

NIBA

National Insurance Brokers Association.



7th June 2024

Code Review Panel
PO BOX R1832
Royal Exchange NSW 1225

Via email: secretariat@codeofpracticereview.com.au

NIBA Submission: General Insurance Code of Practice

The National Insurance Brokers Association (NIBA) and its members welcome the opportunity to provide feedback to the General Insurance Code Review Panel's initial consultation paper.

The General Insurance Code of Practice (the Code) is a vital regulatory framework for general insurance product providers and their representatives, including general insurance brokers.

Although the 2022 Insurance Brokers Code of Practice primarily governs the conduct of general insurance brokers, they must also comply with the General Insurance Code when acting as agents of insurers, such as when acting under a binder arrangement. Therefore, it is essential for the Code Review Panel to consider the implications of any proposed changes to the Code on brokers who often lack the resources of large insurers.

NIBA notes that Parts 5,6,7,8,9, and 11 of the Code only apply to Retail Clients as defined by the *Corporations Act*. As part of their review, the Code Review Panel may wish to consider whether these restrictions remain appropriate.

About NIBA

NIBA is the peak representative body for the general intermediated insurance industry. NIBA serves as the collective voice of approximately 450 member firms and 15,000 individual brokers. Our membership encompasses a diverse range of entities, including large multinational insurance brokers, Australian broker networks, as well as small and medium-sized businesses located in cities and regional areas around Australia. NIBA advocates for the interests of general insurance brokers and their clients, ensuring that the general industry operates with integrity and professionalism. NIBA's work is guided by our core pillars: community, representation, and professionalism. NIBA's mission is to enhance the professional standing of insurance brokers through robust advocacy, education, and ethical standards. By fostering a collaborative and innovative environment, NIBA aims to elevate the quality of service provided to consumers, strengthening trust and confidence in the insurance broking profession.

NIBA looks forward to further engagement with the Code Review Panel throughout subsequent phases of the review. Should you have any queries in relation to our submission or wish to discuss any of the matters raised, please do not hesitate to contact Allyssa Hextell, Head of Policy and Advocacy, at ahextell@niba.com.au.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Richard Klipin', is written over a light blue horizontal line.

Richard Klipin
Chief Executive Officer
National Insurance Brokers Association

Responses to consultation questions

Key areas to be considered	Response
2.1 Financial Hardship	
<p>2.1 Does the Code provide adequate protections to ensure customers facing financial difficulties are obtaining suitable and appropriate assistance from insurers? If not, how can it be improved?</p> <p>For example:</p> <p>(a) Should the Code adopt the expectations identified by ASIC relating to financial hardship? If not, why not?</p> <p>(b) Should the Code more explicitly address financial hardship in relation to the payment of premiums or distinguish between assistance available to those with short-term financial hardship compared to those for whom financial hardship is more entrenched. If so, how?</p>	<p>While NIBA believes that the Code offers sufficient protections for customers facing financial difficulties, we recognise the value in aligning with ASIC's expectations to further enhance consumer safeguards.</p> <p>Many of ASIC's identified expectations are already considered industry best practice. Integrating these into the Code is likely to increase its effectiveness in ensuring customers facing financial difficulties receive appropriate assistance from insurers.</p>
<p>2.2 How can the Code and/or its administration encourage greater compliance with financial hardship obligations, particularly where third-party debt collectors are involved?</p>	<p>NIBA has not received any feedback from members regarding mechanisms to encourage greater compliance with financial hardship obligations.</p>
<p>2.3 Are other mechanisms more appropriate than the Code to address issues related to the assistance insurers provide customers facing financial hardship, and if so, what and why?</p>	<p>NIBA firmly believes that the Code remains the most appropriate mechanism for addressing issues related to the assistance insurers provide to customers facing financial hardship.</p> <p>While alternative mechanisms, such as internal company policies or industry guidelines may exist, they often lack the same level of transparency and consistency. Without a standardised framework like the Code, there is a risk of inconsistency in the level of assistance provided to customers facing financial hardship across different insurers.</p>

