Issues relating to advocacy services for veterans accessing compensation and income support Submission 17



Australian Veteran Advocacy

Supporting Veterans with DVA claims

Senate Foreign Affairs, Defence and Trade Legislation Committee

Issues relating to advocacy services for veterans accessing compensation and income support

AVA supplementary submission

We thank the Committee again for the opportunity to contribute to this important Inquiry. Below we have set out further commentary prompted by the lines of enquiry pursued at the committee hearing of 26th September 2025, as well as other information tangential to veteran advocacy.

Sincerely,

Robert Forsythe Director

Definition of Advocacy support

Evidence to the Inquiry has raised concerns that many fee-for-service advocacy providers do not provide comprehensive support to veterans with the aim of identifying all their needs and connecting them to the necessary support services / providing advice and guidance on all matters relating to DVA, but are instead solely or predominately focused on DVA liability and/or compensation claims that will result in a financial benefit to the advocacy provider through commissions on permanent impairment compensation. There has also been evidence that many providers do not provide ongoing support to veterans once they have received their fee payment following successful compensation claims.

While some Advocacy organisations will assist to access additional DVA entitlements, such as household services, incapacity claims, DVA payment for medical expenses, and Eligible Young Persons payments, if they cannot charge for these services under their fee structure, they often do not mention these services in advertising or market themselves as offering support for these services.

Any proposed regulation should ensure that organisations claiming to provide veteran advocacy support must, at minimum, provide the same level of holistic support expected of an Ex-Service Organisation as it relates to DVA matters.

Pro Bono Clients

The committee asked questions at the hearing about pro bono clients and what percentage of veterans were provided with support at zero cost.

In AVA's case, of the 213 clients so far supported through to the end of their five-year contract term, 42 were charged no fees, primarily because the support they required did not result in a permanent impairment ("PI") compensation offer that would have triggered billing. This is generally known in advance due to the veteran having already maximised their compensation or needing support for non-compensation claim matters, so they are in a sense incidental pro bono clients. So far AVA has assisted six veterans and their families to access \$1.8 million in compensation as strictly pro bono clients.

In addition to this, AVA has waived fees for 20 veterans who had existing PI claims in progress before engaging AVA, recognising the bulk of the work had been done and to charge a fee would be unreasonable, even though we assumed management of those claims.

Despite what could be seen as burden of some 20% of all clients never paying for support, AVA is still able to be sustainable while charging its remaining customers reasonable capped fees. We recommend that future regulation include some provision to ensure fee-for-service providers cannot turn away veterans in need solely on the grounds there is no anticipation of permanent impairment compensation on which to charge a commission.

Eligible Young Person payments (EYP)

As part of future regulation AVA recommends providers be strictly prohibited from charging any fees related to EYP payments under s80 of MRCA. In most cases, after a veteran reaches 80 impairment points application for EYP payments requires nothing more than an email to DVA with the child's birth certificate attached; for providers to charge thousands of dollars in commission fees for EYP payments is completely outrageous and cannot be justified under any circumstances. For those rare complex cases where more work is involved, support for EYP should be complimentary to the other services being provided and (presumably) already charged for, or the support should simply be provided on a free basis if it is a standalone service.

Some providers appear to make the EYP claims process appear more complex than it generally is or make it appear as part of the claims process rather than highlight it as a post-claim benefit (**Appendix A**), from which veterans might infer the paperwork is potentially overwhelming, and requires extensive preparation with the help of an expert.

Just as AVA believes all fee-for-services advertising should include an acknowledgement of free or DIY alternatives, there should be a far greater degree of transparency required when referencing EYP payments.

Fixed fees and lawyers

There has been a lot of evidence provided to the Inquiry on the subject of lawyers acting as veteran advocates. Much has been made of the legal industry's professional standards and accountability, their obligations to provide an upfront costs disclosure to their clients, and how they are generally prohibited from charging contingency or commission-based fees, all in contrast to veteran advocacy providers.

However, as was heard at the hearing, and in keeping with AVA's submission to the Inquiry, the outcome for veterans charged fixed fees by lawyers can often be, on a percentage basis, even greater than the commissions charged by non-legal advocacy providers.

Lawyers at the hearing quoted hourly rates of \$450 to \$500 plus GST, one with a cap of 10% to 15%, others with fixed fees of \$2,500 per injury capped at \$22,500 in total.

Attached is a Slater and Gordon contract provided to AVA by a veteran who inquired about transferring to us for advocacy support (**Appendix B**), and it demonstrates how even the transparent fixed fees of lawyers can still run to the tens of thousands and represent a very high per centage of the veteran's overall compensation:

- 1) It proposed nine claims be lodged (clause 1A)
- 2) Each successful PI claim would incur a fee of \$8,250 or \$8,800 (clause 3A)
- 3) Each successful appeal of a PI claim to increase the compensation would result in an additional fee of \$4,400 (clause 3C)
- 4) For each of the fees outlined above, an additional \$330 administrative fee would be charged (clause 4)
- 5) This could have resulted in a theoretical total of \$121,770 in fees for the nine claims
- 6) There is also provision for fees of either \$4,125 or \$4,400 to be charged for claims even if they do not result in an award of compensation (clause 3B)
- 7) Under the terms of the contract, the fees were permitted to absorb all the veteran's compensation and potentially leave them with nothing (clause 7)

When enquiring about existing the contract to go with another advocacy provider, the veteran was reportedly advised by Slater and Gordon that the break fee would need to be calculated for the work partially completed and that it was likely to be more than the fixed fees agreed upon for completing the work.

As a consequence of the above, AVA asks the Committee to very carefully consider potential unintended consequences of any proposed fixed fee model for advocacy providers.

Time spent and hourly rates

Questions were asked at the hearing about the hours paid advocates spend on veterans claims and whether the fees being charged, often as uncapped commissions, were proportional to the hours and work spent supporting them.

Unfortunately, while a suitable Customer Relationship Management system could potentially record total time spent on each individual client from initial introduction to conclusion of their contract, this would likely prove difficult for most organisations, especially those where they do not have a single employee exclusively handling a veteran's matters.

The process itself of accurately recording time spent can also be incredibly burdensome, with much time spent not working while accounting for the time spent working. Hourly rates per claim or per veteran could also be misleadingly low if they fail to account for the many hours spend on work that is non-veteran specific, but still legitimate veteran advocacy business activity, training being a prime example.

Rather than a fixed fee schedule that includes each different service provision, AVA recommends a total fee cap as more appropriate to reflect the average time and costs involved in supporting a veteran through the claims process and ensure low or no cost services can still be made available to all veterans through pro bono services.

Legal and Financial Advice

If veterans are awarded MRCA PI compensation on the basis of 50 or more impairment points they can access reimbursement for advice from a suitably qualified financial adviser or lawyer on whether taking the

compensation as a pension or lump sum best suits their individual circumstances. The reimbursement is currently capped at \$3,279.13.1

The committee expressed concerned that veteran advocacy providers could be referring their clients to medical practices with whom they have commercial arrangements or an association, and so too could advocacy providers be referring clients to financial advisors or lawyers with whom they have a commercial arrangement or an association.

