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Manager
Financial Services Reform Taskforce
The Treasury
Langton Crescent
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Dear Madam/Sir

Enforceability of financial services industry codes – Consultation Paper

Consumer Action Law Centre welcomes the opportunity to comment on Treasury's Consultation Paper, *Enforceability of financial services industry codes* (the **Consultation Paper**).

Opening remarks

Industry codes are only useful to the extent that they improve standards in the relevant sector, provide meaningful rights for consumers, and are complied with by code subscribers. Too often, industry codes have failed to meet these requirements, and regulation or law is required to improve practices and standards in the finance sector.

For example, the recent, damning report on compliance with the General Insurance Code of Practice (**GI Code**) found that insurers—even in the post-Royal Commission environment—are not taking their obligations under the GI Code seriously, are 'reverting to black letter law,' and paying only 'lip service' to GI Code compliance failures.[1] In 2017-18, there were 11,774 Code breaches of the GI Code – a 32 per cent increase on the previous year. The report notes a 'common and worrying theme' that:[2]

> *some subscribers, including legal firms they engage, attempt to interpret the Code's financial hardship standards as narrowly as possible. Subscribers have argued that certain standards do not apply in particularly circumstances, or, more broadly, suggest that the Code is merely a guideline that does not confer any enforceable rights on a consumer or small business.*

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[1] General Insurance Code Governance Committee, *General Insurance in Australia: 2017-18 and current insights*, March 2019, page 4, available at: https://service01.afca.org.au/public/download/?id=9800.
[2] Ibid 5.

While we remain sceptical about the effectiveness of industry codes in improving consumer outcomes, this submission provides support for enhancing the regulatory framework that applies to industry codes with the goal of making them more enforceable. However, we submit:

- All provisions of industry codes should be enforceable, both through contract and statutory remedies;
- Remedies should be available through internal and external dispute resolution, or through courts—we should not interrupt the existing principle that a complainant can reject an external dispute resolution determination and seek legal remedies through a court;
- All industries should be required to develop a code and, if they do not, the Australian Securities & Investments Commission (**ASIC**) should be empowered to make a relevant industry code itself;
- All businesses operating in an industry sector should be required to be signatories of a code relevant to that sector—this should include financial entities that are not licensed;
- ASIC should approve all codes in accordance with the standards set out in its existing regulatory guidance, with some enhancements;
- ASIC approval of an industry code should remove risk of legal action under competition law;
- Consumer representatives should be involved in the approval process for ASIC codes; and
- There should be much greater resourcing for code monitoring bodies, and such bodies should not be limited in relation to the investigations or actions they can take, and the sanctions they impose.

Complete responses to the questions in the Consultation Paper are set out below.

Response to consultation questions

1. What are the benefits of subscribing to an approved industry code?

Industry codes are only useful to the extent that they improve standards in the relevant sector, provide meaningful rights for consumers, and are complied with by industry.

Too often, industry codes include standards that are vague, meaningless or do not improve standards beyond those which exist in the law. Even if codes do contain beneficial provisions that create rights and improve standards, compliance is often lacking.

Vague or meaningless language can include statements like "we are committed to x".[3] It is unclear whether this sort of language gives rise to consumer rights or entitlements; beyond a vague assurance of "commitment". Other codes specifically state that the code "is not intended to create legal or other rights".[4] To be useful to consumers, a code should not only respond to identified and emerging consumer issues but provide clarity on what the signatory will or will not do or provide.

There are also instances of where the duty or obligation is clear, but there is still substantial non-compliance. In 2017-18, there were 11,774 Code breaches of the General Insurance Code of Practice—a 32 per cent increase on the previous year.

[3] See clause 32 and 34, Banking Code of Practice.
[4] See clause 2.16, Life Insurance Code of Practice.

Another example relates to the direct debit provisions of the Banking Code of Practice and the Customer Owned Banking Code of Practice. Both codes commit signatories to cancel a customer's direct debit upon request, and not require customers to first raise the cancellation request with the merchant who is paid through the direct debit.[5] Despite this, the relevant code monitoring bodies have consistently found high levels of non-compliance. For example, a recent report from the Customer Owned Banking Code Compliance Committee found "unacceptably high" non-compliance.[6] A 2018 report from the Banking Code Compliance Committee found more than half of bank staff gave incorrect responses to questions about cancellation of direct debits.[7]

The substantial and ongoing levels of non-compliance breeds cynicism in industry codes, and a view that industry codes create little benefit for consumers and primarily benefit industry through limiting the likelihood of more effective legal rules being imposed.