Key areas to be considered	Response
2.2 Customer vulnerability	
<p>2.4 Is the Code in line with community expectations regarding customer vulnerability? If not, how can it be improved?</p> <p>For example:</p> <p>(a) Should the Code promote inclusive product and service design to better address customer vulnerability? If so, how?</p> <p>(b) Are there other types of vulnerability or disadvantage that need to be more explicitly addressed by the Code?</p> <p>(c) How could the Code require or encourage better identification of potential vulnerabilities other than at the point of claim? Should the assumption of vulnerability in the Code be reversed in certain situations, such as those involving trauma? If so, how could the Code be amended to achieve this?</p> <p>(d) How should the Code promote enhanced responses to customers experiencing heightened levels of vulnerability, particularly during a catastrophe?</p>	<p>NIBA believes that the Code aligns with community expectations concerning the identification and support of vulnerable customers. Nevertheless, we acknowledge the importance of ongoing enhancements to better address the needs of these customers.</p> <p>a) While insurers maintain autonomy in the design of their products and services, the Code has a role in encouraging Subscribers to prioritise inclusivity and accessibility.</p> <p>For example, the Code could include provisions that prompt insurers to regularly assess their product offerings to ensure they cater to a diverse range of customers, including those facing vulnerability.</p> <p>Additionally, The Code could encourage insurers to collaborate with consumer advocacy groups and stakeholders to gather insights and feedback on how to tailor their products and services more effectively to meet the needs of vulnerable customers.</p> <p>b) NIBA has not identified any further types of vulnerability or disadvantage that require explicit addressing within The Code.</p>
<p>2.5 How can the Code and/or its administration encourage greater compliance with vulnerability obligations?</p>	<p>NIBA has not received any feedback from members regarding mechanisms to encourage greater compliance with vulnerability obligations.</p>
<p>2.6 Are other mechanisms more appropriate than the Code to address issues related to the assistance insurers provide vulnerable customers and if so, what and why?</p>	<p>NIBA believes that The Code remains the most suitable mechanism for addressing issues related to the assistance insurers provide to vulnerable customers.</p> <p>While alternative mechanisms, such as internal company policies or industry guidelines, may exist, they often lack the same level of transparency and consistency. Without a standardised framework like The Code, there is a risk of inconsistency in the level of assistance provided to vulnerable customers across different insurers.</p>

Key areas to be considered	Response
2.3 The Code and the Law	
<p>2.7 How effectively does the Code interact with the law and how, and in what areas, could this be improved?</p> <p>(a) Are paragraphs 18 and 20 of the Code sufficient to manage any conflict or inconsistency between the Code and the law? What changes would you propose to these paragraphs, if any, and why?</p> <p>(b) Are there any paragraphs of the Code that should be amended or removed due to subsequent regulatory changes? If so, which paragraph and why?</p>	<p>a) NIBA believes that paragraphs 18 and 20 are sufficient to manage any conflicts or inconsistencies between the Code and insurers' obligations under the law. NIBA does not consider any changes to these paragraphs are required.</p> <p>b) NIBA has reviewed The Code in light of subsequent regulatory or legislative changes and has not identified any specific paragraphs that require immediate amendment or removal.</p> <p>While regulatory environments can evolve over time, the current provisions within the Code appear to remain aligned with prevailing regulations. However, ongoing vigilance and proactive monitoring of regulatory developments are essential to maintain the integrity and effectiveness of The Code.</p>
<p>2.8 How can the Code go beyond the law? And would it be appropriate to do so?</p> <p>For example:</p> <p>(a) Paragraph 21 of the Code and the general obligation of AFS Licensees to provide financial services efficiently, honestly and fairly.</p> <p>(b) Paragraphs 28 and 38 of the Code and the general obligation of AFS Licensees to ensure representatives are adequately trained and competent to provide the financial services.</p> <p>(c) Paragraph 43 of the Code and design and distribution requirements relating to financial products for retail clients.</p> <p>(d) Paragraph 79 of the Code and the Cash Settlement Fact Sheet.</p> <p>(e) Part 11 (Complaints) of the Code and enforceable</p>	<p>NIBA supports the introduction of obligations that surpass those mandated by law, provided such measures are deemed appropriate and beneficial. By going beyond legal requirements, The Code can serve as a proactive tool for promoting industry best practice and enhancing consumer protection.</p> <p>For example, The Code could incorporate provisions that establish higher standards for the provision of Cash Settlement Fact Sheets (CSFS). In addition to the prescribed content, CSFS could include information on the potential consequences of accepting a settlement, such as how it may affect the policyholder's insurance contract. For instance, accepting a settlement for a home building policy may terminate the contract of insurance, leaving the policyholder unable to obtain alternative insurance for a damaged property.</p> <p>The CSFS could also alert the policyholder to the risk of increased repair costs due to the loss of repair guarantees, pre-existing damage not included in the cash settlement or higher costs of trades and materials.</p> <p>While it's essential to ensure that any additional obligations introduced</p>