In line with the senators' questions regarding the connection between advocacy fees and the hours of work involved in achieving a given outcome, I would suggest a similar line of enquiry regarding the available reimbursement for legal and financial advice. Under the attached Slater and Gordon contract (**Appendix B**), for example, a fixed "election advice fee" of \$2,500 is incorporated into their fee structure (clause 3D), with specific reference to the veteran being able to seek reimbursement from DVA.

Mr Isolani, a lawyer, said in his evidence to the hearing that he splits the \$3,200 payment DVA provides between himself and the financial advisor assisting the veteran. My inference is that all his eligible clients are provided with this advice and that it is charged as a separate item to access the reimbursement available.

AVA has seen a client contract that required all veterans to obtain legal and financial advice before accepting a DVA compensation offer. While this was framed as being for the veteran's informed decision making, our concern is that they would be referred to a related party, potentially for an incentive, and the subsequent fee would be aligned with the available reimbursement rather than proportional to the services provided.

From the experience of AVA's clients, every financial advisory fee that we have seen charged was invoiced to DVA at the capped rate, clearly suggesting the advisor was not charging on a time and effort basis, but merely setting a fixed fee that matched the maximum available reimbursement.

For reimbursement of financial and legal advice post a compensation offer, it is recommended that the provider of the advice be required to outline in their invoice the hours spent and per hour cost, which would align with DVA's existing requirements for household services invoices. This would not only save DVA money, but should result in better outcomes for veterans as advisors would be motivated to actually spend the time providing them with advice.

It is recommended that contract terms that require veterans to obtain legal or financial advice prior to accepting a compensation offer being prohibited under any new regulations, and advocacy providers be blocked from recommending to their clients any lawyer or financial advisor with whom they have a commercial relationship.

Lack of capacity among free advocacy providers

In line with much of the evidence provided to the Inquiry, there is currently a significant and concerning lack of capacity among free service providers (ESOs) to cope with the demand for advocacy support, which has directly contributed to the growth of fee-for-service providers.

AVA has had veteran support services reach out to us and other fee-for-service providers requesting advocacy support for veterans who are especially vulnerable and require urgent assistance but could not obtain the necessary support from free providers (**Appendix C**). This occurs regularly and on some occasions it has been the

¹ https://www.dva.gov.au/access-benefits/payment-rates/compensation-payment-rates/compensation-payment-rates-for-mrca

Issues relating to advocacy services for veterans accessing compensation and income support Submission 17

local RSL or Veteran Support Centre that have referred veterans to AVA because the veteran urgently needed advocate support which the RSL or Veteran Support Centre could provide due to capacity issues.

Unfortunately, as we have previously stated, unless there are immediate and very significant changes to the DVA process and ESO funding models, fee-for-service advocacy will continue to play an important role in filling the demand for advocacy services, which is why regulating the sector is so important.

National Association of Veteran Advocates ("NAVA")

Several questions were put to the representatives of the NAVA at the committee hearing regarding their complaints handling process, including whether they had received any complaints about their members. The response was that no complaints had been received, partly due to NAVA being a new organisation.

For the benefit of the committee, it should perhaps be noted that NAVA appears to be a very new organisation:

- 1) ASIC records indicate NAVA's ABN was registered on 5 September 2025, three weeks before the hearing.
- 2) Records indicate the website went live on 20 September 2025³ (Appendix D)
 - https://www.nationalassociationforveteranadvocacy.org/

These dates appear to conflict with the supposed publication date of 29/5/19 showing at the head of NAVA's Code of Ethics page (**Appendix D**).

While NAVA describes itself as a "peak body representing the interests of veteran advocates" and appears to be offering a form of industry self-regulation (**Appendix E**), AVA is not a member and reiterates its opposition to any self-regulation in favour of mandatory regulation through the Institute of Veterans Advocacy ("IVA").

<u>Incentives – staff bonuses</u>

Fee-for-service providers of veteran advocacy services often advertise on Seek and other job noticeboards and include bonuses in the renumeration package on offer (**Appendix F**). It would be important that any such bonuses are not linked to the potentially undesirable behaviours that have been raised in this Inquiry, such as number of claims lodged or conditions claimed for.

<u>Incentives – referral fees</u>

AVA is aware of other advocacy providers who, as recently as 2022, were entering into referral arrangements that would pay a fee in return for any referred veteran who subsequently received compensation of more than \$200,000 (**Appendix G**), and that this offer was advanced to medical service providers specialising in supporting veterans.

AVA has been contacted by both medical service providers and financial advisors proposing referral arrangements in which AVA would receive a per veteran fee in return for the referral; however, we have declined all such offers and recommend that no such incentive arrangements be permissible under any proposed new regulations.

² https://abr.business.gov.au/ABN/View?abn=76690713038

³ https://www.duplichecker.com/domain-age-checker.php

One example of this practice was a psychiatry clinic that approached the Veteran Support Centre in Belconnen while AVA Director Carrissa Ibbott was an ESO Advocate there. The clinic offered to pay a fee in return for the referral of veterans in need of mental health support for ongoing treatment or management, as well as veterans who needed once-off psychiatrist diagnostic assessment or impairment assessment to support DVA claims. Notably that while no referral fee arrangement was entered into (it being a breach of the ESO code of conduct and ethical operating practices), after discussion and review of the services provided, the clinic did become one of the many psychiatry clinics that would be identified to veterans in need of mental health support due to the high quality of care provided and willingness to deal with DVA paperwork and billing schedules.

<u>Undesirable behaviours of medical practices in the DVA space</u>

As described in their evidence to this Inquiry, DVA is aware of many undesirable practices of medical service providers working with veterans, such as charging for diagnostic reports that were not required. AVA would like to expand on this issue and emphasise that perverse incentives within this space not only results in unnecessary costs to DVA, but also poses a risk to veterans' overall medical support.

As an example, AVA was approached by a large prominent health services provider that advertises itself as specialising in DVA claim paperwork and who's profit driven business model is based on providing a no-cost service to veterans while obtaining funding from DVA for the diagnostic assessment reports required to support veteran's DVA claims. The business was eager to have control over the number and type of claims submitted on behalf of any veterans referred to them, and was clear they would not provide veterans with any ongoing medical support, nor any letters of referral back to treating GPs for any identified ongoing management requirements.

AVA is aware of medical service providers that invoice DVA for services that should, from a health outcome perspective, more appropriately be completed by the veteran's treating GP to ensure suitable ongoing care and management. A prime example of this is charging DVA for an annual medication review, which is intended to be available to a veteran's treating GP to as part of annual check-up, but instead is being billed for by medical providers that specialise in DVA paperwork and do not operate their clinic as a treating GP.

AVA has also seen cases where medical service providers, as well as advocacy providers with relationships to medical service providers, routinely lodge claims (or encourage their veteran clients to lodge claims) in a manner that will trigger DVA to issue a report that needs a GP to action, thereby allowing the medical service providers to then invoice DVA for completing the report. They do this even though the claim in question is for a condition that should not be claimed for, due to no link to service, not being a valid condition, or it not being a condition there is any value in having DVA liability accepted for.

One particularly egregious example of this behaviour was a veteran who transferred their DVA claims management to AVA from another fee-for-service provider. After reviewing the veteran's circumstances it was found that half of the claims lodged by the previous provider were invalid and had to be withdrawn, but this was only after the previous provider had already engaged their own medical service provider to complete the associated DVA paperwork for those claims and invoiced DVA for the work.

