

Productivity Commission Inquiry into Natural Disaster Funding Arrangements

Submission by the Financial Rights Legal Centre

The Financial Rights Legal Centre (*formerly known as the Consumer Credit Legal Centre (NSW)*) is a community legal centre that specialises in helping consumer's understand and enforce their financial rights, especially low income and otherwise marginalised or vulnerable consumers. We provide free and independent financial counselling, legal advice and representation to individuals about a broad range of financial issues. Financial Rights operates the Credit & Debt Hotline, which is the first port of call for NSW consumers experiencing financial difficulties. We also operate the Insurance Law Service which provides advice nationally to consumers about insurance claims and debts to insurance companies. Financial Rights took over 20,000 calls for advice or assistance during the 2012/2013 financial year.

Financial Rights also conducts research and collect data from our extensive contact with consumers and the legal consumer protection framework to lobby for changes to law and industry practice for the benefit of consumers. We also provide extensive web-based resources, other education resources, workshops, presentations and media comment.

General comments

Thank you for the opportunity to comment on the Productivity Commission's Inquiry into Natural Disaster Funding Arrangements. This submission has been informed by our extensive experience working with consumers of insurance through the Insurance Law Service, a national legal advice hotline run by the Financial Rights Legal Centre (Financial Rights).

In response to the Commission's Term of Reference '**The sustainability and effectiveness of current arrangements for funding natural disaster mitigation, resilience and recovery initiatives**' the Financial Rights submits that our Insurance Law Service is well-placed to act as a national insurance advice hotline and referral service in times of natural disaster. A discussion of our role is detailed at the end of this submission.

Specific Issue Paper Questions

Providing incentives for effective risk management

Do governments provide the right framework for effective risk management by private individuals and businesses? What could governments do differently?

We are unable to comment on this.

Is there evidence that natural disaster funding arrangements induce ‘moral hazard’ behaviour by governments, households and businesses?

The majority of the ILS experience is in relation to our dealings with insured individuals or households. In our view, there is no evidence that the natural disaster funding arrangements induce “moral hazard” behavior by individual homeowners.

After the Queensland floods in 2011, some consumers’ insurance claims were rejected, or reduced due to policy wording and limits. The result led to many consumers being disenchanted with insurance due to frustration and disappointment of the technicality of policies that left them uninsured when they may have believed they were insured. It also led to some consumers being priced out of insurance, and others who would like insurance but could not find an insurer willing to take the risk.

Some consumers decided to remain insured for flood but could not find insurance for flood or at all after the flood events. In our view the approach by government after the event with natural disaster payments is not the sole reason for failure to insure, or even a significant factor.

Consumers do not intentionally become uninsured or underinsured due to a belief that the government or charities will meet the gap.

Household insurance covers for non-disaster total loss events such as homes burning down outside of bushfire emergencies. We believe large sections of Australia are not covered by insurance at all, let alone flood risk or other natural disasters. For some, this may be a calculated risk based on their property type (for example, a moveable caravan) or low value home, for others insurance may be a luxury that they can no longer afford. Still others are partially uninsured due to a misapprehension of actual risk, or due to underestimation of rebuilding costs, taking into account appropriate regulations.

The reasons for consumers being underinsured or completely uninsured can be attributed to other factors than ‘moral hazard’:

- a) price sensitivity;
- b) misunderstanding of risk;
- c) misunderstanding the difference between cost of rebuild and value;
- d) failing to pay attention to renewal notices that may increase for CPI but not take into account other factors that should be considered when nominating the sum insured;
- e) insurers not being clear;
- f) the difficulties with the current disclosure of terms with the effect of consumers simply not being aware of what they are covered for; and
- g) misleading or malfunctioning insurer calculators and comparison websites.

Price sensitivity and awareness of risk

Group insurance campaigns such as “One Big Switch” can be misleading or illusory for consumers and are driving consumers to focus on price and not quality, risk or coverage. It feeds the perception that all insurers are overcharging (even when they aren’t).

It is our understanding that the insurance coverage obtained in the One Big Switch does not cover flood at all for any region in Australia. This is a concern for consumers who may not be cognisant of their risk to local perils.