<p>paragraphs of RG 271.</p>	<p>by The Code are practical and feasible for insurers to implement, NIBA believes that such measures can ultimately contribute to a more robust and ethical insurance sector.</p>
<p>Key areas to be considered</p>	<p>Response</p>
<p>2.9 In which areas could the Code help Code subscribers meet legal obligations by setting out good practice?</p>	<p>NIBA believes that this question is best addressed by Code Subscribers who are uniquely positioned to identify specific areas where guidance from the Code could enhance their compliance efforts and promote best practice within the industry.</p>
<p>2.4 Retail insurance and wholesale insurance</p>	
<p>2.10 Should the application of the Code to retail and wholesale insurance – and in particular small and medium-sized enterprises (SMEs) – be reviewed, and if so, how?</p>	<p>NIBA supports the current approach of categorising insurance customers into Retail or Wholesale Clients in accordance with the definitions outlined in the Corporations Act. This approach provides a clear and consistent framework for applying The Code to different types of insurance customers.</p> <p>NIBA believes any changes to this approach would likely introduce increased administrative complexity and necessitate significant changes to insurers' systems. These changes would incur costs, which are ultimately passed on to consumers.</p> <p>Additionally, altering a categorisation system used across all areas of general insurance may lead to confusion and inconsistency in the application of The Code, potentially undermining its effectiveness in protecting consumer interests.</p>
<p>2.11 If there were different applications for SMEs, should the Code adopt the AFCA definition of an SME as an organisation with less than 100 employees?</p>	<p>NIBA does not support the Code adopting the AFCA definition of an SME as an organisation with less than 100 employees.</p> <p>This decision is based on the considerations outlined above, including concerns about increased administrative complexity and potential cost implications for insurers and consumers alike.</p>

<p>2.12 Should the Code distinguish between the commitments of insurers for consumers dealing directly with an insurer and those who have an intermediary (including insurance brokers) acting on their behalf? If so, how?</p>	<p>While acknowledging that consumers who purchase insurance with the assistance of a general insurance broker are likely covered by the Insurance Brokers Code of Practice, NIBA does not believe that the Code should differentiate between insurers' commitments for consumers dealing directly with an insurer and those who have an intermediary acting on their behalf.</p> <p>This approach maintains a consistent standard of consumer protection across all channels, ensuring all consumers receive equal protection under the Code regardless of how they engage with their insurer. This approach would also address situations where the consumers' intermediary is not a subscriber to the Insurance Brokers Code of Practice.</p>
<p>3.1 Key obligation – honest, efficient, fair, timely and transparent</p>	
<p>3.1 Do you have any feedback on the practical operation of the overarching obligation in paragraph 21, including whether the Code could expand on what 'honest, efficient, fair, transparent, and timely' means, in the context of general insurance?</p>	<p>NIBA has not received any feedback from members in relation to the practical operation of paragraph 21.</p>
<p>3.2 Do you consider that paragraph 21 is restricted in its operation by paragraph 22, and if so, why? How could this be addressed?</p>	<p>While paragraph 21 of The Code imposes a broad obligation, paragraph 22 provides helpful context to clarify its meaning. NIBA maintains that this relationship between the two paragraphs does not disadvantage consumers.</p> <p>Paragraph 22 serves a crucial role in clarifying the scope and application of paragraph 21, ensuring that insurers interpret and implement their obligations appropriately.</p> <p>This additional clarity can ultimately benefit consumers by fostering greater transparency and consistency in insurers' actions.</p>
<p>3.2 Standards for Employees and Distributors</p>	