There are several medical service providers now operating who are known to follow this same business model of not directly advertising or offering 'Advocate support', but instead offering to review veterans' service health records to identify "liability claims" (for free or for a fee), which they then encourage or require the veteran to self-lodge via MyService. The veteran is then encouraged or obliged (often due to the limited information shared) to have the same medical service provider complete the reports DVA requires to support the initial liability claims, for which they charge DVA. Even though these medical service providers encourage or require the veteran to

commence the DVA claims process and charge DVA directly for related reports, they generally do not provide any guidance or support with the claims process, do not support the veteran when the claims are pending determination to ensure requested additional information is provided to DVA, and do not support the veteran with any appeals. The medical service providers have, under this model, a clear financial motive to encourage veterans to lodge claims for conditions fairly described as inconsequential or clearly not related to service, as even though they are inevitably rejected, it is only after the medical service provider has been paid by DVA to complete the claim paperwork. In addition to the money wasted by DVA, it is possible the veteran could be negative impacted by the experience of having multiple claims rejected.

Another concern AVA would like to raise is the existence of several medical providers that have previously provided draft copies of initial liability and compensation reports to veterans or their Advocates inviting "comment and modification" prior to submission to DVA. While this could be seen as simply seeking confirmation of the reports' accuracy, it was apparent to AVA that the organisations were open to changing the medical report at the guidance or direction of the advocate or veteran in order to be more favourable and result in a better impairment assessment for the veteran in terms of compensation.

Non-Advocacy operators

There are several organisations in operation that do not market themselves as 'Advocates' for veterans but they still are involved in the DVA claims process and charge fees to veterans for their support.

One company that AVA is aware of charges an up-front fee of \$2,500 for the organisation to review the veteran's service health records and provide collated health records that identify and provide evidence of "conditions" the veteran can then lodge claims for themselves, but no further guidance or support is provided, including whether these conditions would even be valid or appropriate to claim.

Another company that AVA is aware of charges an up-front fee of \$1,500 to "prepare the veteran for their permanent impairment assessment" and coaches the veteran on the responses they should provide to the medical service provider in order to maximise their compensation payment.

We acknowledge that DVA is already aware of some of this behaviour, in particular DVA being charged for medical reports attached to claims later withdrawn, however AVA would like to highlight these problems for the Committee as these businesses risk being overlooked as they are not marketed as being fee-for-service advocacy providers but instead free-to-veteran medical service providers. Despite some of this activity appearing to skirt existing professional standards for medical service providers, AVA believes there is clearly additional regulation needed around these types of practices.

Comparison of veteran advocacy to Homecare Services

The Royal Commission into Aged Care Quality and Safety revealed many pricing abuses by providers of Home Care Packages, in a similar vein to what this Inquiry has heard regarding unscrupulous fee-for-service veteran advocacy providers. Reforms implemented in the Home Care sector in January 2023 require fees to be fair and reasonable, mandate a host of transparency measures to facilitate informed decision making, and, importantly, caps on how much providers can charge.⁴ AVA believes similar requirements for advocacy service providers would be beneficial for veterans and recommends the Committee consider this model when formulating their recommendations.

⁴ https://www.health.gov.au/our-work/hcp/care-management; https://www.health.gov.au/our-work/hcp/package-management

As an aside, it is notable that despite the similarities shared by DVA Entitlements and Homecare Packages, both of which are federal government schemes intended to help the vulnerable, the caps for Care Management and Package Management have been set at 15% and 20% respectively for a combined total of 35%, far in excess of the 5% to 10% commissions generally charged by advocacy providers and which have been described in this Inquiry as outrageous.

Fair and reasonable charges – beyond advocacy

During the hearing, questions were asked by the Committee regarding the relationship between the value of the commissions being charged by advocacy providers and the number of hours of work involved in providing advocacy support. AVA would like to highlight that this line of questioning could equally apply to other providers that also charge DVA:

- 1) AVA knows of at least one provider under the veteran Household Services Scheme charging DVA \$71 per hour (equal to the DVA hourly cap), while only paying their workers \$28 per hour. This implies a greater portion of the Scheme's funds were going towards the provider's administrative costs and profit than paying for the actual support being provided to veterans.
- 2) Although DVA gave evidence it is already taking steps to combat overcharging by medical service providers for unnecessary tests and diagnostic reports, it might also be beneficial to review the amount of time involved and whether those fees are fair and reasonable per hour of effort, given DVA is often charged on a per-form or per-page basis.

Cross-agency information sharing

During the hearing the Committee members asked various questions trying to ascertain the portion of permanent impairment payments currently being "fleeced" from veterans by fee-for-service advocacy providers through commission-based fees.

AVA believes an approximate figure could be arrived at by sourcing from DVA the details of registered DVA representatives and their clients' claims, and cross-referencing this with data available from ASIC and the ATO. From these sources could be derived indicative figures for the following metrics:

- PI compensation awarded, both by individual veteran and in aggregate
- Average revenue per veteran
- Average profit per veteran

Tracking these metrics over time, both historically and into the future following the introduction of regulation, could provide a base line and an indication of progress being made towards ensuring future fees are fair and reasonable.

Going a step further, it is an open question whether the government is willing to intervene in the sector to prevent so called 'super profits' on the grounds that businesses providing veteran advocacy services should have an upper limit to their profitability as part of their social licence to operate.

Suggested regulation requirements under the Institute of Veterans' Advocates (IVA)

The following is a summary of some of the requirements that AVA recommends should be part of regulations expected to be introduced and administered by the incoming IVA, but were not explicitly included in our original submission or response to questions on notice:

• Quality of Advocate support

- All advocates, both free and fee-for-service, to be appropriately qualified through ATDP training (or its successor) for the level of support being provided
- Mandatory refresher training and continuous professional development to ensure advocates remain up to date with legislative and policy changes
- IVA to have access to DVA data to facilitate audits of advocates and advocacy organisations, such as quality of submitted claims, inclusion of supporting evidence, and their accepted, rejected and withdrawn ratios
- (Similar quality audits are recommended for medical service providers)

Transparency

- Providers should be required to publish, in a simple standardised format, the scope of their services, their terms of engagement, and the fees they charge, to enable veterans to compare and make informed decisions
- Fee-for-service providers should be required to inform veterans of free alternatives, including referring them to an IVA approved DIY guide and ESOs
- All providers should have mandatory reporting requirements to IVA to facilitate monitoring, quality control and compliance
 - In particular, reporting details of pro bono clients, including what support was provided for free, what support was charged for, and how much the veteran was charged
- IVA should undertake audits of provider websites and advertising to ensure compliance with its (expected) code of practice

APPENDIX A - Eligible Young Person / s80 claims

How Can Help

A we are committed to helping veterans and their families navigate the often complex DVA claims process. If you or your loved ones are entitled to additional compensation due to severe impairment and dependent payments, we can assist by:

- Clarifying eligibility for the additional lump sum payment.
- · Gathering the necessary documentation and supporting evidence.
- · Ensuring your claim is thoroughly prepared, maximising your chances of success.

