# **icare**Lifetime Care

### Companion to the Lifetime Care and Support Guidelines 2018

# Home modifications (companion to Part 14)

Lifetime Care will pay for the reasonable and necessary modifications to your home that you need because of an injury you sustained from a motor vehicle accident.

This companion explains what home modifications we'll pay for, what we won't pay for, what we mean by certain terms, and how we make our decisions.

When we use the word 'you', we mean the person covered by the Lifetime Care and Support Scheme (also known as 'the participant') or someone representing them, such as a parent, guardian or legal representative.

### What we fund

#### Home modifications

Home modifications are changes to your home that you need so you can access your home and use its standard fittings. We'll pay for a home modification if you need it because of the motor accident injury.

Home modifications can be minor or major. Minor modifications are straightforward and cost no more than \$30,000. They don't change the external structure of your home. Some examples are:

- installing temporary internal or external ramping
- installing simple rails
- removing a shower screen
- widening an entrance.

Major home modifications are complex as they change the internal or external structure of your home. They usually involve many tradespeople, require a detailed plan or council approval, or cost over \$30,000. Some examples are:

- adding or removing walls
- adding a wet area or shower
- erecting a new structure.

We can pay for a home modification when:

- you and the homeowner have both agreed in writing to the home modification
- the body corporate or other relevant authority has given approval in writing
- alternative options, such as relocation, have been considered and excluded
- the scale and cost of the proposed modification is the most feasible option when considering the likely benefit to you
- there aren't any structural constraints that would prevent the modification, for example the steepness of the block or the condition of the home.

### Modifications for homeowners

We'll pay for a modification to the main home you own if:

- you intend living there for at least another five years
- relocating is not the best option for you.

### Modifications for a second home

We'll pay to modify your second home if you spend a significant amount of time there, for example because of shared parenting arrangements or it's a holiday home.

We'll pay for such modifications as:

- ramps
- rails
- doorway widening
- minor bathroom modifications.

#### We'll need to know:

- if we've paid for any previous home modifications
- the amount of time you expect to spend there
- how modifying the second home would benefit you.

### Modifications for rental accommodation

We'll pay for modifications to a rental property if:

- your name (or your parent or legal guardian, if you're a child) is on the lease
- the owner agrees in writing
- you intend to stay there for the foreseeable future
- the cost does not exceed \$15,000 multiplied by the number of years in the term of the lease (for example \$30,000 for a two-year lease).

We may also pay for the cost of returning your rental property to its former state if the owner requests it and it's related to the modifications we previously approved.

# Short-term accommodation during major modification work

We'll pay for short term accommodation for up to nine months if:

- major modifications are being made to your home and you can't access it or live there
- it's the most cost-effective option to meet your needs.

If it's your first major home modification, we'll also pay for short-term accommodation for family members who will have to move out because of the building process.

### Relocating if the home can't be modified

We'll pay for you to relocate if:

- you're being discharged from hospital for the first time since the accident
- your needs have significantly changed
- we've decided the home can't be modified and you have to purchase another home or find a new rental home
- it's the best option in the circumstances.

If you meet these requirements and you, or a member of your family you live with, buys a new home or relocates to a rental property, we may pay for related costs such as:

- real estate agent fees
- legal fees
- stamp duty
- cleaning costs
- furniture removal
- building or strata reports and pest inspection
- costs related to finding a rental property or home to buy if you can't search for one yourself
- fees for breaking a tenancy agreement
- furniture removal
- an assessment and report to find you a home by someone that we've approved, such as a building modifications occupational therapist (BMOT).

We may need a current building, strata or pest report, and advice and recommendation from a BMOT and a building modification project manager's (BMPM) assessment of the property to help us decide.

### Buying another home

We expect you to choose a home that doesn't need a lot of changes to meet your needs. We may pay for a building modifications occupational therapist (BMOT) or building modification project manager (BMPM) to look at the home you're buying to advise you if the home will meet your needs.

We'll also pay up to \$85,000 for modifications to the home you buy, such as:

- accessible entry to and exit from the home
- a bathroom and toilet
- a bedroom
- a laundry and kitchen if you do your laundry and prepare your own meals.

### Buying a house off the plan

If you're thinking about building a new home, we expect you'll choose a design that won't need a lot of modifications to meet your needs.

We'll pay for a building modifications occupational therapist (BMOT) or building modification project manager (BMPM) to review the design and advise you on whether the home will meet your needs.

We'll pay for the difference between the standard cost of building the home and any additional costs incurred for modifications such as:

- accessible entry to and exit from the home
- a bathroom and toilet
- a bedroom
- a laundry and kitchen if you do your laundry and prepare your own meals.

### Room temperature control equipment

If you can't self-regulate your body temperature because of the motor accident injury and this probably won't change, or if not having room temperature control causes secondary care complications, we'll pay for room temperature control equipment.

To help us make this decision we'll consider the main areas of the house that you'll access and the structure and layout of your home. We'll also consider clinical evidence related to issues you have with self-regulating your body temperature. If you have a spinal cord injury, we'll need to know the level of the spinal cord lesion.

