

IN THE SUPREME COURT OF VICTORIA AT MELBOURNE
COMMERCIAL COURT
COMMERCIAL LIST



No. S ECI 2020 02853

Case: S ECI 2020 02853

Filed on: 09/10/2020 03:33 PM

B E T W E E N

TRACY-ANN FULLER

Plaintiff

-and-

ALLIANZ AUSTRALIA INSURANCE LIMITED (ACN 000 122 850)

First Defendant

ALLIANZ AUSTRALIA LIFE INSURANCE LIMITED (ACN 076 033 782)

Second Defendant

DEFENCE

Date of Document:	9 October 2020	Solicitors Code:	8469
Filed on behalf of:	The Defendants	DX:	113 Sydney
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To the Plaintiff's Amended Statement of Claim filed 14 September 2020 ("**ASOC**") the First Defendant, Allianz Australia Insurance Limited (ACN 000 122 850), and the Second Defendant, Allianz Australia Life Insurance Limited (ACN 076 033 782) say as follows (definitions in the ASOC adopted unless otherwise stated and without admission):

A. PARTIES AND GROUP MEMBERS

The Plaintiff and the Group Members

1 As to paragraph 1, they:

(a) say that, given that it is not alleged in the ASOC that the Plaintiff is an Express Representation Group Member:

(i) the Plaintiff and Group Members have not suffered loss or damage arising out of the same, similar or related circumstances by or because of the

alleged conduct of the First and Second Defendants as pleaded in the ASOC; and

(ii) the Plaintiff has not validly commenced this proceeding as a representative proceeding pursuant to Part 4A of the *Supreme Court Act 1986* (Vic) on her own behalf and on behalf of Express Representation Group Members;

(b) by reason of the matters alleged in subparagraph 1(a) above, deny the allegations contained therein; and

(c) say further that the balance of this defence is subject to such denial.

1A As to paragraph 1A, they:

(a) refer to and repeat paragraph 1 above; and

(b) otherwise deny the allegations contained therein.

2 As to paragraph 2, they:

(a) refer to and repeat paragraph 1 above; and

(b) otherwise deny the allegations contained therein.

3 As to paragraph 3, they:

(a) refer to and repeat subparagraph 5(d) below;

(b) admit that some Group Members financed the purchase of one or more Add-On Insurance Products through loans they obtained in conjunction with the purchase of their respective vehicles, hereafter referred to as “**Financed Group Members**”; and

(c) otherwise deny the allegations contained therein.

4 As to paragraph 4, they:

(a) note that the Plaintiff is not alleged to be an Express Representation Group Member;

(b) refer to and repeat paragraph 43 below; and

(c) otherwise deny the allegations in the paragraph.

5 As to paragraph 5, they:

(a) as to subparagraph 5(a):

(i) admit that the Plaintiff attended AHG Lansvale Holden on 14 December 2015;

- (ii) say that the Plaintiff also attended AHG Lansvale Holden on 12 December 2015;
- (iii) say that the vehicle price was \$25,900; and

Particulars

Used Vehicle Tax Invoice with the possession date 14 December 2015.

- (iv) otherwise deny the allegations contained therein;
- (b) admit subparagraph 5(b);
- (c) admit subparagraph 5(c);
- (d) deny subparagraph 5(d); and

Particulars

The Defendants refer to the Tyre and Rim Insurance policy schedule initialled by the Plaintiff, on which the Plaintiff chose "cash" as the payment method, and the Fixed Rate Loan Agreement Details dated 14 December 2015 initialled by the Plaintiff.

- (e) as to subparagraph 5(e):
 - (i) do not admit that the relevant repayments were made weekly, as it is not within their knowledge; and
 - (ii) otherwise admit the subparagraph.

The Defendants

- 6 They admit paragraph 6.
- 7 They admit paragraph 7.

B. THE ADD-ON INSURANCE PRODUCTS

Nature of Add-On Insurance Products and regulatory regime

8 In respect of paragraph 8, they:

- (a) say that the Add-On Insurance Products did provide the cover described in the paragraph, subject to the terms and conditions of the policies;

Particulars

- 1 Annexure 1 to this defence is a schedule of the PDS and policy documents for Loan Insurance.
- 2 Annexure 2 to this defence is a schedule of the PDS and policy documents for Motor Equity Insurance.
- 3 Annexure 3 to this defence is a schedule of the PDS and policy documents for Extended Warranty.
- 4 Annexure 4 to this defence is a schedule of the PDS and policy documents for Tyre and Rim Insurance.

