation under this Settlement Scheme.

A physical injury means any type of bodily injury including, for example, the physical consequences of self-harm. This is a form of **non-economic loss**.

To claim mental harm as personal injury, the mental harm must be a recognised psychiatric or psychological injury.

For the purposes of this Settlement Scheme, any personal injury must have been diagnosed by a medical practitioner or an allied health professional.

If, because of your personal injury, you have suffered **economic loss**, you may claim compensation in section (1) of this form.

If, because of your personal injury, you have suffered **further non-economic loss**, you may claim compensation in this part of the form. Further non-economic loss includes pain and suffering (including physical pain, emotional distress and mental anguish), loss of the ability to perform daily tasks (like cleaning and gardening), and loss of enjoyment of life (like socialising and participating in personal hobbies).

1. **Did you suffer a personal injury because of your Robodebt?** [Y/N]

2. [If yes] **I suffered:** [select one or both]
  - a. **a physical injury that was contributed to by my Robodebt;** [Y/N]
  - b. **a recognised psychiatric or psychological injury that was contributed to by my Robodebt.** [Y/N]
3. [If yes to physical injury at Q2.a] **What type of physical injury(s) did you suffer that was contributed to by your Robodebt?** [free text]
4. [If yes to physical injury at Q2.a] **Please provide details of the circumstances in which you suffered your physical injury(s):** [free text]
5. [If yes to physical injury at Q2.a] **Please explain how your Robodebt contributed to your physical injury(s):** [free text]
6. [If yes to physical injury at Q2.a] **Please state when and from whom you received a diagnosis from a qualified medical practitioner or allied health professional of your physical injury:** [free text]
7. [If yes to physical injury at Q2.a] **Please upload a copy of your diagnosis:** [upload link]
8. [If yes to physical injury at Q2.a] **Have you suffered further non-economic loss as a consequence of your physical injury(s)?** [Y/N]
9. [If yes to Q8] **Please describe, with as much detail as possible, the particular type(s) of non-economic loss including by describing the particular impacts your physical injury(s) has had on your life. In providing your estimate(s) please refer to supporting documentation where possible.** [free text]
10. **Please upload all documents that you are able to obtain which are relevant to your non-economic loss** *(including all relevant medical reports, letters, photographs and any other relevant documents. You can upload the same document in response to multiple questions):* [upload link]
11. [If yes to recognised psychiatric or psychological injury or condition at Q2.b] **What type(s) of recognised psychiatric or psychological injury or condition did you suffer that was contributed to by your Robodebt?** [drop-down menu with (a) anxiety (b) depression (c) mood disorder (d) post traumatic stress disorder (d) other [free text]]
12. [If yes to recognised psychiatric or psychological injury or condition at Q2.b] **Please explain how your Robodebt contributed to your recognised psychiatric or psychological injury(s) or condition(s):** [free text]
13. [If yes to recognised psychiatric or psychological injury or condition at Q2.b] **Please state when and from whom you received a diagnosis from a qualified medical practitioner of your recognised psychiatric or psychological injury(s) or condition(s):** [free text]

14. [If yes to recognised psychiatric or psychological injury or condition at Q2.b] **Please upload a copy of your diagnosis:** [upload link]
15. [If yes to recognised psychiatric or psychological injury or condition at Q2.b] **Have you suffered further non-economic loss as a consequence of your recognised psychiatric or psychological injury(s) or condition(s)?** [Y/N]
16. [If yes to Q15] **Please describe, with as much detail as possible, the particular type(s) of non-economic loss including by describe the particular impacts your recognised psychiatric or psychological injury(s) or condition(s) has had on your life. In providing your estimate(s) please refer to supporting documentation where possible.**  
[free text]
17. [For each of the above options in the drop-down option at Q6] **Please upload all documents that you are able to obtain which are relevant to your non-economic loss (including all relevant medical reports, letters and any other relevant documents. You can upload the same document in response to multiple questions):** [upload link]

#### **Aggravated Damages**

Compensation akin to aggravated damages may be available in circumstances where your distress or inconvenience was increased by the conduct of the Commonwealth in relation to your Robodebt.