We are also concerned about conversations in the media which focus on price and not coverage. Some insurers may “loss lead” (i.e. a pricing strategy where a product is sold at a price below its market cost) to gain customers, so the price of insurance is not reflective of the true cost of the risk. Some consumers that are motivated more by price than coverage may then switch several times to receive the benefit of the cheaper premium, and if done carelessly may lead to them being uninsured, underinsured or in an unsuitable product. Policies are not made equally, for example, some insurers may settle with cash, others by goods from nominated suppliers, or match building materials where others don’t. The focus on price and not on coverage is setting people up for disappointment.

In our view, insurers should be clearer about the pricing structure and the cost of insurance should be more transparent. If a consumer is aware of component pricing and the various loadings for risk, plus the actual risk they face, price will no longer be the sole motivation but also adequate coverage. If all insurers were required to be more transparent about their pricing then competition would be more robust and there would be a fairer playing field for both consumers and insurers thereby enabling useful competition.

Disclosure

In our view, many (in fact the vast majority) of consumers have no real awareness of the coverage being provided by their insurance because the disclosure process for insurance is poor and ineffective. The Product Disclosure Statement (PDS) is the means of disclosure for the terms of an insurance contract. The PDS is often very long and intimidating. There is no standardised form for presentation. There has been no testing to optimise disclosure for consumers. In contrast, in the area of credit, significant research and testing has been conducted to improve disclosure for consumers.¹

The use of A Key Facts Sheet (KFS) will commence in November 2014 for insurance contracts. This is a step forward but there is some evidence it will be ineffective simply because the disclosure is unlikely to be accessed on the internet and is not given orally at Point of Sale. The KFS does not fix the overriding problem with disclosure and insurance. In our view, significant further work is required to improve disclosure so that consumers can obtain the right cover for their needs. This work needs to include research, testing and redesign (with consultation) of the disclosure process.

Any failure to address the disclosure process means that consumers will continue to face problems in obtaining the right coverage for their circumstances.

Recommendations:

¹ See *Simplification of Disclosure Regulation for the Consumer Credit Code: Empirical Research and Design – Final Report* 12 March 2010 by Paul O’Shea. Report Prepared for Standing Committee of Officials for Consumer Affairs.

Consumers must be able to assess and understand their insurance coverage. The disclosure process needs to be markedly improved with research and testing to ensure consumers understand their cover and exclusions

Independent and government funded comparison websites that compare both price and coverage are essential

Publicly available and extensive independent information on risk (through a website) is necessary

Providing incentives to use insurance

Do problems exist in insurance markets that prevent households and businesses from taking out insurance for natural disaster risks? What are the causes and consequences of these problems? What possible solutions might be available?

Flood cover still a major problem – People are opting out

In the aftermath of the catastrophic Queensland storm and flood events of late 2010 and early 2011, and the Victorian floods of early 2011, several inquiries were commissioned. These events brought home that many Australian homes were simply not covered for flood events, a fact that was a shock to many, and had expensive consequences for not only the individuals affected, but their families, communities, charities and governments who were called upon to fill this void.

The National Disaster Insurance Review, commissioned by the then Assistant Treasurer, the Honourable Bill Shorten, was tasked with making recommendations to address the issues that had arisen. Key objectives of the review were facilitating rebuilding and recovery by people and communities as quickly as possible; allowing people to choose the location of their homes in the knowledge of the attendant risk; improving access to adequate insurance cover where possible; and promoting risk mitigation works by individuals and governments. Guiding principles were that government should only interfere in the private insurance market to the extent that there was clear failure by those markets to offer appropriate cover at affordable premiums.²

The above review made four “pivotal recommendations”:

1. That an agency be established with the two key functions of managing the national coordination of flood risk management and operating a system of premium discounts and a flood risk reinsurance facility;
2. That all home insurance, home contents and home unit insurance policies include flood cover;
3. That a system of premium discounts be introduced to ensure affordable cover to high risk properties without the need for cross-subsidisation by other policy holders in low risk areas; and
4. That any funding shortfall occurring in the reinsurance facility through claims exceeding the funds held in the facility would be met by governments.³

² NDIR Report, Terms of Reference, I & ii.

³ NDIR Report, pp3-4

Flood cover is now included in many home and contents insurance policies, with a common definition, but consumers have the choice to “opt out”. In our experience many consumers are doing so, or simply finding it impossible to find cover at an affordable price.