The Department of Veterans' Affairs has a wide suite of services available to clients outside of the claims process. These include, but are not limited to:

- Financial advice, for how to manage your lump sum payments;
- Veteran Payment, for if you are experiencing financial hardship;
- Medical Expenses Privately Incurred (MEPI) reimbursements;
- Incapacity payments, for if your capacity for employment has changed since your claim was processed;
- · Rehabilitation Appliances Program;
- · Veterans Affairs Pharmaceutical Advisory Centre;
- Household Services, assistance in managing household duties;
- Extra financial supports for Gold Card holders, listed by state;
- · Financial support for child-related expenses;
- Bereavement payments, funeral benefits and other death related assistance;
- The Wrap Around Care Program (a DVA initiative planned for launch in July, 2026)

Severe Impairment Payments: Extra Compensation for Veterans With Dependants

As a veteran with dependants, you may be entitled to additional DVA compensation to help provide for your family. Our team simplifies the claims process so you can secure the financial support you deserve—without stress or delays.

Start Your Claim

How It Works

1. Do You Qualify? Check Your Eligibility

Not sure if you're entitled to a Severe Impairment Payment? Our experts review your case and assess whether your dependants qualify you for additional compensation under MRCA. We handle the details so you don't have to navigate complex DVA regulations alone.

2. We Handle Your Application

Filling out DVA
paperwork can be
overwhelming, and
mistakes can cause
delays. Our team
gathers the necessary
documents, prepares
your claim correctly,
and submits it on your
behalf. We ensure
everything is in order
so your dependants
receive their
compensation without
unnecessary hold-ups.

3. Secure the Financial Support You Deserve

Once approved, your
Severe Impairment
Payment is processed,
increasing your DVA
compensation to
support your family
better. If any issues or
additional steps are
required, we stay by
your side, ensuring
you receive the full
benefits you're entitled
to.

Start Your Claim

APPENDIX B – Contract and costs agreement from law firm



Disclosure Statement and Conditional Fixed Fee Agreement No Win – No Fee™

Between

and

Slater & Gordon Ltd

Slater and Gordon Level 3, 192 Ann Street Brisbane QLD 4000 Phone: (07) 3331 9100 Facsimile: (07) 3331 9180

Preliminary

The Legal Profession Act 2007 (QLD) allows a law practice and you to agree on how the legal costs are to be calculated and paid in the form of a costs agreement.

This document incorporates a Disclosure Statement and Conditional Fixed Fee Agreement ("the Agreement"). It sets out the terms on which Slater and Gordon propose to undertake this work for you. If you accept these terms, this Disclosure Statement and Conditional Fixed Fee Agreement are to be read together and form the Agreement in this matter. All references to "we", "us" or "our" refer to Slater and Gordon.

To retain us and accept the Agreement you must sign and return this document to us. Please keep the copy for your records.

DISCLOSURE STATEMENT

1 SCOPE OF WORK

1A STAGE A: The Permanent Impairment Work: Description of Work:

Pursuant to the information and instructions provided by you, we will pursue your claim(s) under the Safety Rehabilitation Act 1988 ("the SRC Act 1988") and/or the Safety, Rehabilitation and Compensation (Defence-related Claims) Act 1988 ("the DRC Act") and/or the Safety, Rehabilitation and Compensation Legislation Amendment (Defence Force) Act 2017 ("the DRC Act 2017") and/or the Military Rehabilitation and Compensation Act 2004 ("the MRCA 2004"), as appropriate, for interim and/or final lump sum compensation for your permanent impairment(s) ("the permanent impairment claim(s)") in relation to:

- Psychological Injury
- Right Shoulder injury
- Left & Right Knee Injuries
- Left & Right Hip Injuries
- Back Injury
- Neck Injury
- Headaches/migraines
- Sexual Dysfunction
- Dental condition/Bruxism/Temporomandibular Joint dysfunction

If you are awarded permanent impairment compensation pursuant to the MRCA 2004 and you are entitled under that legislation to choose whether the compensation is paid as a full or partial lump sum and/or by weekly payments, the scope of our work will include providing you with legal advice in relation to that decision.

A permanent impairment fixed fee for each of the above permanent impairment claim(s) is payable in accordance with paragraph 3A. This will include any fees charged in accordance with paragraph 3D.

1B. STAGE B: The Liability Work: Description of Work:

- B. Should we obtain, an admission of liability or an extension of liability (a liability win) in relation to any of the permanent impairment claim(s) set out in paragraph 1A., but the evidence is insufficient, in our view, to support permanent impairment compensation for any of those permanent impairment claim(s), those claim(s) will hereafter be referred to as the non-permanent impairment claim(s). A reduced fee for obtaining liability for those non-permanent impairment claims will be payable in accordance with paragraph 3B.
- 1C STAGE C Reconsideration/Reassessment/AAT Review of Permanent Impairment: Description of Work

C. If we obtain for you, a permanent impairment win in relation to any of the matters the subject of this Agreement and we consider that a Reconsideration/Reassessment or AAT Review may result in the payment of further additional permanent impairment compensation, then a reduced fee is payable in accordance with paragraph 3C. This fee is in addition to the fees payable in accordance with paragraph 3A.

In all other Reconsideration/ Reassessment/AAT Reviews where we do not obtain a permanent impairment win (for example: where you have obtained a permanent impairment payment prior to instructing us), the matter will be treated as a permanent impairment claim and the fee payable will be that set out in paragraph 3A.

PERSONS WHO MAY PERFORM THE WORK

National Military Compensation Expert:



From time to time it may be necessary to utilise the skills of other staff at Slater and Gordon. We will let you know if this occurs.

3. PROFESSIONAL FEES

The professional fees payable are determined by reference to the stage the proceedings reach when your matter is resolved.

Professional fees are only payable in the event of a 'successful outcome'.

A successful outcome means that you receive a liability win or an amount of money after payment of all liabilities (including tax) that you incur in the matter to us and to any other person including any other party(s). This is subject to the termination provisions below.

Our professional fees payable under this Agreement are fixed as follows:

3A STAGE A: The Permanent Impairment Work: Fixed No Permanent Impairment Win No Fee

We agree to charge a fixed fee as follows:

- 1 \$8,250 including GST for each of the SRC Act 1988, the DRC Act, and/or the DRC Act 2017 permanent impairment claim(s) set out in paragraph 1A and/or
- 2 \$8,800 including GST for each of the MRCA 2004 permanent impairment claim(s) set out in paragraph 1A.

'Permanent Impairment Win' for each particular claim means: -

recovery of permanent impairment compensation for you for that particular claim; or an offer of permanent impairment compensation for that particular claim.

3B STAGE B: The Liability Work: Fixed No Liability Win No Fee

We agree to charge a fixed fee as follows:

- 1 \$4,125 including GST for each of the SRC Act 1988, the DRC Act, and/or the DRC Act 2017 non-permanent impairment claim(s) set out in paragraph 1B and/or
- 2 \$4,400 including GST for each of the MRCA 2004 non-permanent impairment claim(s) set out in paragraph 1B.

The liability fee is only payable should we recover permanent impairment compensation for one or more of the claim(s) set out in 1A. A liability win for each non-permanent impairment claim means in our opinion the obtaining of a relevant admission of liability for that particular claim.