18. **Please select any of the following options that apply to you:**
  - a. **I was contacted by debt collectors in relation to my Robodebt(s).** [Y/N]
  - b. [if (a) is selected] **Approximately how many times:** [free text]
  - c. **My Centrelink benefits were withheld or reduced because of my Robodebt(s).** [Y/N]
  - d. [if (c) is selected] **What benefits(s) were withheld from you:** [drop-down option of applicable benefits]
  - e. [if (c) is selected] **For approximately how long were your Centrelink benefit(s) withheld and with what consequences for you:** [free text]
  - f. **I was threatened with legal action in relation to my Robodebt(s).** [Y/N]
  - g. **I had a Departure Prohibition Order made against me because of my Robodebt(s).** [Y/N]
  - h. **I challenged my Robodebt(s) in the Administrative Appeals Tribunal.** [Y/N]

19. **Please tell us whether there were any other actions by the Commonwealth specifically in relation to your Robodebt(s) that increased your distress or inconvenience:** [free text]
20. **Please upload all documents that you are able to obtain which are relevant to your claim for compensation akin to aggravated damages** (*including any medical records, or medical reports from your doctor*): [upload link]
21. The Scheme Administrator will take all of this information into account when considering whether you are eligible for compensation akin to aggravated damages. Selecting “Yes” to any of the questions at Question 18 above, does not guarantee that you are eligible for aggravated damages.

**SECTION B – CLAIMS OF ESTATES OR LEGAL REPRESENTATIVES OF  
DECEASED GROUP MEMBERS (OTHER THAN CATEGORY 5 GROUP MEMBERS)**

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*The status of those making these claims on behalf of deceased Group Members will have been verified in the first step of the Settlement Distribution Scheme.*

The estate may claim any of the following types of loss and damage incurred by the deceased Group Member, because of their Robodebt, while they were alive:

- Economic loss. If the Group Member paid for something, lost income, or lost the ability to earn an income or a higher income and this was materially contributed to by their Robodebt (including because of personal injury materially contributed to by the Robodebt), they suffered **economic loss**, for which the estate may claim compensation. For the purposes of making a claim now for this kind of loss, economic loss does not include any repayments of their Robodebt, because they were previously reimbursed for those payments.
- Distress and inconvenience. If their Robodebt materially contributed to the Group Member suffering any form of financial loss (including having made debt repayments on their Robodebt), and also suffered **distress or inconvenience** consequential on their economic loss, the estate may claim compensation for their distress or inconvenience.
- Personal injury. If the Group Member suffered a physical injury or a recognised psychiatric or psychological injury or condition that was materially contributed to by their Robodebt, they suffered a **personal injury** for which the estate can claim compensation for **economic loss** or **further non-economic loss** contributed to by the personal injury. A physical injury means any type of bodily injury including, for example, cuts, bruises and fractures. This is a form of non-economic loss. To claim mental harm as personal injury, the mental harm must be a recognised psychiatric or psychological injury or condition. For the purposes of this Settlement Scheme, any personal injury must have been diagnosed by a medical practitioner or an allied health professional. Economic loss is addressed in the first bullet above. Further non-economic loss from personal injury includes pain and suffering (including physical pain, emotional distress and mental anguish), loss of the ability to perform daily tasks (like cleaning and gardening), and loss of enjoyment of life (like socialising and participating in personal hobbies).
- Aggravated damages. If the Group Member's distress or inconvenience was increased by conduct of the Commonwealth specifically in relation to the Group Member's Robodebt, the estate may claim compensation akin to aggravated damages.

The estate may also claim reasonable funeral and burial expenses incurred in circumstances where the death of the Group Member was materially contributed to by their Robodebt.

