Second Further Revised 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 13

Phase 3: Issue, completion and giving of Notice of Election 15

Phase 3A: Fixed Payment Process 16

Phase 3B: Individualised Assessment Process 17

Stage A Claim Assessment 18

Stage B Moderation by the Scheme Administrator 23

Stage C Calculation of estimated total distributions by Scheme Administrator 24

Phase 4A: Notice of Assessment, Re-assessment Requests, and Payment of Claims 24

Stage A Issue of Notice of Assessment 24

Stage B Re-assessment of Notices of Assessment 24

Stage C Calculation of Settlement Payment Amounts 25

Stage D Distribution of Settlement Payments 26

Phase 4B: Preliminary Notice of Assessment, Re-assessment Requests, and Payment of Claims 26

Stage A Giving of Preliminary Notices of Assessment to Eligible Claimants 26

Stage B Re-assessment of Preliminary Notices of Assessment 26

Stage C Calculation of Settlement Payment Amounts 27

Stage D Distribution of Settlement Payments 28

Phase 5: Termination of this Settlement Scheme and Retention of Records by the Scheme Administrator 29

6. Giving and Receiving Notices 29
7. Mechanics of Making Payments to Eligible Claimants 30
8. Failure to Complete Step by Eligible Claimant 31
9. General Provisions 32

Annexure A — Eligibility Notice 35

Annexure B — Category 4 Categorisation Review Request Notice 36
Annexure C —Category 4 categorisation review request outcome Notification 37
Annexure D — Notice of Election..... 38
Annexure E — Notice of Claim..... 39
Annexure F — No Fixed Payment Claim Notice 40
Annexure G — Successful Fixed Payment Claim Notice 41
Annexure H — Preliminary Notice of Assessment 42
Annexure I — Notice of Request for Interview..... 43
Annexure J — Notice of Request for Information..... 44
Annexure K — Notice of Request for Re-Assessment..... 45
Annexure L — Final Notice of Assessment..... 46
Annexure M — Notice of Assessment..... 47

1. DEFINITIONS

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

Asserted Overpayment Debt	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.
ATO	means Australian Taxation Office.
Business Day	means a day other than a weekend or a public holiday in Victoria, Australia.
Category 1 Group Member	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.
Category 2 Group Member	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.
Category 3(a) Group Member	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.
Category 3(b) Group Member	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.
Category 4 Categorisation Review Request	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.
Category 4 Categorisation Review Request Outcome Notification	means a notice substantially in the form of Annexure C to this Settlement Scheme and as described in clause 5.12 below.
Category 4 Group Member	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.

Category 5 Group Member	means an individual who: (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; (b) has suffered a recognised psychiatric illness or condition that was materially contributed to by the death of the Group Member; and (c) has registered in the Prygodicz Proceeding.
Claims Assessment Principles	means the principles set out in clause 5.35 below.
Commonwealth	means the Commonwealth of Australia.
Common Fund Order	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.
Combined Individualised Assessment Amount	means the total amount assessed as payable to Eligible Claimants pursuant to the Individualised Assessment Process.
Costs	includes disbursements.
Costs Assessor	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.
Court	means the Federal Court of Australia.
Court Approval	means the Court's approval of the settlement recorded in the Deed, as required by Part IVA of the *Federal Court of Australia Act 1976* (Cth).
Deed	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.
Compensation Sum	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.
Distribution and Interest Sum	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.
Eligibility Notice	means a document substantially in the form of Annexure A to this Settlement Scheme given under clause 5.5 below.
Eligible Claimant	means a Registered Group Member who fulfils the criteria set out in clause 5.11 of this Settlement Scheme.
Eligible Group Member Categories	means Category 1, 2, 3(a), 3(b) and 5.
Fixed Payment	means a payment made to an Eligible Claimant from the Distribution and Interest Sum pursuant to the Fixed Payment Process.