The liability fee is payable from any one or more of the successful permanent impairment claim(s) save that if permanent impairment compensation is recovered for a particular claim(s) there is no additional liability fee payable for that particular claim(s). The only fee payable in such an event would be the Permanent Impairment fee. A liability win for each non-permanent impairment claim(s) means in our opinion the obtaining of a relevant admission of liability for that particular claim.

3C. STAGE C: Reconsiderations/Reassessments and AAT Review of permanent impairment Work: No Review Win No Review Fee:

We agree to charge a fixed fee ("the review fee") of \$4,400 including GST on the basis of 'no review win no review fee' in respect of each review claim referred to in 1C. "Review Win" means the recovery of additional permanent impairment compensation for the particular review claim.

 STAGE D: Reimbursement of professional fees for legal advice in relation to the form of compensation payments under MRCA 2004;

If it is determined pursuant to the MRCA 2004 that the impairment(s) you suffered constitute at least 50 impairment points and you are entitled under that legislation to choose whether the permanent impairment compensation is paid as a full or partial lump sum, and/or by weekly payments, we agree to charge a fixed fee ("the election advice fee") of \$2,500 including GST for legal advice in relation to that decision. The election advice fee forms part of fixed fee referred to in paragraph 3A(2), and may be invoiced separately from the balance of that fixed fee.

Under section 81 MRCA 2004 you can seek reimbursement from the Department of Veteran's Affairs ("DVA") for the cost of legal and financial advice in relation to the decision about whether the permanent impairment compensation is paid as a full or partial lump sum and/or by weekly payments. The sum that can be reimbursed to you by the DVA in this regard is limited. This amount is periodically reviewed and amended in accordance with the legislation.

4. OUTLAYS

For each fee charged for STAGE A, STAGE B and STAGE C (outlined in paragraphs 3A, 3B and 3C) you will also pay an additional fixed professional fee of \$330 including GST to cover outlays and any other expenses incurred by us.

This fee includes the costs associated with courier fees, telephone charges, photocopying, filing and lodgement fees, banking charges and postage.

5. DISBURSEMENTS

Disbursements are separate from professional fees and not covered by the fixed fees set out in 3 and 4 above. The estimated amount of the anticipated disbursements is approximately \$1,500 plus GST for the costs of an initial medical report.

This amount will usually be required to be paid within approximately 10 weeks of signing this Agreement. The cost varies slightly from doctor to doctor.

6. ESTIMATES OF TOTAL LEGAL COSTS

We offer you a fixed fee arrangement for professional fees for STAGE A, STAGE B and STAGE C outlined in paragraphs 3A, 3B and 3C plus the estimated disbursements and outlays outlined in 4 and

Where further stages may be undertaken we will provide you with a further fixed fee agreement together with a further estimate of fees, disbursements and outlays.

You have the right to negotiate with us the method of billing including the fixed fees for professional fees we have quoted.

We will advise you in writing of any changes to the basis on which legal costs will be calculated.

7. MAXIMUM AMOUNT OF PROFESSIONAL FEES

In the event you are entering into a conditional cost agreement involving a personal injuries claim where our right to recover professional fees are dependent upon a 'successful outcome' of the matter (paragraph 3) then irrespective of our entitlement to professional fees under the proposed agreement the maximum we can charge you at law for professional fees inclusive of GST (but exclusive of any outlays) is as follows:

This limit does not apply in the event of lawful termination by either party prior to conclusion of the claim.

8. COSTS IN PROCEEDINGS

If proceedings are taken on your behalf in the Administrative Appeals Tribunal as detailed in STAGE C, the Tribunal may order the other party to pay your costs of the proceedings. As a general rule, this will not be the whole of the legal costs you are liable to pay us.

We will provide you with an estimate of your recoverable costs for the Administrative Appeal Tribunal proceedings should they be commenced.

If settlement of your claim is being resolved by alternate dispute resolution, prior to any agreement resolving the matter we will provide you with a reasonable estimate of our costs payable by you on settlement, a reasonable estimate of the costs you would obtain from the other party on settlement if the settlement is favourable to you or a reasonable estimate of the costs you may have to pay to the other party.

9. MONEY IN TRUST & PAYMENT OF LEGAL COSTS

By signing this Agreement you irrevocably authorise us:

- To receive any settlement money or money paid by you or third parties into our Trust Account.
- To pay your legal costs from money in trust once our Bill has been sent to you.
- To negotiate and settle costs recoverable from the other party on the best obtainable basis
 including, if necessary, proceeding to a taxation of costs where the Court orders that some of your
 costs are to be paid by the other party.
- To pay you the balance of any money received on your behalf once your legal costs have been paid.
- To withdraw funds held in trust for you, including any money received in settlement of the matter, to pay for legal costs that may be due and payable by you.
- Register such securities over any interest you may have in real estate as is appropriate to secure the payment of our fees.

If our costs are not paid within 30 days after the Bill (whether itemised or not) has become payable, we may take action against you to recover those costs unless we agree to extend the time for payment or enter into an instalment plan or other arrangement with you.

10. SCALE OF COSTS

You are entitled to receive a Bill from us.

You are entitled to request an itemised account after receiving a Bill that is not itemised or is only partially itemised. In entering into this Agreement with a fixed fee arrangement for professional fees you acknowledge that the costing is not based on the time that the lawyer and/or supporting staff spend on your matter but it is the scope of the work to be performed. Therefore, you acknowledge that an itemised account in these circumstances relates to the work that has been performed pursuant to the agreed scope of work as set out in paragraph 1, claimable as a fixed fee for professional fees and not the time that has been spent.

In the event of a dispute about legal costs you may seek the assistance of the Legal Services Commissioner or the applicable designated local regulatory authority. For more information about your rights, please read the Legal Services Commissioner fact sheet Legal Costs - Your Right to Know. This can be obtained from the Queensland Law Society (or download it from their website: www.qls.com.au.)

In the event of a dispute about legal costs you are also entitled to:

- · Apply for costs to be assessed within 12 months of receiving our bill;
- Apply to have your costs agreement set aside within 6 years after the date on which the cause of action arose:
- Accept or reject any offer we make for an interstate costs law to apply to your claim;
- Notify us that you require an interstate costs law to apply to your claim.

11. ACCESS TO YOUR FILE

We may retain possession of your file including any of your documents until you have paid all outstanding legal costs (including disbursements) or a satisfactory arrangement has been agreed concerning the payment of all outstanding legal costs.

Slater and Gordon is required by law to retain your file, including your personal information, for a further seven (7) years from the closure of your file. During this period your file will be kept in a secure offsite storage facility. After the seven (7) year period, your file will be destroyed unless you contact us to make alternative arrangements before the end of the seven year period.

You may request a copy of your file at any stage after the closure of your matter. This request should be addressed to the lawyer responsible for your matter.

12. GOODS AND SERVICES TAX

GST means GST within the meaning of A New Tax System (Goods & Services Tax) Act 1999.

All fee rates specified in this Agreement are inclusive of GST.

Disbursements incurred by Slater and Gordon in the course of acting for you will be charged to you net of any input tax credit to which the firm is entitled plus GST at the applicable rate.