2. ***What issues need to be considered for financial services industry codes to contain 'enforceable code provisions'?***

All provisions of industry codes should be enforceable.

Section 1101A(3)(b)(i) of the *Corporations Act 2001* (Cth) states that ASIC must not approve a code of conduct, or a variation of a code of conduct, unless it is satisfied, inter alia, that signatories "that hold out that they comply with the code will comply with the code". ASIC has published regulatory guidance about this clause and says that this requires "compliance with the provisions of the code, and that there are appropriate remedies and sanctions for non-compliance".[8] Moreover, ASIC's regulatory guidance is that codes should be enforceable, that is, through adequate dispute resolution procedures, remedies and sanctions.[9]

We thus consider it would be a step backwards if only some of the provisions of industry codes were enforceable.

We note that the Final Report of the Royal Commission into Misconduct in the Banking, Superannuation and Financial Services Industry (**Royal Commission**) recommended that industry should identify the provisions that it says govern the terms of the contract and that these should be "enforceable code provisions". The implication is that not all clauses of an industry code should be enforceable.

We think the better approach is that all code provisions should govern the terms of the contract, and give rise to contractual remedies in cases of a breach. It is not clear what benefit there are to clauses of the code

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[5] Clause 135 and 137, Banking Code of Practice; Clause 20, Customer Owned Banking Code of Practice.
[6] Customer Owned Banking Code Compliance Committee, *Own Motion Inquiry: Direct Debits,* March 2019, http://www.cobccc.org.au/uploads/2019/03/COB-OMI-Direct-Debit-21March2019.pdf
[7] Code Compliance Monitoring Committee, *Report: Improving banks compliance with direct debit cancellation obligations*, October 2017, http://www.ccmc.org.au/cms/wp-content/uploads/2017/10/CCMC-Report-Improving-banks%E2%80%99-compliance-with-direct-debit-cancellation-obligations-October-2017.pdf
[8] ASIC, RG 183: Approval of financial services sector codes of conduct, March 2013 [183.35], https://asic.gov.au/regulatory-resources/find-a-document/regulatory-guides/rg-183-approval-of-financial-services-sector-codes-of-conduct/.
[9] ASIC, RG 183.43.

that do not also form part of the contract. Such clauses are likely to be vague, offering limited benefit or practical effect. While some clauses might not envisage an immediate consumer remedy (for example, commitments to deliver staff training on particular topics), there is little point in including these sorts of commitments unless the signatory is willing to commit to them in a contractually enforceable way.

We note that clause 2 of the Banking Code of Practice states that the code forms part of banking services and guarantees through written terms and conditions. This clause refers to "relevant" provisions of the code applying to the banking service or guarantee. We consider that this means that the code provisions relating to guarantees or credit cards, for example, do not form part of the written terms and conditions of a transaction account. It does not mean that banks have discretion about which provisions of the code should apply—this would only serve to create confusion, particularly given clause 3 states the terms and conditions need not set out the provisions.

Allowing some but not all provisions to be enforceable would create further complexity in communicating to customers (and staff) their rights and remedies under the particular code.

Given this, we do not support a regime which allows the relevant industry to have discretion over which clauses of its code should be enforceable. We consider all provisions of a code should be enforceable.

3. What criteria should ASIC consider when approving voluntary codes?

We support the existing criteria for code approval contained in ASIC's regulatory guide. These criteria are:

- The code is freestanding and written in plain language;[10]
- The code contains a body of rules, not just a single issue;[11]
- There was an appropriate consultative approach in the development of the code[12] (though see further below);
- The code content addresses issues of concern to stakeholders, including consumers;[13]
- There is effective and independent code administration;[14]
- The code is enforceable against subscribers;[15]
- Compliance with the code is monitored and enforced;[16]
- There are appropriate remedies and sanctions;[17]
- The code is adequately promoted;[18]
- There is a mandatory three-year review of the code.[19]

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[10] ASIC, RG 183.55 & RG183.29.
[11] ASIC, RG 183.19 & 193.24.
[12] ASIC, RG 183.49 – RG 183.54.
[13] ASIC, RG 183.55 – 183.62.
[14] ASIC, RG 183.76 – RG 183.81.
[15] ASIC, RG 183.25 – RG 183.27.
[16] ASIC, RG 183.76 -RG 183.81.
[17] ASIC, RG 183.68 – RG 183.73.
[18] ASIC, RG 183.78 – RG 183.80.
[19] ASIC, RG 183.82 – RG183.84.