Fixed Payment A	means a Fixed Payment in the amount of $1,750 (subject to Court approval) made to Category 2 Group Members and Category 3(a) Group Members who give a completed Notice of Election in accordance with clause 5.24(a) below.
Fixed Payment B	means a Fixed Payment in the amount of $1,000 (subject to Court approval) 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 5.24(b) below.
Fixed Payment Process	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 5.22–5.26 below.
Final Notice of Assessment	means a document substantially in the form of Annexure L to this Settlement Scheme and given under clause 5.67 below.
Gordon Legal	means Gordon Legal Pty Ltd (ABN 19 624 972 836).
Group Member	means all persons: (a) who at any time after 1 July 2010 received from the Commonwealth one or more payments of a Social Security Payment; (b) in respect of whom the Commonwealth, at any time after 1 July 2015: (i) generated a Robodebt Notification; (ii) by or following that Robodebt Notification, asserted an Asserted Overpayment Debt; and (iii) requested or demanded repayment of any Asserted Overpayment Debt or part thereof; and (c) who had, at 19 November 2019: (i) paid, had paid on their behalf, or had recovered from them, any Asserted Overpayment Debt or part thereof; and/or (ii) not been informed by the Commonwealth that no recovery action will be pursued in respect of their Asserted Overpayment Debt; and in addition, all Category 5 Group Members.
Group Member Category	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.
Individualised Assessment Process	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 5.29–5.68 below.
Knox Proceeding	means proceeding *Knox & Anor v Commonwealth of Australia & Ors* (VID 982 of 2024), filed in the Court.

Knox Applicants	means Nathan Knox and David Mandell, the representative applicants in the Knox Proceeding.
No Fixed Payment Claim Notice	means a document substantially in the form of Annexure F to this Settlement Scheme given under clause 5.25(a) below.
Notice of Assessment	means a document substantially in the form of Annexure M to this Settlement Scheme given under clause 5.45 below.
Notice of Claim	means a document in substantially the form of Annexure E 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).
Notice of Election	means a document in substantially the form of Annexure D to this Settlement Scheme.
Notice of Proposed Settlement	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.
Notice of Request for Information	means a document substantially in the form of Annexure J to this Settlement Scheme given under clauses 5.29 and 5.39 below.
Notice of Request for Interview	means a document substantially in the form of Annexure I to this Settlement Scheme given under clauses 5.29 and 5.38 below.
Notice of Request for Re-Assessment	means a document substantially in the form of Annexure K to this Settlement Scheme given under clause 5.58(b) below.
Omni Bridgeway	means Omni Bridgeway (Fund 5) Lion Pty Ltd (ACN 673 495 264), the litigation funder of the Knox Applicants in the Knox Proceeding.
Online Portal	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.
Parties	means the Knox Applicants, the Prygodicz Applicants and the Commonwealth.
Preliminary Notice of Assessment	means a document substantially in the form of Annexure H to this Settlement Scheme given under clause 5.57 below, and prepared under clauses 5.29–5.41 below.
Proceedings	means the Prygodicz Proceeding and Knox Proceeding.
Provisional Individual Claim Value	means the provisional value of an Eligible Claimant's claim assessed under clauses 5.29–5.41 and 5.57-5.63 below.
Prygodicz Applicants	means Katherine Prygodicz, Elaine Porter, Steven Fritze, Felicity Button, Shannon Thiel and Devon Collins, being the representative applicants in the Prygodicz Proceeding.
Prygodicz Proceeding	means proceeding *Prygodicz & Ors v Commonwealth of Australia* (VID 1252 of 2019), filed in the Court.
Registration Form	means a document in substantially the same form as set out at Exhibit D to Annexure A of the Deed.

Registered Group Member	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.
Registration Period	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).
Registration Process	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.
Remaining Distribution Amount	the total amount of the Distribution and Interest Sum available as at any time following the distribution of the Fixed Payments.
Robodebt Notification	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.
Robodebt-raised Debt	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.
Scheme Administrator	means the person(s) or entity(s) which is appointed by the Court to administer this Settlement Scheme.
Scheme Commencement Date	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.
Scheme End Date	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.
Settlement Payment	means a payment made to a Group Member from the Distribution and Interest Sum pursuant to this Settlement Scheme.
Settlement Scheme Administration Costs Sum	means an amount not exceeding $60,000,000.00 (inclusive of GST) for the costs and disbursements of administering the Settlement Scheme.
Social Security Payment	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.
Successful Fixed Payment Claim Notice	means a document substantially in the form of Annexure G to this Settlement Scheme given under clause 5.25(b) below.