- (b) say that Loan Insurance constituted three distinct financial products and policies of insurance being:

- (i) "trauma and death", "terminal illness and death" or "trauma, terminal illness and death" cover issued only by the Second Defendant under which only the Second Defendant provided insurance cover and was liable to have a policyholder exercise rights under the policy;
- (ii) disability cover issued by the First Defendant under which only the First Defendant provided insurance cover and was liable to have a policyholder exercise rights under the policy; and
- (iii) involuntary unemployment cover issued by the First Defendant under which only the First Defendant provided insurance cover and was liable to have a policyholder exercise rights under the policy; and

Particulars

Annexure 1 to this defence is a schedule of the PDS and policy documents for Loan Insurance.

- (c) otherwise admit the allegations contained therein.
- 9 They admit paragraph 9.
- 10 As to paragraph 10, they:
- (a) admit that at all material times the First Defendant dealt in the Add-On Insurance Products, and thereby:
 - (i) was, in trade or commerce, engaged in the supply of the financial service described by section 12BAB(1)(b) of the *ASIC Act* to the Plaintiff and the Group Members; and
 - (ii) provided financial services within the meanings of sections 766A(1)(b) and 766C of the *Corporations Act*; and
 - (b) otherwise deny the allegations contained therein.
- 11 They admit paragraph 11.
- 12 As to paragraph 12, they:
- (a) admit that section 912A of the *Corporations Act* required the First Defendant, as the holder of a financial services licence, to comply with the requirements thereof in relation to the sale by the First Defendant of the Add-On Insurance Products; and
 - (b) otherwise deny the allegations contained therein.
- 13 As to paragraph 13, they:
- (a) admit that the First Defendant engaged in conduct intended to influence persons to acquire Add-On Insurance Products;
 - (b) do not admit that the Dealers, as authorised representatives or otherwise, engaged in conduct intended to influence persons to acquire Add-On Insurance Products; and
 - (c) otherwise deny the allegations contained therein.
- 14 As to paragraph 14, they:
- (a) say that the First Defendant was a signatory to each of:
 - (i) the 2006 General Insurance Code of Practice effective June 2006 to April 2010 ("**2006 GICOP**");

- (ii) the 2010 General Insurance Code of Practice effective 1 May 2010 to 30 June 2012 ("**2010 GICOP**");
 - (iii) the 2012 General Insurance Code of Practice effective 1 July 2012 to 30 June 2014 ("**2012 GICOP**"); and
 - (iv) the 2014 General Insurance Code of Practice effective 1 July 2014 to 31 December 2019 ("**2014 GICOP**");
- (b) say that from June 2006 to 30 June 2014, the General Insurance Code of Practice (as in force at the time) did not provide a customer, or anyone else, with any legal entitlement or right of action against the First Defendant;
- (c) say that from 1 July 2014 to 31 December 2019:
- (i) by agreeing to the 2014 GICOP, the First Defendant entered into a contract with the Insurance Council of Australia ("**ICA**") to abide by this Code; and
 - (ii) the 2014 GICOP did not create legal or other rights between the First Defendant and any person or entity other than the ICA;
- (d) say that from June 2006 to 30 June 2014, decisions of the Code Compliance Committee made pursuant to section 7 of the General Insurance Code of Practice (as in force at the time) were binding on the First Defendant;
- (e) say that from 1 July 2014 to 31 December 2019, decisions of the Code Governance Committee made pursuant to section 13 of the 2014 GICOP were binding on the First Defendant; and
- (f) otherwise deny the allegations contained therein.

15 They deny paragraph 15.

16 As to paragraph 16, they:

- (a) refer to and repeat paragraphs 14 and 15 above;
- (b) as to subparagraph 16(a)(i), say that:
 - (i) clause 2.4, 1 of the 2006 GICOP, 2010 GICOP and 2012 GICOP stated that: *"Our Employees and our Authorised Representatives will conduct their services in an honest, efficient, fair and transparent manner"*; and

- (ii) clause 4.4 of the 2014 GICOP stated that: *"Our sales process and the services of our Employees and our Authorised Representatives will be conducted in an efficient, honest, fair and transparent manner, in accordance with this section"*;
- (c) as to subparagraph 16(a)(ii), say that:
 - (i) clause 2.4, 4 of the 2006 GICOP, 2010 GICOP and 2012 GICOP stated that: *"Our Employees and our Authorised Representatives will not perform functions which do not match their expertise"*; and
 - (ii) clause 5.1(b) of the 2014 GICOP stated that: *"When our Employees or Authorised Representatives are acting on our behalf, we will: only allow our Employees and our Authorised Representatives to provide services that match their expertise"*;
- (d) as to subparagraph 16(a)(iii), say that:
 - (i) clause 2.4, 5 of the 2006 GICOP, 2010 GICOP and 2012 GICOP stated that: *"Our Employees and our Authorised Representatives will receive adequate training to carry out their sales tasks and functions competently"*; and
 - (ii) clause 5.1(a) of the 2014 GICOP stated that: *"When our Employees or Authorised Representatives are acting on our behalf, we will: provide them with, or require them to receive, appropriate education and training to provide their services competently and to deal with you professionally, including training on this Code"*;
- (e) as to subparagraph 16(a)(iv), say that:
 - (i) clause 2.4, 3 of the 2006 GICOP, 2010 GICOP and 2012 GICOP stated that: *"Our Authorised Representatives will inform you of the service they have been asked to provide and the identity of the insurer for whom they are acting"*; and