1. **Is a claim made by the estate in relation to any of the following loss and damage incurred by the deceased Group Member, because of their Robodebt, while they were alive:**

- a. **Economic loss:** [Y/N]
  - b. **Distress and inconvenience:** [Y/N]
  - c. **Personal injury:** [Y/N]
  - d. **Aggravated damages:** [Y/N]
2. **Is a claim made by the estate for reasonable funeral and burial expenses in circumstances where the death of the Group Member was materially contributed to by their Robodebt:** [Y/N]

In order for the Scheme Administrator to be able to assess your claim, a representative of the Scheme Administrator will contact you for an interview to obtain the necessary information relevant to your claim. That interview will be conducted by videoconference or telephone, and will take about one hour. You will be required to provide supporting documentation after the interview.

3. **Please confirm whether you are willing to undertake an interview with a representative of the Scheme Administrator:** [Y/N]
4. [If yes] **Please provide your availability for such an interview:** [options to select]



## SECTION C – CLAIMS OF CATEGORY 5 GROUP MEMBERS

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*The status of those making claims as close personal relations of deceased Group Members will have been verified in the first step of the Settlement Distribution Scheme.*

If a Group Member's Robodebt materially contributed to the death of that Group Member, and you were in a close personal relationship with the Group Member, and you have suffered a recognised psychiatric illness or condition that was materially contributed to by the death of the Group Member, you may claim compensation for the following types of loss and damage:

- **Personal injury.** If you have suffered a recognised psychiatric injury or condition that was materially contributed to by the death of the Group Member, you can claim compensation for that injury. For the purposes of this Settlement Scheme, any psychiatric injury or condition must have been diagnosed by a medical practitioner. Personal injury is a form of **non-economic loss**. Further non-economic loss from personal injury includes pain and suffering (including physical pain, emotional distress and mental anguish), loss of the ability to perform daily tasks (like cleaning and gardening), and loss of enjoyment of life (like socialising and participating in personal hobbies).
- **Economic loss due to personal injury:** If you have paid for something (eg medical expenses), lost income, or lost the ability to earn an income or a higher income and this was due to the abovementioned personal injury, you may have suffered **economic loss** that you can claim compensation for.

Please confirm whether you claim any of the following loss and damage:

1. **Economic loss:** [Y/N]
2. **Personal injury:** [Y/N]

In order for the Scheme Administrator to be able to assess your claim, a representative of the Scheme Administrator will contact you for an interview to obtain the necessary information relevant to your claim. That interview will be conducted by videoconference or telephone, and will take about one hour. You will be required to provide supporting documentation after the interview.

3. **Please confirm whether you are willing to undertake an interview with a representative of the Scheme Administrator:** [Y/N]
4. [If yes] **Please provide your availability for such an interview:** [options to select]

**ANNEXURE F — NO FIXED PAYMENT CLAIM NOTICE**

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DO NOT COPY

**ANNEXURE F TO SETTLEMENT SCHEME — NO FIXED PAYMENT CLAIM  
NOTICE**

*This Notice will be given to an Eligible Claimant under clause 5.23(a) of the Settlement Scheme.*

DO NOT COPY

Dear [prefill – first name]

**Robodebt Class Action and Robodebt Class Action Appeal – No Fixed Payment Claim**

---

Thank you for completing your Notice of Election.

The purpose of this notice is to inform you that you are **not eligible** for a Fixed Payment under the Robodebt Class Action and Robodebt Class Action Appeal Settlement Scheme.

Based on the information that you have provided, and on the information provided by the Commonwealth, the Scheme Administrator has determined that you are **not eligible** to receive a Fixed Settlement Payment because [insert brief reason].

The Scheme Administrator's decision is final and binding.

There is nothing further for you to do.

If you have any questions, or there is something in this notice that you do not understand, you should contact the Scheme Administration Team at [insert phone] or [insert email].