2. PREAMBLE AND OBJECT OF THIS SETTLEMENT SCHEME

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

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 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 5.71 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

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

Phase 1: Initial Payments and Settlement Scheme Administration Costs

5.1 Within **ten (10) Business Days** of the appointment of a Scheme Administrator (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) Within **ten (10) Business Days** after the end of each month, 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 month.

(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, within **ten (10) Business Days** of receipt of the draft tax invoice, issue the Scheme Administrator and the Commonwealth with a final itemised tax invoice (including copies of invoices for disbursements) 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, within **ten (10) Business Days** of receipt of the draft tax invoice, 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 **five (5) Business Days** after the day on which the revised draft tax invoice is received by the Scheme Assessor;

(iii) the Costs Assessor must, within **five (5) 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 itemised tax invoice (including copies of invoices for disbursements) 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.

(iv) Notwithstanding subparagraphs (i), (ii) and (iii) immediately above, if the Costs Assessor is not satisfied that any of the costs were fairly and reasonably incurred for the reason that the Costs Assessor is not able to make that assessment based only on the review of one month's costs (that is, where the Costs Assessor needs to have regard to costs incurred over a longer period of time to make that assessment), the Costs Assessor may identify costs the assessment of which is to be deferred until the following one month or following two months (or such longer period as may be agreed by the Scheme Administrator or approved by the Court). Any deferred costs assessment shall be completed concurrently with the costs assessment process in the following one month or following two months (or such longer period as may be agreed by the Scheme Administrator or approved by the Court).

(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 itemised tax invoice.

(f) The Scheme Administrator's costs are to be charged at the hourly rates set out in this clause, or at such other rates that are approved by the Court from time to time:

Position	**Hourly rate (excl. GST)**
Paralegal / Claims Contact Centre	$235
Lawyer / Claims Contact Centre Team Lead	$330
Data Analyst	$360
Associate / Project Manager	$425
Senior Associate / Project Manager	$550
Scheme Administrator Lead	$825

(g) The Scheme Administrator will charge out the services of paralegals, law graduates, and junior lawyers (being first year lawyers and second year lawyers) working in the settlement administration but not in the role of a claims contact centre team leader at the rate of $235 per hour plus GST.

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 Category 4 Categorisation Review Request 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 be 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 Category 4 Categorisation Review Request 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 Category 4 Categorisation Review Request Notice, the Scheme Administrator will review each completed Category 4 Categorisation Review Request Notice and supporting information or documents and determine each application.

5.9 The determination of a Category 4 Categorisation Review Request 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 Category 4 Categorisation Review Request and has been determined by the Scheme Administrator to be in an Eligible Group Member Category.

5.12 Within **ten (10) Business Days** after the date by which all Category 4 Categorisation Review Request are to be determined, the Scheme Administrator will give:

(a) to Registered Category 4 Group Members who made a Category 4 Categorisation Review Request that is unsuccessful, a notice in the form of the Category 4 Categorisation Review Request Outcome Notification; and

(b) to Registered Category 4 Group Members who made a Category 4 Categorisation Review Request that is successful, a notice in the form of the Category 4 Categorisation Review Request Outcome Notification accompanied by a Notice of Election and Notice of Claim in accordance with clause 5.13 below.

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

5.13 At the same time as the issue of Eligibility Notices pursuant to clause 5.5 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.

5.20 Within **five (5) Business Days** after the last date by which an Eligible Claimant may give a Notice of Election electing for a Fixed Payment in accordance with clause 5.15(a) above, the Scheme Administrator will give the Commonwealth a list of all Eligible Claimants who have applied for a Fixed Payment. The list will identify whether the Eligible Claimant is in the Group Member categories for a Fixed Payment A Settlement Payment or for a Fixed Payment B Settlement Payment.

5.21 Within **five (5) Business Days** after the last date by which an Eligible Claimant may give a Notice of Election electing for an Individualised Assessment in accordance with clause 5.15(b) above, the Scheme Administrator will give the Commonwealth a list of all Eligible Claimants who have applied for an Individualised Assessment.

Phase 3A: Fixed Payment Process

5.22 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.

5.23 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.

5.24 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.

5.25 Within **seventy (70) 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 5.24 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 5.24 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.