13. PRIVACY

Before signing this Agreement, please read Slater and Gordon's Privacy & Confidentiality Policy which is available on our website. If you are unable to access our website please contact us and we will provide you with a hard copy of our Privacy & Confidentiality Policy and explain any terms that you do not understand. Having read the Slater and Gordon Privacy Policy you acknowledge that:

 Slater and Gordon will collect your personal and sensitive information ('your information') as part of providing you with legal services under this Agreement. Slater and Gordon will only collect such personal and sensitive information as is reasonably necessary to provide legal services to you under this Agreement and to inform you of our other legal services in the future;

- Slater and Gordon will safely and securely store your personal and confidential information. In
 the course of providing legal services to you, we may disclose your information to third party
 professionals when we outsource certain functions (e.g. retaining a barrister or expert witness
 and document reproduction). In the course of conducting the effective internal management of
 our business, third party professionals may come into contact with your personal information
 (e.g. company auditors and information technology support);
- In every case, Slater and Gordon conducts due diligence on all third party service providers that may come into contact with your information to ensure that they take privacy as seriously as we do:
- Slater and Gordon utilises international cloud computing services to safely store e-mails and
 information that we obtain through our New Client Services department. In each case, data is
 encrypted and high security measures are adopted to protect personal and confidential data.
 As part of our due diligence, we have sought conformation from such providers that they comply
 with the Privacy Act 1988. We take all reasonable steps to protect our clients' information from
 misuse and loss, and from unauthorised access, modification or disclosure;
- Your information may be accessed by employees of: Slater and Gordon Ltd and subsidiary companies such as: Conveyancing Works Pty Ltd, Trilby Misso Lawyers Ltd and other subsidiary companies located in the United Kingdom (the "Slater and Gordon Group"). All members of the Slater and Gordon Group are bound by the same or equivalent privacy and confidentiality laws that govern the legal profession within Australia;
- Slater and Gordon will take all reasonable steps to ensure the accuracy of your personal
 information. You undertake to keep Slater and Gordon advised in relation to any updates or
 corrections required to preserve the integrity of your information. You may contact your lawyer
 or legal assistant responsible for your matter to check the accuracy of your personal data at
 any stage throughout the conduct of your matter. Alternatively you may contact our Privacy
 Officer at: privacyofficer@slatergordon.com.au or on +61 3 9602 6918 in relation to any privacy
 related queries or concerns;
- You may request a copy of your file at any stage after the closure of your matter. Such request should be addressed to the lawyer responsible for your matter. Please note that we are entitled to withhold a legal file unless and until a satisfactory arrangement has been agreed concerning the payment of outstanding legal costs;
- Slater and Gordon is required by law to retain your file, including your personal information for a further seven (7) years from closure of your file. During this period your file will be kept in a secure offsite storage facility. After this period your file will be destroyed unless you contact us to make alternative arrangements before the expiration of this period.

14. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that any document prepared by us must not be reproduced, adapted or communicated without prior written consent by us. This is subject to your right to use those documents for the purposes for which they are provided.

15. COMPLAINTS

If you have any dissatisfaction or concern with our work or fees, you should refer your concerns to your lawyer, Practice Group Leader or to our Client Feedback team at feedback@slatergordon.com.au, GPO Box 4864VV Melbourne 3001 or by telephone to 03 9602 6918 or 1800 812 597.

16. PROVIDING FEEDBACK ON YOUR EXPERIENCE AT SLATER AND GORDON

Slater and Gordon welcomes receiving feedback from our clients to ensure we continually maintain excellent client service. If you would like to provide feedback, please do so either to your legal team direct or with our central Client Feedback team who can be contacted by email at feedback@slatergordon.com.au or by telephone on 03 9602 6918 or 1800 812 597.

COSTS AGREEMENT

1 OFFER TO ENTER COSTS AGREEMENT

This document constitutes an offer to you to enter into a costs agreement with Slater and Gordon to act for you in relation to your matter. It sets out the terms and conditions upon which you retain us to act for you in relation to your matter.

You may accept this offer in writing by signing and returning a copy of this Agreement.

2 YOUR OBLIGATIONS

This Agreement requires you to meet certain conditions in relation to your matter. You must:

- Tell Slater and Gordon openly and honestly everything relevant to your matter and any material
 change in your circumstances that might impact on your matter while we continue to act for
 you. This includes all things that a reasonable person would consider might be relevant to your
 matter, even if it might damage your case.
- Fully co-operate with us and do everything that we reasonably ask in the conduct of your matter in a timely manner.
- Provide funds in advance in accordance with this Agreement.

If you fail to comply with any of these conditions we have the option to terminate this Agreement by advising you in writing. You will be liable to pay Slater and Gordon's professional fees calculated in accordance with paragraph 3 of the Disclosure Statement and disbursements incurred to the date of termination

3 INTEREST

If we send you a Bill and that Bill is not paid within 30 days, we may charge you interest on that amount after the 30-day period has expired. We will only charge interest where we have notified you in our Bill of our intention to charge interest if payment is not made within 30 days.

The rate of interest payable is equal to the Cash Rate Target specified by the Reserve Bank of Australia, as at the date the Bill was rendered, increased by 6 percentage points.

4 TERMINATION - BY US OR YOU

You may terminate this Agreement at any time by providing us with notice in writing. If you do so, we will then render a final Bill.

We may terminate this Agreement (with written notice) and stop acting for you if:

- You have not performed any of the obligations required under this Agreement.
- You have not given adequate instructions within a reasonable time of being requested to do so.
- In our reasonable opinion, it appears that mutual confidence and trust no longer exists.
- In our reasonable opinion, continuing to represent you may breach the Legal Profession Conduct Rules under the Uniform Law or ethics governing legal practice.

On termination, you will receive a Bill for your professional fees and outlays. If we terminate the Agreement you will only have to pay the disbursement fee for the medical report(s).

If you instruct other lawyers we will transfer your file to them upon payment of our legal costs properly owing.

5 YOUR RIGHT TO NEGOTIATE

You have the right to negotiate the terms of this Agreement with us.

6 PROGRESS REPORTS

You have the right to request progress reports about the status of your matter.

7 COOLING OFF

A cooling off period applies to this Agreement. If you choose to end this Agreement within five (5) clear business days of signing the Agreement it will be at an end. To end the Agreement under this provision, you must notify us in writing.

During these 5 days you may, by written notice addressed to, Agreement.

If you terminate this Agreement by written notice, we will recover only those legal costs in respect of legal services performed for you before the termination that were performed on your instructions and with your knowledge that the legal services would be performed during that period.

8 INDEPENDENT LEGAL ADVICE

You should not sign this Agreement unless you have understood everything in it.

You have been informed of your right to seek independent legal advice before entering this Agreement

If you wish to obtain independent advice and require assistance to find a suitable independent lawyer you can contact the Lawyer Referral Service at the Queensland Law Society on 1300 367 757.