<p>3.3 <i>Do you have any feedback about the practical operation of Part 4 of the Code, including the relevant definitions in Part 16? Does it deal effectively with ensuring that Code subscribers are accountable for the conduct of their employees and distributors?</i></p>	<p>NIBA believes that Part 4 of The Code is an effective mechanism for holding Code subscribers accountable for the conduct of their employees and distributors.</p> <p>The clear delineation of responsibilities and obligations outlined in this section, coupled with the relevant definitions provided in Part 16, enhances accountability across the insurance industry.</p>
<p>3.4 <i>Should the Code be more prescriptive on the training requirements for employees, distributors and service suppliers? If so, how would the Code achieve this given the different and varied roles across the industry?</i></p>	<p>NIBA acknowledges the diverse range of roles encompassed within this section of The Code, which includes employees, distributors, and service suppliers with varying responsibilities and skill sets. Given this complexity, NIBA does not believe it would be appropriate for The Code to prescribe specific education and training requirements.</p> <p>Instead, The Code could adopt a principles-based approach to training, outlining broad expectations and objectives while allowing flexibility for insurers to tailor training programmes to suit the specific needs of their employees, distributors, and service suppliers. This approach recognises the unique challenges and requirements of different roles within the industry, ensuring that training initiatives are relevant, effective, and aligned with industry best practice.</p>
<p>3.3 Standards for Service Suppliers</p>	
<p>3.5 <i>Do you have any feedback about the practical operation of Part 5 of the Code, including the definition of Service Supplier in Part 16? Does it deal effectively with ensuring that Code subscribers are accountable for the conduct of their Service Suppliers?</i></p>	<p>NIBA has not received any feedback from members in relation to the practical operation of Part 5 of the Code.</p>
<p>Other parts of the Code</p>	<p>Response</p>
<p>3.6 <i>The provision of Claims handling and settling services for insurance products is now included in the definition of a 'financial service' in the Corporations Act 2001. What impact has this had, if any, on the operation of Part 5? Does Part 5 need to be amended given the changes to the law, and if so, how?</i></p>	<p>NIBA has not received any feedback from members in relation to the practical operation of Part 5 of the Code.</p>

3.4 Buying and cancelling an insurance policy	
<p>3.7 <i>Do you have any feedback on the practical operation of Part 6 or 7 of the Code? Do these Parts deal effectively with consumer issues or concerns around purchase, renewal and cancellation processes?</i></p>	<p>Currently, the obligation to communicate with policyholders in plain language (para.42) is limited to Retail Clients.</p> <p>NIBA recommends extending this obligation to include both Retail and Wholesale Clients, in line with regulatory disclosure requirements. Expanding this obligation would enhance clarity for all clients and align the Code more closely with the Insurance Brokers Code of Practice. This alignment would ensure consistent communication standards across the industry, benefiting all clients by making information more accessible and understandable.</p>
<p>3.8 <i>What has been the interaction between the Code commitments and recent law reforms, such as the Design and Distribution Obligation and the deferred sales model for add-on insurance? What changes or clarifications to the Code would be helpful, including to deal with the phasing out of cheques?</i></p>	<p>NIBA has not identified any changes or clarifications to the Code required by recent reforms to financial services legislation.</p>
3.5 Claims Handling	
<p>3.9 <i>Do you have any feedback about the practical operation of Part 8 of the Code and its effectiveness in protecting consumers during the claims process? What improvements, if any, to Part 8 of the Code would be desirable, particularly in light of recent law reforms such as the inclusion of claims handling as a financial service?</i></p>	<p>See NIBA's earlier comments regarding Sections of the Code that only apply to Retail Clients.</p> <p><u>Paragraph 70</u></p> <p>Currently, paragraph 70 requires Subscribers to provide policyholders with an update on their claim every 20 business days. While NIBA acknowledges the importance of regular, timely updates during the claims process, it is vital that these updates provide meaningful information regarding the policyholders' claim.</p> <p>To enhance client outcomes and ensure a smoother claims process, NIBA recommends amending this paragraph to require Subscribers to provide meaningful updates on the status of the policyholder's claim.</p> <p>NIBA proposes the following change: "We will provide you with a meaningful update about the progress of your claim at least every 20 Business Days unless we have agreed on an alternative time period with you"</p>