5.26 Within **seventy (70) 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 5.24 above.

5.27 The Scheme Administrator shall, where and to the extent reasonably practicable, assist Eligible Claimants who receive a payment under clause 5.26 above or 5.33 below 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.

<u>Phase 3B: Individualised Assessment Process</u>

5.28 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

5.29 Within **two hundred and fifty (250) 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 5.37 below.

5.30 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.

5.31 Until 2 March 2027 or ~~W~~within **sixty (60) Business Days** of the Scheme Administrator receiving an Eligible Claimant's completed Notice of Claim (whichever is later), and provided it is prior to the issue of a Preliminary Notice of Assessment or Notice of Assessment (as the case may be) to the Eligible Claimant, that Eligible Claimant may request the Scheme Administrator change their election to the Fixed Payment Process.

5.32 Within **ten (10) 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 5.24 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.

5.33 Within **fifteen (15) Business Days** of determining an Eligible Claimant's request pursuant to clause 5.31, the Scheme Administrator will inform Eligible Claimants who are determined to satisfy the relevant criteria that they will receive a Fixed Payment (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, and will make the Fixed Payment to the Eligible Claimant.

5.34 Within **fifteen (15) Business Days** of determining an Eligible Claimant's request pursuant to clause 5.31, the Scheme Administrator will inform the Commonwealth of the change of election.

5.35 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.

5.36 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.

5.37 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 5.38 below; and/or

(b) request that the Eligible Claimant provide any information and/or materials by following the process in clause 5.39 below.

5.38 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 5.38(b) above, or if the Eligible Claimant does not attend the interview at the time and date agreed under subclause 5.38(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.

5.39 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 5.39(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

5.40 Within **forty-five (45) 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.

5.41 The Scheme Administrator may modify any preliminary assessment in light of the moderation provided for in clause 5.40 above, or for any other reason, before a Notice of Assessment or Preliminary Notice of Assessment (as the case may be) is given to the Eligible Claimant in accordance with either clauses 5.45 or 5.57 below.

Stage C Calculation of estimated total distributions by Scheme Administrator

5.42 Within **thirty (30) Business Days** of the moderation pursuant to clauses 5.40 and 5.41 above, the Scheme Administrator shall undertake the following calculations to estimate the Combined Individualised Assessment Amount and the Remaining Distribution Amount:

(a) The estimated Combined Individualised Assessment Amount shall be the total of each preliminary assessment; and

(b) The estimated Remaining Distribution Amount.

5.43 If the calculations performed pursuant to clause 5.42 above indicate to the Scheme Administrator that the estimated Remaining Distribution Amount is greater than the estimated Combined Individualised Assessment Amount such that pro rata adjustments to the value of preliminary assessments will not be required, the Scheme Administrator will proceed to administer this Settlement Scheme pursuant to Phase 4A below (and will not complete the steps outlined in Phase 4B below).

5.44 If the calculations undertaken pursuant to clause 5.42 above indicate to the Scheme Administrator that the estimated Remaining Distribution Amount is or will be less than the estimated Combined Individualised Assessment Amount, such that the value of preliminary assessments will or may need to be reduced pro-rata so that the Combined Individualised Assessment Amount does not exceed the Remaining Distribution Amount, the Scheme Administrator will proceed pursuant to Phase 4B below (and will not complete the steps outlined in Phase 4A below).

<u>Phase 4A: Notice of Assessment, Re-assessment Requests, and Payment of Claims</u>

Stage A Issue of Notice of Assessment

5.45 Within **five (5) Business Days** of completing the calculations pursuant to clause 5.42 above, the Scheme Administrator will give each relevant Eligible Claimant a Notice of Assessment. The 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 B Re-assessment of Notices of Assessment

5.46 Within **thirty-five (35) Business Days** after the date on which a 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.

5.47 An Eligible Claimant who is given a 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 5.465.46 above.

5.48 If an Eligible Claimant accepts the Notice of Assessment, the amount specified in that notice is the Final Individual Claim Value for that Eligible Claimant.

5.49 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).

5.50 Within **thirty-five (35) 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 Individual Claim Value; and

(c) give a revised Notice of Assessment to the Eligible Claimant, which will include the Final Individual Claim Value, which may:

(i) differ from the Individual Claim Value contained in the Notice of Assessment;

(ii) confirm the Individual Claim Value contained in the Notice of Assessment.