ILS gets regular calls from consumers who are unhappy with the premium being asked in relation to their flood cover. Complaints include:

- Consumers disagree with insurer’s assessment of the risk in the general area
- Consumers have undertaken flood (or storm, or indeed fire) mitigation work that has not been taken into account
- Consumers believe they have been wrongly allocated to an area of general high risk – for example, they are one of the only houses on top of a hill in an otherwise flood prone area
- Consumers simply cannot afford the premium being asked.

Some callers are being refused insurance completely:

An employee of a shire council rang to report that in the last two weeks nine residents of his council area had rung to complain they have been refused insurance due to increased flood risk. In 2009 the council had conducted a flood risk study done and only three dwellings were in 1% flood risk lines. None of the nine residents who complained were in this risk bracket which meant they had only a 1 in 10 000 risk of flooding.

We have recently been approached by a least one insurer concerned about the number of customers who are opting out of flood insurance even where the increase in premiums is not significant and wanting to know to what extent we can assist people better understand their risk. We have noted, as set out above, from our calls that consumers are extremely price sensitive – they will call up complaining about relatively small premium increases or ask why typing one of their neighbour’s addresses into the insurance price calculator creates a \$30 difference – and have a tendency to discount the likelihood of loss events occurring.

We are concerned that events similar to 2011 are likely to occur again, with significant numbers of properties uninsured for flood as a result of customers being unable to afford appropriate cover in the private market, being refused cover, or opting out of cover without appreciating the full extent of their risk. The market solution is not currently working. All indicators currently point to a likely increase in natural disaster events. These events are inevitably going to cost the government significant amounts of money. The NDIR recommendations offered a solution which invested that money in strategic way, ensuring flood mitigation and improved planning was a key part of the equation. Either the recommendations of the NDIR should be fully implemented or the government and insurance industry need to come up with an alternative model which provides real solutions.

Possible solutions:

- a) government contribution to premiums in high risk areas or for low income earners;
- b) government payment of set excess amounts in the event of claims;

- c) greater transparency and contestability of insurer's pricing and decisions in relation to risk;
- d) greater availability of independent information for consumers in easily comprehensible form about their exposure to natural disaster risks;
- c) greater pre-disaster mitigation and resilience projects undertaken to reduce risks in high peril areas (investment in flood mapping, levies, planning decisions, local building codes, consumer awareness initiatives)

However our position is that the NDIR review recommendations should be **adopted in full**, including the compulsory cover for all disaster events, premium discounting to avoid cross-subsidisation and government top ups in the event the reinsurance pool is insufficient. We note that these recommendations incorporated built in incentives for governments to maximise planning and disaster mitigation strategies to reduce the extent to which they will be called upon to meet the shortfall in the event of a disaster.

Recommendation: The NDIR Recommendations should be adopted in full.

Is non-insurance and underinsurance by households and businesses against natural disaster risks a significant problem?

In our view, non-insurance and underinsurance for households against natural disasters are a significant risk for some households. We contend that there are now pockets of consumers in disaster prone areas that are completely uninsured and cannot get insurance. We believe the insurance industry has a lot of data available on this but as it is a commercially sensitive this data is not publicly available. We contend that it is essential that this data be obtained and examined by the Government so it can ascertain and analyse the extent of the non-insurance problem.

We also note that many households who do not have insurance where this is not a conscious risk taking decision but a financial restraint. For some consumers they just can't afford it.

A natural disaster can take a significant toll financially as well as emotionally, and can have long lasting impacts on the welfare of the individual, family and the local community.

Recommendation: Data needs to be obtained from the insurance industry on the extent of non - insurance with the data analysed and compared to risk of natural disaster

Are high insurance premiums for households in some areas reflective of the risk in those areas, or are they reflective of information asymmetries or other problems in the insurance market?

Insurance prices throughout Australia can vary depending on the actuarial and statistical data held by the insurer. For example, an insurer may price premiums on a suburb level rather than an individual property level. There is a benefit to shopping around in some regions. Some consumers will benefit from using insurers which take into account specific hydrological data about their property (and price lower accordingly). Alternatively, where a specific property is assessed as high risk for its individual topography, a suburb based premium could be more competitive. In some regions this does not occur because there are fewer insurers, or a higher peril.

As a consequence in higher peril areas with fewer insurers competition and contestability are likely affected.