9 INCORPORATED STATUS

Slater and Gordon is an incorporated legal practice and we advise that:

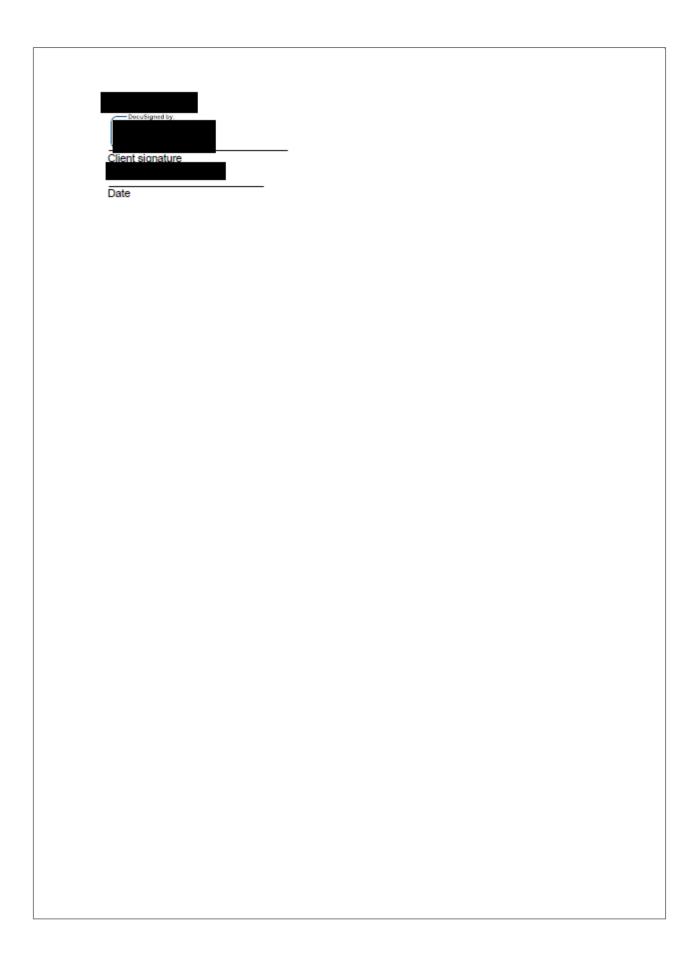
- The services to be provided are set out in paragraphs 1 and 3 of the Disclosure Statement above.
- Not all legal services to be provided under this Agreement will be provided by an Australian Legal Practitioner.
- Certain legal services, including correspondence with you and other parties, legal research, drafting of Court documents and other documents may be provided by law clerks, trainee solicitors or others as nominated by Slater and Gordon. While law clerks may not have formal legal qualifications or have only limited legal qualifications, they have considerable experience in the relevant area of law and work under the supervision of an Australian Legal Practitioner.
- The provision of legal services is regulated by the Legal Profession Act 2007 (Qld), however, the provision of non-legal services under the Agreement is not regulated by that legislation.
- The information in this paragraph is provided to you in relation to all matters that you may instruct us on an ongoing basis.

ACKNOWLEDGEMENT

This Agreement is a legally binding document. You should not sign this Agreement unless you have understood everything in it. You have been advised of your right to seek independent legal advice before entering into this Agreement

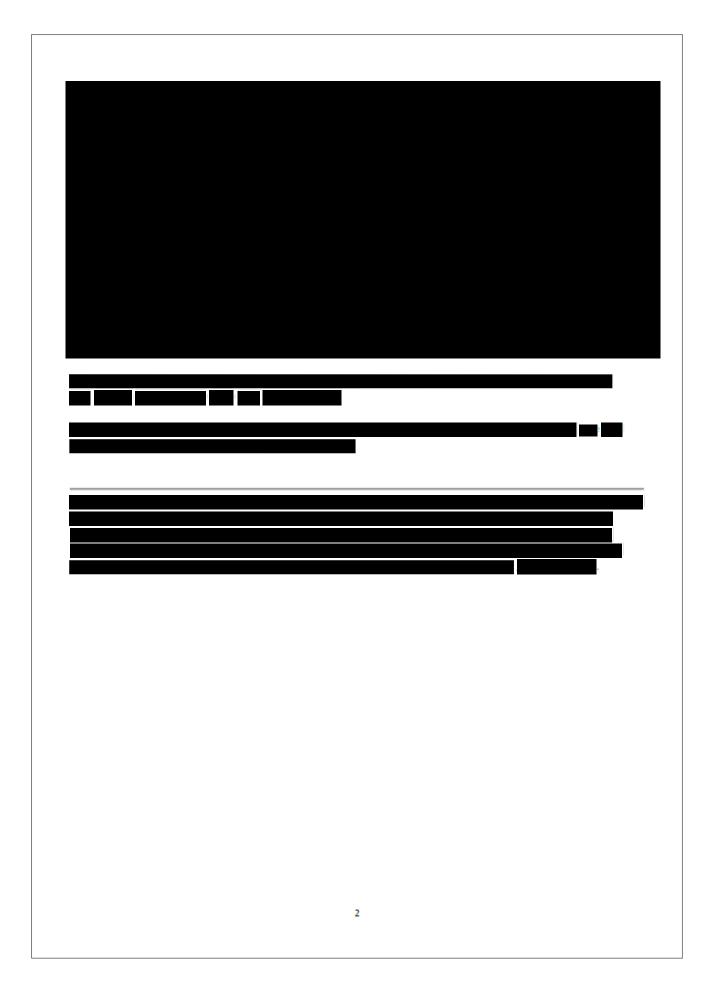
You acknowledge and accept the following:

- You have received, read and agree to be bound by the terms of the Agreement;
- (b) If you are unable to read these documents in English, you have had them translated and explained to you in your native language by a qualified interpreter in that language;
- (c) You agree that the Agreement may be signed by you using an electronic signature and stored by electronic means; and
- (d) You will retain your own copy of the Agreement.



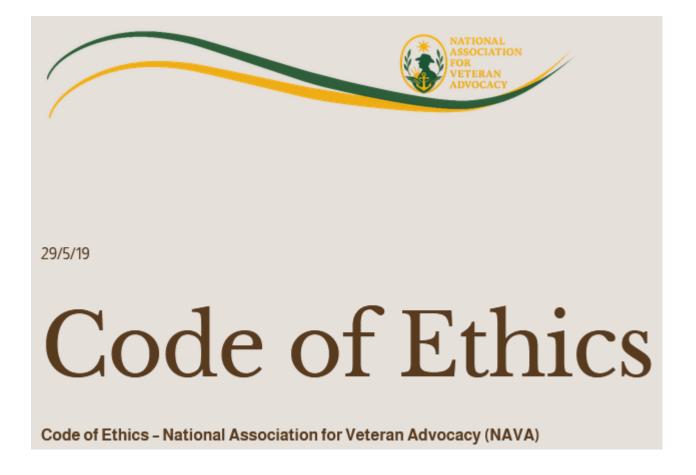
APPENDIX C –Lack of capacity amongst free advocacy services

From:	
Sent:	Monday, 29 September 2025
To:	AVA Support
Cc:	
Subject:	Advocacy Services - DVA client
To whom it may conc	ern
We are currently work	wing with client under the DVA Rehab Program.
DOB: DVA File Number:	
Location:	
Mobile:	
	tance from an advocacy service to assist with Initial Liability Claims to claims with DVA, and (PI) Permanent Impairment Claim which was unresolved/unpaid charge in 2005.
 RSL subbrance MBMMC 	the following advocacy services, who advised they had nil capacity: ch around cacy Australia (nil response)
are unsure which clai breakdown.	in March/April 2025 to submit some claims, but we ims were submitted/what is outstanding and are unable to confirm due to a relationship needs urgent input from a dentist/orthodontist, and is not in a financial position to pay treatment, and his doctor will need guidance on which conditions are still outstanding to ting documentation.
Please reach out if yo	u have any queries, alternatively consents to be contacted directly.
Kind Regards	
Toom Loader	
Team Leader	
Team Leader	L Company of the comp
Team Leader	
Team Leader	