### **Energy costs**

We'll contribute up to 35% of your energy bill from the date the room temperature control equipment was installed, or from when you start using it, when:

- we funded the equipment or agreed you needed existing equipment
- there's evidence that the energy costs can be directly related to the temperature control equipment to meet your needs
- you've applied for or are receiving rebates such as the NSW medical energy rebate for NSW residents.

We'll also contribute to the costs related to servicing, maintenance and repair of the equipment.

### Environmental control systems and units

We'll pay for equipment and modifications that increase your independence in daily activities. This could be equipment such as automatic door openers, intercoms, emergency call alerts or light and telephone controls that work with an environmental control unit or other 'electronic aids to daily living' to improve your access and independence in your home.

### Repairs and maintenance of home modifications

We'll pay for repairs and maintenance when they're essential for your access or safety.

We'll also pay for any normal wear and tear to a home modification. We'll also pay a proportion of the original costs you paid if we didn't fully pay for the original home modification.

### Other circumstances

Requests for home modifications that don't fall within the situations above will be considered on a case-by-case basis.

### What we don't fund

We don't pay for:

- repairs or modifications that you need because of a condition you had before the motor accident
- illegal structures
- repairs for defects in the home that existed before the accident, such as termite damage or concrete cancer
- pools, spas or aqua therapy facilities
- upgrades of any materials used in the home modification
- items or labour not included in the final contract for modifications we agreed to
- normal household items such as furniture or whitegoods, surge protectors, towel rails, fans, lights, hot water services, security doors and windows
- anything that adds value to an existing property and isn't related to your motor accident injury

- costs for the removal of major home modifications
- loss of value to the home because of a home modification
- loss of value or costs associated with removing a home modification
- another home modification, if we've paid for one in the past five years, unless your personal circumstances have unexpectedly changed
- interim accommodation when there was an accommodation issue before the injury, the need is not because of the injury, or you have refused other reasonable accommodation options
- costs related to the normal end of a tenancy such as advertising costs, steam cleaning carpets or cleaning a property at the end of the tenancy
- repairs to your home
- any home modifications that we haven't approved
- the cost of more than one strata, building or pest inspection report
- internet costs for researching properties
- body corporate/strata fees
- council or water rates
- modifying a new home build you have chosen even though the design doesn't meet your needs
- changes to plan designs that are done for free
- any standard cost related to the finishings of a new home, such as bathroom tiles, taps, flooring
- modifications that are above the standard cost
- standard costs related to building a new home, such as council fees, external consultant or engineer fees
- repairs and maintenance of environmental control systems and units due to normal wear and tear or that weren't funded by us.

### How we decide

We follow Lifetime Care funding principles to decide which, if any, home modifications you need and what we'll fund. We may also refer to other guidelines to help us in this process.

#### We consider:

- who owns the home
- how long you are expected to stay at the home
- if the home modification is the most costeffective option.

We may ask an occupational therapist to complete a home assessment. We may also need to identify anything in your environment that is a barrier to you living safely and successfully in your home and what can be done to overcome these barriers. This might include:

- providing equipment
- non-structural changes to the home
- relocation.

We'll also consider the clinical reasons you need any home modifications and the best option for you.

### Information we may need to make our decision

We may ask you for information to help us assess your needs, including:

- how you go into and out of the home
- which areas of the home you access daily
- project plans, including the cost and extent of the home modification
- that the home modification meets Australian Standards
- you have the required consents, for example from a landlord, body corporate or local council
- how equipment (such as a wheelchair) affects the way you move around and can use your home
- whether there may be any changes or improvements to your mobility in the future.

#### **Environmental control systems and units**

To help us decide what environmental control systems and units we'll pay for, we may need information on:

- the expected increase to your independence
- whether you have a prescription from an occupational therapist
- results of any trials of the system
- availability of a back-up system
- other cost-effective alternatives
- the likely cost, set up, ongoing support and maintenance of the system and unit.

### Our funding principles

When we're making decisions about funding home modifications we follow these guidelines.

- Planning, decision-making and risk assessment activities are collaborative, and this is evident in plans and requests for services.
- Our aim is to help you be as independent as possible and to participate in the community.
- The treatment or service must relate to the motor accident injury.
- Services should be flexible and tailored to meet your needs.
- The treatment, item or service benefits you, is appropriate, and is cost effective.
- The provider is appropriate to your needs.
- Decisions are made within 20 working days.

We'll document our decisions and communicate them via a 'certificate' (a certificate is a letter we'll send you about the decisions we've made).

### Your rights

- You have the right to refuse services.
- You have the right to dispute any decision we make about your needs.

## Our process for making decisions

- We'll need to get some information about the home modifications you want us to pay for.
- After we get this information, we'll make a decision within 20 working days.
- We'll let you know our decision by letter.
  This is known as a 'certificate'.
- You don't have to agree with our decisions. You have the right to dispute any decision we make. That's OK and we can help you do this.

### Making an agreement

We may need you to sign a formal agreement that describes conditions of use, maintenance, insurance and ownership. It may cover:

- changes of ownership or sale of the home
- the frequency of future home modifications
- maintenance and repairs
- ongoing costs, such as insurance
- any requirement to repay the contribution we made if the home is sold.

#### For more information contact Lifetime Care

9am to 5pm, Monday to Friday

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