Case study 1 – Failure of contestability in North Queensland

Sally lives in North Cairns. Her property was built in the 1940's and is located in the White Zone outside the Storm Tide Zone as advised by her Local Council. Since buying the property and after Cyclone Yasi, Sally made some structural changes to the property and was advised by her builder that it was now "cyclone rated". She was insured for Storm, but not Storm Surge or Flood, and her premiums were \$5,000 per annum. She was happy with her policy in light of the property modifications. In early 2014 at renewal time, the insurer wrote to her and declined to renew her insurance policy on the basis her property was an "unacceptable risk".

Sally rang them and told them about the building works and that she was zoned in the White Zone. The insurer did not change its position, and continued to refuse to renew the policy.

Sally rang around other insurers, each time telling them at the point of sale about the works undertaken and that she was in the White Zone. No insurer would offer a policy of insurance to her.

Eventually, she contacted a broker, who arranged insurance for her at a higher price, so she would not be left completely uninsured.

ILS helped her dispute the insurer's refusal to renew, by requesting written reasons under s75 of the Insurance Contracts Act. Shortly after ILS raised the written dispute, the insurer changed its mind and offered Sally a policy at the same price as it was the year before.

Sally was disheartened as ILS had not done anything more than what she had previously done apart from quoting a section of the Act and using legal letterhead. She was still in completely in the dark about the reasons for their original decision to decline to cover her, or indeed why this was later reversed. She chose to remain with her new insurer out of dissatisfaction.

On the basis of our clients' experience in Cairns and similar client reports across all forms of insurance, consumers have difficulty contesting premium pricing by insurers (despite section 75 of the ICA). Even when consumers do all the right things, they face impediments due to lack of competition and a lack of transparency as to the basis of an insurer's pricing decision. It is commonly accepted that insurers' premium pricing information is "commercially sensitive" and if pricing is known it would somehow detrimentally affect their ability to compete. This guarded approach leads to consumer suspicion, misunderstanding and sensitivity to change. It undermines the insurance industry's credibility in being consumer focused and drives the perception of gouging.

The following case studies demonstrate the lack of information and explanations that insurance companies provide to customers about changes to premiums. Many of these case studies come from our Insurance Law Service email

inquiry form. Identifying information has been removed for this submission, but the content comes directly from each consumer's email.

Case Study 2 – Consumer awareness as to premium (ILS email inquiry)

We have just received our renewal notice a while ago while discussing contents insurance we had been told that we were over insuring our contents which would be costing us more to insure so we rang INSURER and arranged to bring the figure down from \$80,000 to \$45,000, while on the phone we also changed our address details from QLD to NSW. This is when problems started we were told we live in a high risk area so it will cost us more. (we spoke to neighbour they claim rubbish) then our renewal came we had reduced the amount of cover we needed yet the renewal was going to cost us \$85.00 more than it did when we had double the amount my wife was told that it was because the government in different state charge more than others it is not the insurers fault but the government I realise that Australia is not one country but several all run by different people and we need passport to travel from one state to another. so is it true is there a cost hike caused by governments?

Case Study 3 - (ILS email inquiry)

My insurance premium for my investment property and my house insurance have gone up 600% in the last 4 years, this company said there is nothing they can do for us and you will find the same quotes elsewhere so I wouldn't even try. My investment property is the problem, as we have fixed the first one. The problem is the [address in SUNSHINE COAST QLD]. the last years premiums were \$347 a month. I could no longer afford this and tried a few insurance companies to see if they could help. I recently had to cancel my policy with INSURER1 and joined INSURER2, their charge was \$90.00 a month. i feel like I've been ripped off and would like to make a claim, if i look back at the other house premiums and they were as bad so there might be a case there as well. can you please help ??

Case Study 4 – Lack of transparency in premium pricing (ILS email inquiry)

My car insurance policy is \$700 more expensive because of my address. The "a" after my street number is causing the problem. I own a free standing house with my own title. There are 3 homes with the same issue in this street.

Case Study 5 - (ILS email inquiry)

Between one policy renewal schedule and the next, my excess increased from \$100 to \$500. My concerns are these:

1. The extent of the increase is 500%. This seems excessive and unreasonable, to say the least.
2. The only notification of the increase was a one-liner in the wording of the schedule itself, and a note at the foot of the reverse of the schedule. There was no prior notification warning of the increase - no letter

warning that this might be coming. In my view, INSURER has acted in bad faith in not pre-announcing such a significant increase and therefore failing to allow its customers to consider their continued association with INSURER.

Renewal schedules come out as a matter of course; but a 500% increase in excess is something so out of the ordinary that it should have been flagged separately, and well in advance.