5.51 The Eligible Claimant will receive the Final Individual Claim Value, as stated in the Notice of Assessment or revised Notice of Assessment (as the case may be).

Stage C Calculation of Settlement Payment Amounts

5.52 Within **ten (10) Business Days** of all Notices of Assessment (including revised 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 Notice of Assessment amount; and

(b) Remaining Distribution Amount.

5.53 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 5.54 below.

Stage D Distribution of Settlement Payments

5.54 Within **thirty (30) Business Days** of all Notices of Assessment (including revised Notices of Assessment) being given to Eligible Claimants, the Scheme Administrator will pay the Settlement Payment to each relevant Eligible Claimant from the Distribution and Interest Sum.

5.55 Settlement Payments will be paid into the Eligible Claimant's nominated bank account, as provided by the Eligible Claimant.

5.56 The Scheme Administrator shall, where and to the extent reasonably practicable, assist Eligible Claimants who receive a payment under clause 5.54 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 4B: Preliminary Notice of Assessment, Re-assessment Requests, and Payment of Claims

Stage A Giving of Preliminary Notices of Assessment to Eligible Claimants

5.57 Within **five (5) Business Days** of completing the calculations pursuant to clause 5.42 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 B Re-assessment of Preliminary Notices of Assessment

5.58 Within **thirty-five (35) 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.

5.59 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 5.58(b) above.

5.60 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.

5.61 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).

5.62 Within **thirty-five (35) 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.

5.63 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 5.64–5.66 below.

Stage C Calculation of Settlement Payment Amounts

5.64 Within **ten (10) 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 Preliminary Notice of Assessment amount; and

(b) Remaining Distribution Amount.

5.65 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.

5.66 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 5.67(b) below.

Stage D Distribution of Settlement Payments

5.67 Within **thirty (30) Business Days** of the calculations required by clauses 5.64–5.66 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.

5.68 Settlement Payments will be paid into the Eligible Claimant's nominated bank account, as provided by the Eligible Claimant.

5.69 The Scheme Administrator shall, where and to the extent reasonably practicable, assist Eligible Claimants who receive a payment under clause 5.67 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.

5.69A The Scheme Administrator may, in its discretion, expedite the claims assessment and distribution process for an Eligible Claimant who has elected to receive an Individualised Assessment of their claim, where the Scheme Administrator is satisfied that the Eligible Claimant has:

(a) been diagnosed with a terminal illness; and

(b) received a prognosis from their treating physician specifying that it is unlikely that they will live beyond the distribution of a Settlement Payment pursuant to clause 5.67 above.

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

5.70 Within **thirty (30) Business Days** after 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.

5.71 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

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; or

(c) 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 or Gordon Legal by the Registered Group Member; or

(b) sending it to the email address of the Registered Group Member provided to the Scheme Administrator or Gordon Legal by the Registered Group Member; 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 or Gordon Legal by the Registered Group Member; or

(d) sending it by post to the address of the Registered Group Member provided to the Scheme Administrator or Gordon Legal by the Registered Group Member.

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 or Gordon Legal by the Registered Group Member, 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

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. Such attempts shall be made within the following time periods:

(a) if the amount to which the Eligible Claimant is entitled was determined via the Fixed Payment Process, the Scheme Administrator shall make such attempts until the time for completion of the moderation of Individualised Assessment claims under cl 5.40;

(b) if the amount to which the Eligible Claimant is entitled was determined via the Individualised Assessment Process, the Scheme Administrator shall make such attempts for **thirty (30) Business Days** after the time for distribution of settlement payments under cl 5.54 or cl 5.67.

7.3 If the Scheme Administrator is unable, to their satisfaction, to 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; and

(b) the Eligible Claimant is not entitled to any payment, nor entitled to participate any further in the Settlement Scheme.

7.4 If any payment is not made to an Eligible Claimant in accordance with clause 7.3(b) above:

(a) if the amount to which the Eligible Claimant is entitled was determined via the Fixed Payment Process, the amount shall remain in the Compensation Sum and be available for distribution to Eligible Claimants in the Individualized Assessment Process pursuant to Phase 4A or Phase 4B of this Settlement Scheme; and

(b) if the amount to which the Eligible Claimant is entitled was determined via the Individualised Assessment Process, the amount shall be paid to the Commonwealth at the end of the quarter in which the period in clause 7.2(b) above elapses.