	<p><u>Paragraph 71</u></p> <p>The Code requires Subscribers to respond to routine enquiries about a policyholder's claim within 10 business days. NIBA does not believe this timeframe meets policyholder expectations.</p> <p>NIBA recommends reducing the timeframe for responding to routine enquiries to 5 business days. This would more closely align with community expectations and reduce unnecessary stress on policyholders.</p> <p><u>Paragraph 74</u></p> <p>If an External Expert is engaged by a Subscriber, the Expert has up to 12 weeks to provide their report under the Code. This means that even if the Expert carries out their investigations within the first week, the report may not be provided to the insurer until the end of the 12-week period, causing significant delays and frustration to the policyholder.</p> <p>To address this, NIBA recommends that External Experts be required to provide their report within 10 business days of completing their assessment.</p>
<p>Other parts of the Code</p>	<p>Response</p>
<p>3.10 <i>How could the Code be enhanced to improve understanding and better protect customers where cash settlements are used? For example:</i></p> <p>(a) <i>Should the Code be more prescriptive in outlining better practice in administering the legal requirements for cash settlement payments?</i></p> <p>(b) <i>Should paragraph 79 be extended to all cash settlement payments?</i></p> <p>(c) <i>Should the Code mandate consideration of a contingency</i></p>	<p>b) NIBA supports expanding paragraph 79 to include all cash settlement payments, not just those paid under a home-building policy. This expansion would ensure consistency in the treatment of cash settlements across different types of insurance policies, enhancing transparency and clarity for consumers.</p> <p>c) NIBA does not support mandating an uplift factor for cash settlements to account for higher repair costs. While this measure may appear beneficial on the surface, NIBA is concerned that it could create a moral hazard by incentivising policyholders to underinsure their risks. This could lead to adverse consequences, such as reduced total</p>

<p><i>uplift factor for cash payments over a certain dollar value to better manage the risk of higher repair costs?</i></p> <p>(d) <i>How could the Code assist in consumer understanding of cash settlement payments, the risks associated with the same, and the need to obtain independent advice before accepting the cash settlement?</i></p>	<p>benefits paid under the policy per insurers' underinsurance clauses and higher premiums for all policyholders.</p> <p>d) Refer to our NIBA's comments in response to question 2.8 above.</p>
<p>3.11 <i>Should the Code prescribe minimum content requirements for external experts' reports (including Scope of Works) or are there other mechanisms that would better address concerns about the quality, consistency and accessibility of experts reports?</i></p>	<p>While NIBA supports initiatives to enhance the quality and accessibility of external expert reports, including the potential introduction of content requirements, it advocates for a collaborative approach involving industry stakeholders. This includes engaging with entities like the recently established Association of Insurance Building and Engineering Consultants.</p> <p>NIBA notes that the Code only requires subscribers to provide copies of external expert reports where a request has been made by the policyholder.</p> <p>NIBA recommends expanding this obligation so that copies of reports are provided whenever a policyholder's claim is denied, or the insurer limits their liability based on information within the report or the Expert's recommendation.</p> <p>This obligation should only apply where the insurer's decision is based on the information within the report or the Expert's recommendation. NIBA highlights that the current Code stipulation only necessitates subscribers to furnish copies of external expert reports upon request by the policyholder. However, NIBA proposes an extension of this obligation to instances where a policyholder's claim is denied, or the insurer restricts liability based on the report's information or the Expert's recommendation.</p> <p>This proactive approach ensures that policyholders have access to critical information influencing claim outcomes, thereby promoting transparency and accountability within the claims process.</p>

<p>3.12 <i>In what circumstances, if any, should the Code allow insurers to vary the prescribed Code timeframes in paragraphs 68-71 and 76-77?</i></p>	<p>NIBA believes that the circumstances outlined in paragraph 78 adequately address the need for flexibility in the prescribed Code timeframes. NIBA has not identified any additional situations where it would be appropriate to vary the timeframes specified in paragraphs 68-71 and 76-77.</p>
<p>3.6 Complaints</p>	
<p>3.13 <i>Do you have feedback about the practical operation of Part 11 of the Code relating to complaints, or have any suggestions for how it could be enhanced for the benefit of consumers?</i></p>	<p>NIBA has reviewed the practical operation of Part 11 of the Code relating to complaints and has not identified any areas for improvement at this time. We believe the current provisions adequately serve the needs of consumers.</p>
<p>Other parts of the Code</p>	<p>Response</p>
<p>3.14 <i>Do the Code commitments relating to complaints need to be amended or clarified in light of ASIC's new guidance on internal dispute resolution, including its imposition of enforceable standards?</i></p>	<p>NIBA has conducted a review of the Code in response to ASIC's new guidance on internal dispute resolution and has not identified a need for amendments or clarifications to the Code provisions.</p>
<p>3.7 Other Feedback</p>	
<p>3.15 <i>Do you have feedback on the practical operation of the Code that is not covered elsewhere?</i></p>	<p>NIBA has no additional feedback on the practical operation of the Code that has not been addressed elsewhere in this submission.</p>
<p>4.1 Affordability</p>	
<p>4.1 <i>Is it appropriate for the Code to address affordability issues, such as those outlined above? If so, how might this be done without raising competition law concerns or creating an expectation that insurers will provide regulated personal financial advice?</i></p>	<p>NIBA believes the most appropriate mechanisms for addressing affordability issues are increased disaster mitigation funding, recognition of household-level mitigation works and, where appropriate, direct market intervention.</p> <p>NIBA does not believe it is appropriate for the Code to address affordability issues except in the context of financial hardship and vulnerability to avoid potential competition law implications.</p>