In addition, and as noted above, we consider that the provisions of codes should be more than mere restatements of existing obligations at law—code obligations should build upon legal obligations.

The development and periodic review of industry codes should occur in accordance with the good practice principles published by the Consumers' Federation of Australia on consumer advocate involvement and expectations of development and review of industry codes.[20] These principles require:

- independence of the process;
- evaluation of impact;
- meaningful, genuine and efficient consumer engagement and consultation;
- resourcing for consumer engagement;
- clear and realistic timeframes;
- effective implementation of recommendations from reviews

We also consider that there is value in enhancing the ASIC-approval process by involving consumer representatives more directly in the decision to approve a code. ASIC already involves industry stakeholders in decision-making on certain administrative decisions.[21] Involving consumer representatives in decisions to approve industry codes may serve to enhance the quality of commitments in a code, as well as the effectiveness of sanctions and compliance bodies.

Some industries are reticent to include certain commitments in industry codes for fear that to do so will be considered anti-competitive in breach of Part IV of the *Competition & Consumer Act 2010* (Cth) (**CCA**). This is often the case where the commitments relate to price or product design. While authorisation of anti-competitive conduct can be sought from the Australian Competition & Consumer Commission (**ACCC**) under Part VII of the CCA, on the basis that the conduct would result in a public benefit that outweighs any anti-competitive detriment, there is a perception by certain parts of industry that this is a difficult and/or risky process.

The impact is that the industry does not include beneficial terms in its industry codes. For example, the Australian Banking Association did not include a clause responding to the recommendation from its independent code review that default fees should be set having regard to the bank's costs.[22] In another example, the Financial Services Council withdrew draft provisions of the Life Insurance Code requiring insurers not to sell life insurance to people below a certain age threshold. In both instances, the industry bodies indicated a concern about competition law, and their decisions represented a missed opportunity to ensure robust consumer protection standards.

To overcome this, consideration should be given to whether ASIC-approval should remove risk of legal action under competition law as occurs with ACCC authorisation. As part of ASIC's approval process,

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[20] Consumers Federation of Australia, *Good Practice Principles: Consumer advocate involvement and expectations of development and reviews of industry codes and external dispute resolution schemes,* April 2018: http://consumersfederation.org.au/wp-content/uploads/2018/05/Guidelines-Codes-EDR-Schemes.pdf

[21] ASIC, RG 263: Financial Services and Credit Panel, November 2017, https://download.asic.gov.au/media/4547835/rg263-published-16-november-2017.pdf.

[22] ABA, Banking Industry Response to Independent Code Review, recommendation 63, March 2017 https://www.ausbanking.org.au/images/uploads/ArticleDocuments/113/Banking%20Industry%20response%20to%20Khoury%20Review.pdf

industry bodies could be required to consult from ACCC to ensure there is a public benefit that outweighs any anti-competitive detriment.

4. ***Should the Government be able to prescribe a voluntary financial services industry code?***
5. ***Should subscribing to certain approved codes be a condition of certain licences?***
6. ***When should the Government prescribe a mandatory financial services industry code?***
7. ***What are the appropriate factors to be considered in deciding whether a mandatory code ought to be imposed on a particular part of the financial sector by Government?***

We consider that both Government and ASIC should be able to require an industry to develop a code and/or have their code approved by ASIC. This is consistent with recommendation 18 of the ASIC Enforcement Review Taskforce.[23] If an industry does not develop a code within a reasonable timeframe, the Government or ASIC should be able to mandate an industry code. This would provide a meaningful incentive for the relevant industry sector to develop a code.

In his final report, Commissioner Hayne noted he did not favour ASIC being provided with rule-making powers.[24] The Commissioner said that adopting such a model would require consideration of how wide the power would be and what accountability mechanisms or constraints would accompany it. We note that the recently enacted *Treasury Laws Amendment (Design and Distribution Obligations and Product Intervention Powers) Act 2019* allows ASIC to set rules about a product or class of products where it is likely to result in significant financial detriment.[25] These new powers are akin to rule making power, and are accompanied by constraints including consultation requirements and review arrangements. We consider that there is no substantial policy concern around ASIC similarly having power to make an industry code where the industry does not make one. We also note that the Financial Conduct Authority in the UK has broad rule-making powers, and that it is a respected financial services regulator.