Had I not heard a INSURER Customer Service officer mention in passing a few days ago that the excess had increased by 500%, I would have been in the dark.

Case study 6 – Unexplained decrease in premiums

Matthew has an apartment in Queensland. He was paying contents insurance of \$740 in 2012, and then \$841 in 2013 but his renewal this year was for \$231; a reduction of \$500 and over 50%. He rang them and asked what the reason for the reduction was and the insurer has told him they can't tell him. Now he wonders whether they calculated it correctly before and whether he has been overcharged. He worries he may not be covered for events and is now suspicious.

Case study 7 – Unexplained discounts

John has insured his cars and homes with INSURER for over 15 years. John rang up to switch his building insurance to landLord's insurance and was told that he should ring back when the rent is known as that may affect the premium. John did so and spoke to another representative; they noted the rental and the new policy price changed. In the course of the call, the representative said "I'll just make sure all your discounts have been applied, for all the policies" after a few minutes they came back and further reduced the policy price plus reduced the price on his other policies. John was irritated, why hadn't the first person done that and he has had these policies for over 15 years. Had they been doing it before?

In our view, the problems are:

- a) Transparency: Consumers are not adequately explained changes in pricing decisions;
- b) Contestability: consumers have difficulty in challenging premium decisions of insurers. They may not be aware they can challenge, they may not have the resources to know that they can challenge or how to challenge. They have no access to reliable, comprehensible information about risk.

Recommendations: Consumers need disclosure about changes in pricing including compulsory disclosure of any reasons that would be relevant to a request pursuant to s. 75(1)(d) of the Insurance Contracts Act.

What impact is mitigation activity likely to have on insurance premiums? What evidence is available to assess this?

ILS supports the investment either by government, homeowners or insurers in increasing resilience and implementing resilience projects.

The effect on premium pricing and whether individual resilience factors do get taken into account is, however, critical. As our client experienced (Case Study 1), mitigation and building resilience can only get you so far if the insurer ignores the factors or does not demonstrate how they have factored the resilience and mitigation strategies into pricing.

Balance between mitigation, resilience and recovery

How should the Commission assess the appropriateness of the level of mitigation, resilience and recovery expenditure?

We are unable to comment on this.

Is there evidence on the cost-effectiveness of mitigation expenditure (in terms of reducing future disaster costs)?

We are unable to comment on the appropriateness of level of mitigation and the cost-effectiveness of mitigation expenditure. We do observe that mitigation is an important part of a holistic approach to natural disasters. We stress that it is not a complete solution and we again stress the importance of implementing the NDIR recommendations.

We recommend that the following be considered:

- Government incentives for individual consumers to mitigate against loss of the family home (building a moat, putting house on stilts). This (in theory) should encourage insurance companies to lower insurance premiums or offer coverage where they might not have otherwise. Lower insurance premiums mean that less people opt out, and more people are covered when there is a natural disaster
- Insurance companies could do more to inform consumers what they can do, if anything, to mitigate risks and reduce premiums.
- A comprehensive website should be available to the public that includes information on risk and mitigation
- Insurance companies need to be more transparent in their pricing of premiums, and in informing consumers of their exposure to certain risks. Insurers are often in a far superior position to the consumer to assess specific risks. Further, this would give consumers the opportunity to correct any misinformation being relied on.

Land Use Planning

We are unable to comment on this.

The role of the Insurance Law Service

While advice and assistance in relation to insurance is only one small part of the risk mitigation and disaster response framework, accessing privately held insurance cover is a vital part of the recovery process. It is vital that householders affected by disasters can receive timely advice, assistance and support

to help them negotiate this process and ensure that the private insurance market is delivering on its obligations to individual policy holders.

The Insurance Law Service (“ILS”) is the only national, free and independent insurance advice service for consumers in Australia. A project of Financial Rights, the ILS has been providing free legal services in relation to insurance to Australians affected by adversity since 2007. Whether affected by a motor vehicle accident, theft, illness, injury or especially natural disaster consumers of insurance are almost invariably doubly traumatised when their insurance claim does not run smoothly. In this regard consumers benefit enormously from independent advice. Insurance is an important risk management product for ordinary Australians, but when a person’s claim is refused the results can be financially catastrophic.