**ANNEXURE G — SUCCESSFUL FIXED PAYMENT CLAIM NOTICE**

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**ANNEXURE G TO SETTLEMENT SCHEME — SUCCESSFUL FIXED PAYMENT  
CLAIM NOTICE**

*This Notice will be given to an Eligible Claimant under clause 5.23(b) of the Settlement Scheme.*

DO NOT COPY

Dear [prefill – first name]

## **Robodebt Class Action and Robodebt Class Action Appeal – Successful Fixed Payment Claim**

---

Thank you for completing your Notice of Election. The purpose of this notice is to confirm your Settlement Payment under the Robodebt Class Action and Robodebt Class Action Appeal Settlement Scheme.

### **Outcome of your claim**

You have elected to have your claim assessed in the Fixed Payment Process.

Based on the information that you have provided, the Scheme Administrator has determined that you are entitled to receive a Settlement Payment of the Fixed Payment [A/B].

This means that you will receive a Settlement Payment of: [\$ INSERT AMOUNT].

### **Payment to you**

The amount shown in this notice will be paid to you using the bank account information that you provided to the Scheme Administrator on [DATE].

[Placeholder for information about how to check and update bank account information in the Claimant Hub here [insert link], or by contacting the Scheme Administrator, and any applicable deadline].

### **Your obligations**

[Placeholder for information about obligations on Eligible Claimants to report Settlement Payments].

If you have any questions about this process, or there is anything in this notice that you do not understand, please contact the Scheme Administrator on [insert phone] or [insert email].

**ANNEXURE H — PRELIMINARY NOTICE OF ASSESSMENT**

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**ANNEXURE H TO SETTLEMENT SCHEME — PRELIMINARY NOTICE OF  
ASSESSMENT**

*This Notice will be given to an Eligible Claimant under clause 5.37 of the Settlement Scheme.*

DO NOT COPY

Dear [prefill – first name]

## **Robodebt Class Action and Robodebt Class Action Appeal – Preliminary Notice of Assessment**

---

The purpose of this notice is to provide you with the **Preliminary Notice of Assessment** of your claim for compensation in the Robodebt Class Action and Robodebt Class Action Appeal Settlement Scheme (“**Settlement Scheme**”).

### **Preliminary Notice of Assessment**

The Scheme Administrator has completed a preliminary assessment of your claim and has determined that you are entitled to receive a Settlement Payment of: **[\$ INSERT AMOUNT]**. This amount is broken down as follows: ##

As there are still several steps to complete for the final assessment of all claims, the amount contained within this Preliminary Notice of Assessment is an estimate only and will not necessarily be the final amount that is paid to you.

### **Next Steps**

You have two options.

#### **1. Option 1. Accept your Preliminary Assessment**

If you **accept** this Preliminary Notice of Assessment of your claim, please click **[here]** [directed to secure page to provide Bank Account Name, Bank Name/State/Branch Number, Bank Account Number, Tax File Number].

If you accept this Preliminary Notice of Assessment, the information relied upon and estimate, will be used in calculating your Settlement Payment and you will not have any right to have your claim re-assessed.

#### **2. Option 2. Reject your Preliminary Assessment and Request Re-Assessment**

If you believe your claim has been incorrectly assessed, you may reject your preliminary assessment and request a re-assessment by completing a Notice of Request for Re-Assessment.

If you reject your preliminary assessment, you **must** complete a Notice of Request for Re-Assessment and return it to the Scheme Administrator by **[TIME]** on **[DATE]**. If the Scheme Administrator does not receive your completed Notice of Request for Re-

Assessment by [TIME] on [DATE], you will be deemed to have accepted your Preliminary Assessment.

It is very important to understand that there is **no guarantee** that a request for re-assessment of your claim will result in an assessment of your claim that is more favourable than the figure contained within your Preliminary Notice of Assessment. In fact, if you provide further evidence which the Scheme Administrator considers to be detrimental to your claim, your revised Preliminary Notice of Assessment could result in an amount less than that contained within this Preliminary Notice of Assessment.