APPENDIX D - NAVA website age and Code of Ethics page extract

Domain Name	Domain	Created on	Age	Domain Updated on	Domain Expiration Date
nationalassociationforveteranadv	ocacy.org	2025-09-20 22:12:482025-09-20 22:12:48.422000		2025-09-25 22:13:052025-09-20 22:12:48.810588	2028-09-20 22:12:482028-09-20 22:12:48.422000
IP Address		198.185.159.145			
Name Servers		-	-	ns-cloud-d1.googledo -cloud-d2.googledon	
WayBack/ Archive.org		History of Domain			
Registrar		Squarespace Domo	ains LLC		



APPENDIX E - NAVA press release



PRESS RELEASE

FOR IMMEDIATE RELEASE

22 September, 2025

NATIONAL ASSOCIATION FOR VETERAN ADVOCACY (NAVA) REAFFIRMS ETHICAL STANDARDS IN VETERAN SERVICE PROVISION

The National Association for Veteran Advocacy (NAVA), an Australian not for profit peak body representing the interests of veteran advocates, today reaffirmed its unwavering commitment to ethical conduct and transparency in all professional relationships involving the provision of services to veterans.

As a national voice for veteran advocacy, NAVA emphasises that its members must maintain a singular and uncompromising focus: the welfare of the veteran. This principle must guide every decision, interaction, and application undertaken by member advocates on behalf of those they serve.

NAVA calls on all stakeholders within the veteran care ecosystem to uphold the highest standards of ethical practice, ensuring that services delivered to veterans are impartial, fair, and genuinely in their best interests.

Membership in NAVA requires a formal declaration of adherence to the Association's Code of Ethics and Conflict of Interest Policy. These foundational documents prohibit members from engaging with or recommending any medical or allied service provider that:

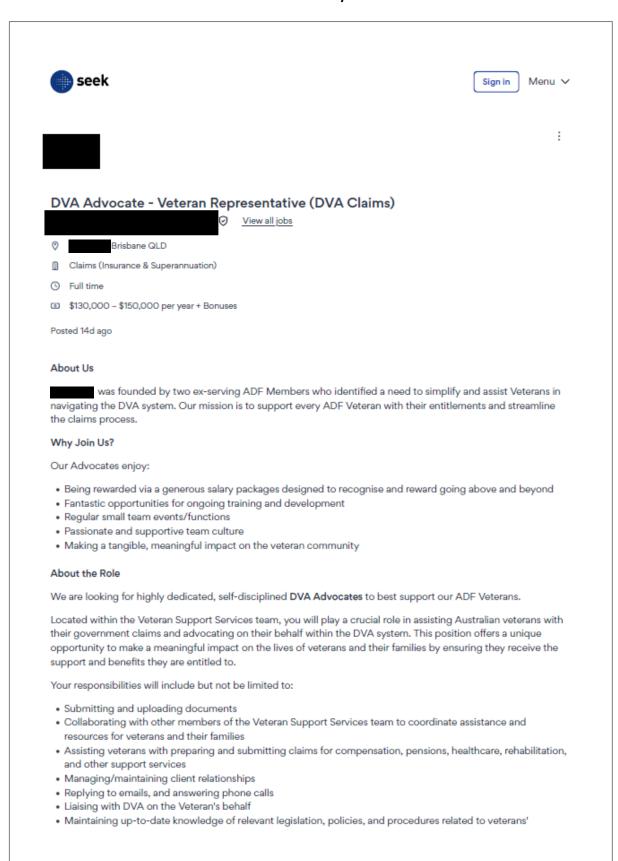
- Participates in undisclosed referral arrangements or 'kickback' schemes; or
- Refuses to sign and uphold NAVA's ethical commitments.

For further information on NAVA's ethical framework and advocacy initiatives, please visit our website.

NATIONAL ASSOCIATION FOR VETERAN ADVOCACY

www.nationalassosicationforveteranadvocacy.org

APPENDIX F - Job vacancy with bonuses





Sign in Menu ✓

entitlements and benefits

About You

Along with your strong work ethic and previous experience in a similar role, you'll have/be:

- · Ex-serving ADF members preferred
- Full Australian working rights or be a permanent resident
- · ATDP training is preferred, but not essential*
- · Understanding of basic Microsoft and Google applications
- · Familiar with DVA SOP's
- · Health/public health experience is favourable
- · Personable, empathetic, and dedicated
- · High degree of verbal/written communication skills is essential
- · Previous Employment With DVA

How to Apply

If you are passionate about supporting Australian veterans and are looking for a fulfilling career where you can make a real difference, we want to hear from you! **Apply via SEEK now**, attaching a brief cover letter and up to date resume. You must hold full Australian working rights as applications from those looking for sponsorship will not be considered.

Please note: Only candidates who meet the above criteria and submit a **personalised cover letter** outlining their suitability for this position will be considered.

APPENDIX G - Advocacy fee structure with referral incentive

DVA PERMANENT IMPAIRMENT CLAIMS

Cost

\$0 for any outcome that results in no amount payable.

5% of payout total for any outcome of \$199,999.99 or less.

7% of payout total for any outcome of \$200,000.00 or more.

Terms

Payable at the completion of the claim within 7 days.

Invoice for services is not payable until you have been paid.

Payout Total includes Eligible Young Person payment and relevant backpay.

This is calculated once all payable compensation has been deposited into your account.

DEFENCE FORCE OMBUDSMAN CLAIMS

Cost

\$0 for any outcome that results in no amount payable.

\$2,500 for any outcome that results in \$20,000.00 - \$25,000.00.

\$5,000 for any outcome that results in \$45,000.00 or more.

Terms

Payable at the completion of the claim within 7 days.

Invoice for services is not payable until you have been paid.

2 Initial: _____

Payment \$1,000.00 Terms Payable to any person whom refers a client to Payable to the referrer within 7 days of referee's claim being paid to For clients that achieve an outcome under \$200,000.00, no referral fee from to the referrer. DISBURSEMENTS Payment Invoice provided of fee/s paid on behalf of the Veteran. Payable at the completion of the claim within 7 days. Terms	will be payabl
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Invoice provided of fee/s paid on behalf of the Veteran. Payable at the completion of the claim within 7 days.	
Payable at the completion of the claim within 7 days.	
Terms	
Payable to regardless of the outcome at the	e end of claim.
Veteran will be informed in writing of any disbursements payable prior t	
payments.	
Often, disbursements such as medical fees are rebateable via DVA.	
*As proof of your DVA and / or DFO outcome compensation, you will provide	
with proof of your outcome upon request.	
** will provide you with relevant acc	ount details fo
transfer of funds once your claim has been funded.	ouni ueiuns jo

	AGREEMENT				
I					
	ing to this agreement and have been given an opportunity t				
ask questions. I consent to particip	pating in the agreed cost agreement.				
Signed by Client	Date: / /				
Signed by Chem					

Initial: ____