The ILS is an extremely efficient and cost-effective way of enhancing consumer access to justice in relation to insurance for natural disasters. The ILS serves as a key repository of insurance law expertise and data regarding the consumer experience of insurance claims and disputes. We have extensive resources and experience in dealing with insurance issues surrounding natural disasters and can serve as the national coordination and contact point for insurance advice in the wake of natural disasters across Australia. We have already collaborated successfully with other services in responding to the Queensland floods of 2011, and the 2013 Blue Mountains bushfires in New South Wales.

Queensland Floods

In the aftermath of the catastrophic Queensland floods of January 2011, four services co-operated to assist the affected families - Legal Aid Queensland, Legal Aid New South Wales, Caxton Legal Centre and the Insurance Law Service (a project of Financial Rights). The collaborative work of these four organisations is (as far as we are aware) the largest casework collaboration between the Legal Aid commissions and Community Legal sector. The project also involved volunteer solicitors and students, and the support of pro bono firms in the early days.

The collective efforts of the four organisations returned more than \$20 million dollars to flood-affected families. All of these claims had been refused in the first instance. We also co-operated to present evidence to the various government and parliamentary inquiries that followed these events to ensure that the experience of these clients was well understood by policy makers.

The Insurance Law Service has continued to apply the lessons learned during this process to assist Australians affected by storm and flood in subsequent events.

The ILS provides independent information and advice over the telephone, or in response to an e-mail enquiry via our website. We have a 1300 number available across Australia at the cost of a local call. We have extensive insurance-related resources for consumers available on our website (www.insurancelaw.org.au) and we act for consumers in disputes with insurance companies by negotiation, or by assisting them to run a dispute in the Financial Ombudsman Service. Since 2007 the service has taken over 18,500 calls for advice and finalised over 600 case work files.

In 2013 we began developing a Natural Disaster Insurance Response Plan. In early 2014 we officially put our Response Plan into place, and we are now ready to send two full-time solicitors to any state where the Insurance Council of Australia (ICA) declares an insurance catastrophe. All of our solicitors have been trained in insurance issues related to natural disasters and how to give advice at recovery centres. We have

prepared a kit of informative resources for consumers, tested procedures and intake forms for our solicitors to use in assisting people who have lost property in the disaster and useful contact information. We already have a range of resources available on our website relevant to natural disasters. We can also supply information and assistance to local legal services on the ground in the relevant area (such as legal aid offices and local community legal centres), whether or not we attend the location.

In our experience supporting consumers through a disaster involves three stages:

- Advice during the immediate aftermath about what can and can't be done in relation to the insured site and damaged items, and what is available under a policy in terms of additional benefits like emergency accommodation, and some brief information about the claims process;
- Liability advice – where claims are refused on the basis of an exclusion (such as flood, or failure to maintain) and the insured requires advice on whether this decision can realistically be challenged (and possibly assistance in running a dispute);
- Amount of claim/scope of works disputes – consumers often need advice and support to gather & present their evidence in the event of a dispute later in the claims process.

The ILS addresses all of the above issues. In our experience there are other services often available to perform the first of these three roles (in the immediate aftermath of a disaster), less to perform the second and very few except the ILS that assist with the third. In recognition of the value of our role, we get hundreds of referrals from the Financial Ombudsman Service in relation to insurance every year.

Use of the service has more than quadrupled since its inception and all indications suggest that demand is significantly higher than use. Unfortunately the current funding arrangements for this service are not sustainable. The ILS has been granted a 12 month one-off funding arrangement from the Commonwealth, but as of July 2015 there is no indication that there will be continued government support for this service. It would be a great loss of resources and expertise to those affected by natural disasters if this service loses funding next year.

The following are options for sustainable funding arrangements for the ILS:

1. Recurrent Commonwealth funding for this national service in the amount of \$500,000
2. A recurrent pro-rata contribution of funding from each state in relation to the number of callers the ILS receives (with or without partial Commonwealth funding).

The above amount would fund the service to provide advice on all aspects of insurance – not just natural disasters. An alternative would be to fund the service partially from disaster recovery funds and partially from the general Attorney General's Community Legal Services Program which currently provides funding for the service.

Concluding Remarks

Thank you again for the opportunity to comment on Productivity Commission's Inquiry into Natural Disaster Funding Arrangements. If you have any questions or concerns regarding this submission please do not hesitate to contact the Financial Rights Legal Centre on (02) 9212 4216.

Kind Regards,

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