You **must** either accept or reject this Preliminary Notice of Assessment by [DATE].

**If you take no action by [DATE], you will be taken to have accepted this Preliminary Assessment.** This will be binding on you. You will have no further right of review.

You should carefully consider the advantages and disadvantages of both options before making a decision.

#### **Further information**

If there is anything in this notice that you do not understand, or would like further information on, please contact us on [insert phone] or [insert email].

**ANNEXURE I — NOTICE OF REQUEST FOR INTERVIEW**

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**ANNEXURE I TO SETTLEMENT SCHEME — NOTICE OF REQUEST FOR  
INTERVIEW**

*This Notice will be given to an Eligible Claimant under clause 5.34(a) of the Settlement Scheme.*

DO NOT COPY

**IN CLAIMS PORTAL OR LETTER**

Dear [prefill – first name]

**Robodebt Class Action and Robodebt Class Action Appeal – Request for Interview**

---

Thank you for submitting your Notice of Claim.

Under the Settlement Scheme, the Scheme Administrator may request that an Eligible Claimant whose claim is being assessed in the Individualised Assessment Process participates in an interview to obtain further information.

The Scheme Administrator has reviewed your Notice of Claim and requires further information from you in relation to your claims for: [insert list of claims about which further information is required].

Please schedule an interview with a representative of the Scheme Administrator [here \[insert link\]](#) by contacting the Scheme Administrator on [insert phone].

If you do not schedule an interview by [DATE], the Scheme Administrator will assess your claim based only on the information contained in your Notice of Claim. In doing so, the Scheme Administrator may assume that any further information you may have provided would not have assisted your claim.

If you have any questions about this request, or require assistance to schedule an interview, please contact the Scheme Administration Team on [insert phone] or [insert email].

**ANNEXURE J — NOTICE OF REQUEST FOR INFORMATION**

---

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**ANNEXURE J TO SETTLEMENT SCHEME — NOTICE OF REQUEST FOR  
INFORMATION**

*This Notice will be given to an Eligible Claimant under clause 5.34(b) of the Settlement Scheme.*

DO NOT COPY



**IN CLAIMS PORTAL OR LETTER**

Dear [prefill – first name]

**Robodebt Class Action and Robodebt Class Action Appeal – Request for Information**

---

Thank you for submitting your Notice of Claim.

Under the Settlement Scheme, the Scheme Administrator may request that an Eligible Claimant whose claim is being assessed in the Individualised Assessment Process provide further information or materials.

The Scheme Administrator has reviewed your Notice of Claim and requires further information from you in relation to your claims for: [insert list of claims about which further information is required].

Please provide [list of categories of documents, materials, submissions, etc. requested] by uploading them here [insert link] by email to the Scheme Administration Team at [insert email] or by post to [insert postal address].

If you do not provide the information requested by [DATE], the Scheme Administrator will assess your claim based only on the information contained in your Notice of Claim. In doing so, the Scheme Administrator may assume that any further information you may have provided would not have assisted your claim.

If you have any questions about this request, or require assistance, please contact the Scheme Administration Team on [insert phone] or [insert email].

**ANNEXURE K — NOTICE OF REQUEST FOR RE-ASSESSMENT**

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**ANNEXURE K TO SETTLEMENT SCHEME — NOTICE OF REQUEST FOR RE-ASSESSMENT**

*The Notice of Request for Re-Assessment will be made available to Eligible Claimants in the online portal and will be available online to download, complete and return to the Scheme Administrator by email or by post.*

DO NOT COPY

### NOTICE OF REQUEST FOR RE-ASSESSMENT OF CLAIM

You should only complete this form if you **do not agree** with the preliminary assessment of your claim set out in the Preliminary Notice of Assessment given to you.