All industry sectors that interact with consumers should be required to develop a code approved by ASIC. We generally agree with the ASIC Enforcement Review Taskforce that priority in ASIC approval should be given to existing codes across retail banking, retail general and life insurance, and group insurance. There are other sectors that have codes that should also be required to be approved by ASIC including finance and mortgage brokers and debt collectors.

We agree that subscribing to a relevant ASIC-approved industry code should be a licensing condition for entities licensed by ASIC. This would be one way to ensure that all licensees in a particular sector are obliged to comply with code standards. This should apply to Australian Credit Licensees as well as Australian Financial Services Licensees.

We consider, however, that unlicensed entities that are regulated by ASIC should also be required to abide by codes relevant to their industry, and that ASIC should have the power to require an industry to develop a code for approval, even if there is no licensing regime. We note, for example, the Online Small Business

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[23] ASIC Enforcement Review Taskforce, Final Report, December 2017, https://treasury.gov.au/review/asic-enforcement-review/r2018-282438.
[24] Royal Commission Final Report, page 107.
[25] Schedule 2, items 7and 13, subsections1023D(1)and 1023D(3) of the Corporations Act and subsections301D(1) and 301D(3) of the NCCPA.

Lenders Code of Lending Practice created by the Australian Finance Industry Association.[26] This code should be required to comply with the same regime and be approved by ASIC, even though there is no requirement for online small business lenders to be licensed. We also understand that the Buy Now Pay Later industry is also proposing to develop an industry code. While we consider that this sector should be regulated under the NCCPA, any industry code should meet the ASIC-approval regime.

8. What level of supervision and compliance monitoring for codes should there be?

At the very least, codes should be administered in accordance with the standards set out in ASIC's existing regulatory guidance.[27] Code compliance bodies should be independent of the industry, and have the power and capacity to undertake compliance monitoring and enforcement that drives improvement in standards and conduct.

We note and support recommendation 4.10 of the Royal Commission Final Report, which proposed that code compliance bodies have the power to impose sanctions on a signatory that has breached the code. In a range of sectors, the power or authority of code monitoring bodies are limited by the code itself or other constituent documents.

While the Royal Commission noted particular restrictions on code compliance bodies in the insurance industries, there are similar restrictions on other code monitoring bodies. For example, there are a number of restrictions in relation to the new Banking Code Compliance Committee. To apply a sanction, there must be a finding that a breach is systemic or serious, or the bank must have failed to act on a request to remedy a breach.[28] As described by the Royal Commission, this unnecessarily restricts the relevant code compliance body:

> *The power to impose sanctions had not been exercised because the Committees could only impose sanctions where an insurer had failed to correct a Code breach. Sanctions could not be imposed in response to a breach of the Code, in and of itself.*[29]

Similarly, the Banking Code Compliance Committee is restricted from investigating a matter that has been considered by another forum already or is under investigation by another forum.[30] This sort of restriction makes little sense, especially given other forums (i.e. regulators like ASIC) are not currently directly empowered to consider code breaches.

Further, code monitoring bodies should be empowered to impose a wide variety of sanctions and should not be limited in this regard. ASIC's regulatory guidance says that code breach sanctions can include formal warnings, public naming of non-complying organisations, corrective advertising orders, fines, suspension or expulsion from the industry code, and/or suspension or termination of subscription to the code.[31] Despite

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[26] AFIA, Online Small Business Lenders Code of Practice, https://www.afia.asn.au/aosbl .
[27] ASIC, RG 183.76 – RG 183.8.1
[28] ABA, Banking Code of Practice, clause 7.1 https://bankingcode.org.au/assets/img/BCCC%20Charter.pdf
[29] Royal Commission into Misconduct in the Banking, Superannuation & Financial Services Industry, Final Report, volume 1, page 315.
[30] Banking Code Compliance Committee, Charter, clause 5.3(d), https://bankingcode.org.au/assets/img/BCCC%20Charter.pdf
[31] ASIC, RG 183.70.

this, we are not aware of any code monitoring body in the finance sector that is empowered to fine signatories for breaches. Monetary penalties are required to ensure deterrence. We also consider that code monitoring bodies should also be able to require signatories to compensate customers affected (or at least work with the Australian Financial Complaints Authority to achieve this) and disgorge profits associated with breaches.