Emerging issues	Response
4.2 Helping reduce risks	
<p>4.2 <i>Should the Code include provisions that encourage or require insurers to respond to consumers risk-mitigation efforts where appropriate and reasonable? If so, how might the Code do this?</i></p>	<p>NIBA supports the inclusion of provisions that encourage insurers to recognise and respond to consumers' risk mitigation efforts as the first step to implementing a consistent industry-wide approach to the recognition of household-level mitigation works.</p>
Code structure, enforceability and governance	
5.1 Structure of the Code	
<p>5.1 <i>Should the primary audience for the Code be insurers? Or is it consumers and other stakeholders? Considering these questions, would it be appropriate to revise the structure and content of the Code to more appropriately reflect its intended audience or audiences? If so, how?</i></p>	<p>NIBA believes that the primary audience for the Code should be consumers and other stakeholders</p> <p>Similar to the Insurance Brokers Code of Practice, additional information that assists Subscribers in meeting their Code obligations but does not provide value to consumers could be included in a separate document drafted for this audience. This approach would ensure the Code remains accessible to consumers.</p>
<p>5.2 <i>For which sections of the Code, if any, would more detail (similar to Part 15) be helpful and why? For example, would there be merit in providing more detail in relation to the conduct of employees, distributors and services suppliers?</i></p>	<p>NIBA members have not provided feedback regarding areas of the Code that would benefit from greater detail.</p>
5.2 Code governance and compliance	
<p>5.3 <i>What measures would improve governance of the Code and promote enhanced compliance with Code commitments? In particular:</i></p> <p>(a) <i>Are the sanctions in Part 13 a sufficient deterrent to</i></p>	<p>a) NIBA considers the existing sanctions within the Code to be adequate in deterring misconduct by Subscribers.</p> <p>b) NIBA believes that the definition of 'significant breach' sufficiently encompasses possible situations warranting the application of</p>

<p><i>misconduct? Should they be strengthened? If so, how?</i></p> <p>(b) <i>A number of the sanctions available to the Code Governance Committee are restricted to a significant breach of the Code (defined in Part 16). Should the additional sanctions in paragraph 174 apply to any breach of the Code?</i></p> <p>(c) <i>Should the Code definition of 'significant breach' be aligned to the ASIC reportable situations regime, in RG 78 and if so, how?</i></p> <p>(d) <i>The CGC is only able to require a Code subscriber to publish the fact that the subscriber has committed a significant breach of the Code. Should the CGC be able to name subscribers that commit a substantial breach? Should this additional sanction apply to all Code breaches? What other transparency mechanisms may better promote Code compliance?</i></p>	<p>additional sanctions outlined in paragraph 174.</p> <p>c) In NIBA's view, aligning the definition of 'significant breach' with the ASIC reportable situations regime is likely to restrict the circumstances under which the additional sanctions outlined in paragraph 174 would apply.</p>
<p>5.4 <i>Does the requirement to report significant breaches of the Code to the CGC duplicate or create inefficiencies related to the obligation on AFS Licensees to report reportable situations to ASIC? If so, how should this be managed given the role of the CGC in monitoring and enforcing the Code?</i></p>	<p>NIBA considers that this question is best addressed by Code Subscribers who are in an ideal position to provide insights into any overlaps or inefficiencies they encounter and suggest potential solutions that maintain the CGC's role in monitoring and enforcing the Code</p>
<p>5.3 Enforceable Code Provisions</p>	
<p>5.5 <i>Which provisions of the Code could be considered for designation as Enforceable Code Provisions and what changes to the Code would be needed to support that?</i></p>	<p>NIBA considers that this question is best addressed by Code Subscribers given the impact Enforceable Code Provisions will have on insurers' operations.</p>