The Scheme Administrator must **receive** this completed Notice by no later than **4.00pm on [DATE]**. If the Notice is not received by that time, the Scheme Administrator may not consider your application for re-assessment, and you may be deemed to have accepted your Preliminary Notice of Assessment.

#### PERSONAL DETAILS OF GROUP MEMBER

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Salutation: [prefilled]

First Name: [prefilled]

Middle Name: [prefilled]

Last Name: [prefilled]

Any other names that you have been known by: [prefilled]

Date of birth: [prefilled]

Residential street address: [prefilled]

Postal box address (if any): [prefilled]

Suburb: [prefilled]

State: [prefilled]

Country: [prefilled]

Postcode: [prefilled]

Phone: [prefilled]

Mobile: [prefilled]

Email: [prefilled]

Centrelink Customer Reference Number: [prefilled]

If any of these details are incorrect, please contact the Scheme Administrator on [phone].

## APPLICATION FOR RE-ASSESSMENT

---

The Scheme Administrator has completed a preliminary assessment of your claim and determined that you are entitled to receive a Settlement Payment of: [**\$ INSERT AMOUNT FROM PRELIMINARY NOTICE OF ASSESSMENT**].

To apply for re-assessment, you must complete this form and provide any **new** information and documents in support of your application. The information and documents you provide will be used by the Scheme Administrator to re-assess your claim.

It is very important to understand that there is **no guarantee** that a request for re-assessment of your claim will result in an assessment of your claim that is more favourable than the figure contained within your Preliminary Notice of Assessment. In fact, if you provide new evidence which the Scheme Administrator considers to be detrimental to your claim, your revised Preliminary Notice of Assessment could result in a lesser amount being payable to you.

### 1. Please explain why you disagree with your Preliminary Notice of Assessment.

[free text box]

### 2. Upload supporting evidence

Please use the following link to upload any **new** documents which you want the Scheme Administrator to consider when assessing your application for recategorisation: [upload link].

If you do not have any **new** information or material that you want the Scheme Administrator to take into account in re-assessing your claim, please click here: [insert check box "I do not have any new information or materials that I want the Scheme Administrator to consider in re-assessing my claim"].

### 3. Submit Form

When your Notice of Request for Re-Assessment is complete, please click the "submit" button below.

[Button to confirm that form is complete and submit notice]

[Following message to appear after form submission]

Your request for re-assessment has been submitted. The Scheme Administrator will now consider your application. You will be given an updated Preliminary Notice of Assessment when the Scheme Administrator has re-assessed your claim.

DO NOT COPY

**ANNEXURE L — FINAL NOTICE OF ASSESSMENT**

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**ANNEXURE L TO SETTLEMENT SCHEME — FINAL NOTICE OF ASSESSMENT**

*This Notice will be given to an Eligible Claimant under clause 5.49(a) of the Settlement Scheme.*

DO NOT COPY



Dear [prefill – first name]

### **Robodebt Class Action and Robodebt Class Action Appeal – Final Notice of Assessment**

---

The purpose of this notice is to provide you with the **Final Notice of Assessment** of your claim for damages in the Robodebt Class Action and Robodebt Class Action Appeal Settlement Scheme (“**Settlement Scheme**”).

#### **Final Notice of Assessment**

Your claim has been assessed as: [\$ INSERT AMOUNT]. This amount is broken down as follows: ##

[Placeholder to explain any global reduction required pursuant to clause 5.45].

[Placeholder for closing process with Eligible Claimants].

#### **Payment to you**

The amount shown in this Final Notice of Assessment will be paid to you using the bank account information that you provided to the Scheme Administrator on [DATE].

Your payment will be processed by [DATE].

[Placeholder for information about how to check and update bank account information in the Claimant Hub [insert link] or by contacting Scheme Administrator, and applicable deadline]

#### **Your obligations**

[Placeholder for information about obligations on Eligible Claimants to report settlement payments].

If you have any questions about this process, or there is anything in this notice that you do not understand, please contact the Scheme Administrator on [insert phone] or [insert email].