8. FAILURE TO COMPLETE STEP BY ELIGIBLE CLAIMANT

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

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 5.71 above, on the Scheme End Date; and

(b) as set out in clause 5.71 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.

9.6 The Scheme Administrator may, in its discretion, assist an Eligible Claimant who has elected to receive an Individualised Assessment of their claim which includes a claim for compensation for personal injury in accordance with cl 5.35(g) above, to obtain one or more of the following types of information (copies of which will be provided by the Scheme Administrator to the Eligible Claimant upon request):

(a) the Eligible Claimant’s relevant medical records;

(b) a report from the Eligible Claimant’s treating doctor; and

(c) a medico-legal report from a suitably qualified, independent psychologist or psychiatrist.

9.7 The Scheme Administrator may only provide the assistance referred to in clause 9.6 where the Scheme Administrator is satisfied that:

(a) the Eligible Claimant would not, without assistance, be able to obtain that information;

(b) the Eligible Claimant:

(i) has been told what type(s) of information the Scheme Administrator proposes to obtain and from whom;

(ii) has been told that there is no compulsion or requirement for the information to be gathered, nor for them to agree to the proposal for assistance; and

(iii) has consented to the Scheme Administrator providing the assistance which has been proposed;

(c) the information is necessary to assess the Eligible Claimant's claim for compensation for personal injury (in the sense that the Scheme Administrator cannot reasonably form a view about the claim without the evidence); and

(d) the cost of obtaining the information would not be disproportionate to the expected value of the Eligible Claimant's claim.

9.8 For the purposes of clause 5.36, the Scheme Administrator may take into account the type of information referred to in clause 9.6.

9.9 The administration of the Settlement Distribution Scheme is subject to the supervision of the Court.

9.10 The Scheme Administrator, in discharging any function or exercising any discretion conferred by the Settlement Distribution Scheme, shall administer the Settlement Distribution Scheme fairly, according to its terms, as a duty owed to the Court in priority to any obligation owed to the Applicants and any individual Registered Group Member.

9.11 The Scheme Administrator may refer any issues relating to this Settlement Distribution Scheme to the Court for direction or determination. The Respondent is to be served with any such referral.

9.12 Without limiting clause 9.3, on the application of the Scheme Administrator, the Court may vary or amend the terms of the Settlement Distribution Scheme. The Respondent is to be served with any such application.

9.13 Any costs reasonably incurred by the Scheme Administrator in relation to any application to the Court in connection with the Settlement Distribution Scheme shall be deemed to be part of the Settlement Scheme Administration Costs Sum unless the Court otherwise orders.

9.14 The Scheme Administrator will report to the Court within 10 business days following each of:

(a) The later date by which Eligible Claimants must have elected Fixed Payment or Individualised Assessment, providing a report to the Court of the number of Eligible Claimants in each category who have elected each claim type;

(b) The payment of Fixed Payment claims in accordance with clause 5.26, providing a report to the Court of: the number of payments of each Fixed Payment type that have been made; the total amount paid to Eligible Claimants for Fixed Payment claims; and the value of the Remaining Distribution Amount as at that time.

ANNEXURE A — ELIGIBILITY NOTICE

ANNEXURE B — CATEGORY 4 CATEGORISATION REVIEW REQUEST NOTICE

ANNEXURE C —CATEGORY 4 CATEGORISATION REVIEW REQUEST OUTCOME NOTIFICATION

ANNEXURE D — NOTICE OF ELECTION

ANNEXURE E — NOTICE OF CLAIM

ANNEXURE F — NO FIXED PAYMENT CLAIM NOTICE

ANNEXURE G — SUCCESSFUL FIXED PAYMENT CLAIM NOTICE

ANNEXURE H — PRELIMINARY NOTICE OF ASSESSMENT

ANNEXURE I — NOTICE OF REQUEST FOR INTERVIEW

ANNEXURE J — NOTICE OF REQUEST FOR INFORMATION

ANNEXURE K — NOTICE OF REQUEST FOR RE-ASSESSMENT

ANNEXURE L — FINAL NOTICE OF ASSESSMENT

ANNEXURE M— NOTICE OF ASSESSMENT