Moreover, the resourcing available for code compliance bodies must be substantially enhanced. Our observation is that there are, in general, limited resources available for code compliance monitoring. Beyond collection of self-reported breach data, most code compliance bodies appear to be resourced to conduct only one or two in-depth inquiries a year. Furthermore, these inquiries are mostly desktop undertakings (although there is sometimes mystery shopping). Much greater resourcing is required to ensure that code compliance bodies are well-placed to ensure widespread compliance with code provisions.

9. ***Should code provisions be monitored to ensure they remain relevant, adequate and appropriate? If so, how should this be done and what entity should be responsible?***
10. ***Should there be regular reviews of codes? How often should these reviews be conducted?***

There should be a range of mechanisms to ensure code provisions remain relevant, adequate and appropriate. The relevant industry body as well as the code compliance body should be leaders at this task.

Moreover, as required by ASIC's regulatory guidance, code provisions should be reviewed at least every three years. Such a review should be independent. Independence requires that the reviewer does not have any direct relationship with the relevant industry. The reviewer should also be capable of conducting the review with fairness, equity and impartiality, independent of the interests of the industry body that nominated the reviewer. An independent reviewer should be adequately resourced through support people or a secretariat.

The Consumers' Federation of Australia has published good practice principles about consumer group expectations for reviews of industry codes, and the processes that should be adopted.[32] We strongly endorse these principles.

11. ***Aside from those proposed by the Commissioner, are there other remedies that should be available in relation to breaches of enforceable code provisions in financial service codes?***
12. ***Should ASIC have similar enforcement powers to the Australian Competition and Consumer Commission (ACCC) in Part IVB of the Competition and Consumer Act in relation to financial services industry codes?***
13. ***How should the available statutory remedies for an enforceable code provision interact with consumers' contractual rights?***
14. ***Should only egregious, ongoing or systemic breaches of the enforceable provisions of an industry code attract a civil penalty?***

We consider that there should be a range of robust remedies available in relation to breaches of industry codes.

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[32] CFA, above n 20.

Remedies should include contractual remedies, given that provisions of industry codes should be incorporated into the contract between the customer and the firm. Contractual remedies commonly include damages but might also include specific performance or injunctive relief (however these latter remedies are usually discretionary, and the court is not obliged to award them even where breach is established).

We also support statutory remedies as proposed by the Royal Commission, consistent with Part VI of the CCA. These would include pecuniary penalties;[33] injunctions;[34] damages;[35] non-punitive orders (including community service orders, probation orders, disclosure orders and corrective advertising orders);[36] punitive orders relating to adverse publicity;[37] disqualification from managing a corporation;[38] other compensation orders[39] and enforceable undertakings.[40]

Many of the above remedies can only be sought by the regulator, however some can be sought by a consumer including damages and injunctions. We would support consideration being given to whether a greater variety of statutory remedies should be able to be sought by a consumer in relation to breach of an industry code. This is because it seems unlikely to us that a regulator will seek court enforcement action in relation to breaches of an industry code—the regulator's primary focus will be on enforcing breaches of laws. Extending certain remedies to consumers, including civil penalties, can provide for effective deterrence.

There are precedents for this approach in other areas of consumer protection. For example, Part 6 of the National Credit Code[41] lists a number of provisions (primarily related to disclosure requirements for credit contracting) for which penalties may be sought should the provision be breached. Not only the regulator, but a party to a contract or a guarantor, has standing to seek imposition of a penalty. The payments are "penalties" because they are punitive, not compensatory, in nature. Accordingly, Part 6 does not require that any loss be suffered by a debtor before a penalty is applied. However, unlike most penalties, they may be paid to an individual (that is, the debtor under the credit contract), rather than the state.

Even though we consider that consumers should be able to seek a pecuniary penalty in their own right, we do not consider that ASIC should be limited to seeking a pecuniary penalty only where there are systemic or egregious breaches of an industry code. There is no good justification for such a limitation. We note that the regulator will generally only take enforcement action where a matter is significant or systemic. But creating additional enforcement hurdles will only create additional cost and complexity.

15. ***In what circumstances should the result of an external dispute resolution (EDR) process preclude further court proceedings?***
16. ***To what matters should courts give consideration in determining whether they can hear a dispute following an Australian Financial Complaint Authority (AFCA) EDR process?***

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[33] CCA, section 76.
[34] CCA, section 80.
[35] CCA, section 82.
[36] CCA, section 86C.
[37] CCA, section 86D.
[38] CCA, section 86E.
[39] CCA, section 87.
[40] CCA, section 87B.
[41] The National Credit Code is Schedule 1 to the *National Consumer Credit Protection Act 2010* (Cth).

17. What issues may arise if consumers are not able to pursue matters through a court following a determination from AFCA?

We strongly oppose a consumer being precluded from initiating court proceedings if a matter has been considered by an EDR process. To do so would upset a long-standing and effective principle of EDR—that determinations are binding on industry but not on consumers.[42]

In the context of financial services, an AFCA decision is not binding unless the consumer accepts AFCA's decision at the end of the process.[43] Consumers always retain the right to reject an AFCA determination and seek to enforce their legal rights in another forum, such as a court or tribunal.[44]

Where a consumer accepts a determination of an EDR scheme, or otherwise resolves a complaint by agreement through an EDR scheme, this would prevent them from taking further court action, including for the balance of their claim if the compensation cap is exceeded. In these circumstances, the parties enter terms of settlement to finalise a complaint. Terms of settlement are binding and would prevent a party from taking further legal action. This should be the only circumstance in which an EDR process precludes further court proceedings.

While it would be rare in practice for a consumer to take a matter to court, particularly given the cost and other accessibility barriers, this principle ensures consumers retain their legal rights. This aligns with the proposition that EDR is a form of 'alternative' dispute resolution, with the parties choosing to resolve the dispute outside court. While a determination is binding on an industry firm, this is because they have chosen to be a licensed provider requiring membership of EDR or have otherwise chosen independently to comply with the requirements of EDR membership.

This long-standing feature of EDR—that decisions are binding on the trader but not the consumer—is critical to reduce the power imbalance between the parties. Unlike consumers, firms have many benefits in financial dispute resolution, including:

- access to the relevant documentation, including call recordings and notes of customer interactions;
- access to internal or external legal advice, and
- as a 'repeat player' in the system, an understanding of EDR process and how to best articulate a defence to the complaint.

It is essential that EDR decisions are binding on the trader to ensure compliance, and that the firm does not have appeal rights. Otherwise, firms could appeal EDR decisions through long and expensive court processes to wear down under-resourced and fatigued consumers, who may have assets at risk in the event of an adverse costs order. In industries where EDR is not available, these practical, financial and legal risks

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[42] Treasury, Key Practices for Industry-based Customer Dispute Resolution, clause 6.12 states "Final determinations of the decision-maker that are not recommendations are binding on the participating organisation if complainants accept the determination": https://static.treasury.gov.au/uploads/sites/1/2017/06/key_pract_ind_cust_dispute_resol.pdf;
[43] ASIC, *Regulatory Guide 267: Oversight of the Australian Financial Complaints Authority*, June 2018, RG267.179: https://asic.gov.au/regulatory-resources/find-a-document/regulatory-guides/rg-267-oversight-of-the-australian-financial-complaints-authority/.
[44] Ibid RG267.180.

associated with court action can lead people to abandon meritorious complaints against financial service providers.[45]

Forcing consumers to elect between AFCA and court in pursuing remedies for breaches of enforceable code provisions could create perverse results. For example, consumers often claim breaches of legislative provisions and code provisions in the same dispute, relating to the same circumstances. If the consumer elected to go to AFCA and then rejected the AFCA determination, the consumer could take the balance of their claim on the legislative provisions to court but not the claims on code provisions.

This election would create further legal complexity for consumers at the early stages of their disputes, requiring legal advice on choice of forum. In many cases, it will likely result in consumers unknowingly "electing" AFCA because it is – and should be – the primary forum for most disputes.

To prevent these practical and principled difficulties, we strongly recommend that the usual EDR position remain for enforceable code provisions.

If you have any questions about this submission, please contact us on 03 9670 5088 or at info@consumeraction.org.au.

Yours Sincerely,
CONSUMER ACTION LAW CENTRE

Gerard Brody
Chief Executive Officer

[45] For more information on access to justice difficulties in the court system, see our submission to the Senate Legal and Constitutional Affairs References Committee, *Inquiry into the resolution of disputes with financial service providers within the justice system*, 1 March 2019, available at: https://policy.consumeraction.org.au/2019/03/06/submission-resolution-disputes-fsp-within-justice-system/.