- (ii) clause 5.3 of the 2014 GICOP stated that: *"When providing a service to you, our Authorised Representatives will inform you of the service they have been authorised to provide on our behalf, and our identity";*
- (f) as to subparagraph 16(b), say that the 2006 GICOP, 2010 GICOP and 2012 GICOP stated:
 - (i) in clause 2.4, 6 that: *"Training of our Employees and Authorised Representative will include: a) principles of general insurance and any relevant consumer protection law; b) product knowledge; and c) the requirements of this Code";* and
 - (ii) in clause 2.4, 8 that: *"We will: a) measure the effectiveness of training by monitoring the performance of our Authorised Representatives and our Employees; and b) require additional or remedial training to address any identified deficiencies";*
- (g) as to subparagraph 16(c), say that clause 5.1 of the 2014 GICOP stated that:

"When our Employees or Authorised Representatives are acting on our behalf, we will:

 - (a) provide them with, or require them to receive, appropriate education and training to provide their services competently and to deal with you professionally, including training on this Code;*
 - (b) only allow our Employees and our Authorised Representatives to provide services that match their expertise;*
 - (c) measure the effectiveness of training by monitoring the performance of our Employees' and our Authorised Representatives' services;*
 - (d) provide or require appropriate education and training to correct any identified performance shortcomings in our Employees' or Authorised Representatives' services...";*
- (h) rely on the full terms and effect of the 2006 GICOP, 2010 GICOP and 2012 GICOP and 2014 GICOP; and
- (i) otherwise deny the allegations contained therein.

17 As to paragraph 17 of the ASOC, they:

- (a) refer to and repeat paragraphs 11 to 16 above; and
- (b) otherwise deny the allegations contained therein.

Claims Loss Ratio of Add-On Insurance Products

18 As to paragraph 18, they:

- (a) say that the claims loss ratio of insurance products is accepted within the insurance industry only as the ratio of claims received to premiums paid, as measured in a particular period and for a particular policy type;
- (b) say that the claims loss ratio of insurance products does not recognise (amongst other things) the cost of distributing, administering and handling claims in respect of those products;
- (c) say that the claims loss ratio does not indicate the value, or potential value, of an insurance product to a particular insured either prospectively or retrospectively;
- (d) say that a fundamental component of value to individual insureds, accepted within the insurance industry, is the peace of mind associated with having the relevant product, which is in no way reflected in the claims loss ratio; and
- (e) otherwise deny the allegations contained therein.

19 As to paragraph 19, they:

- (a) refer to and repeat paragraph 18 above; and
- (b) otherwise deny the allegations contained therein.

20 They say that paragraph 20 is impermissibly vague and embarrassing and, under cover of that objection, deny the allegations contained therein.

20A They say further that:

- (a) the Combined Operating Ratio is accepted within the insurance industry as an indicator of the profitability of general insurance products and portfolios;

Particulars

The Combined Operating Ratio compares the premium charged for a general insurance product with:

- (i) the costs of paying claims on the product;

- (ii) the costs of distributing the product; and
- (iii) the costs of administering the product.

Included within the costs of administering the product are complex considerations such as ensuring sufficient reinsurance, or equivalent, to meet prudential requirements. By contrast, the claims loss ratio takes no account of an insurer's costs of doing business necessary for it to be in a position to offer the product in the first place and remain in business to pay claims if necessary.

- (b) at all material times the Combined Operating Ratio of the portfolio comprising the Add-On Insurance Products was comparable to that of other consumer-oriented general insurance products; and
- (c) at all material times the Combined Operating Ratio of each of the Add-On Insurance Products was either comparable to or less than that of:
 - (i) other consumer-oriented general insurance products; and/or
 - (ii) other consumer-oriented general insurance products issued by other insurers with comparable coverage and distribution to the Add-On Insurance Products.

Particulars

Particulars will be provided following the completion of all interlocutory steps, including the filing of experts' reports.

Allianz's System for the Sale of Add-On Insurance Products

21 As to paragraph 21, they:

- (a) refer to and repeat paragraphs 22 to 33 below; and
- (b) otherwise do not admit the allegations contained therein.

Dealers as authorised representatives of Allianz

22 They admit paragraph 22.

23 They admit paragraph 23.

24 They admit paragraph 24.

25 As to paragraph 25, they:

- (a) deny that the terms of the First Defendant's AFSL were limited to providing general financial product advice;
- (b) admit that the Dealers were not authorised to provide general financial product advice under the Second Defendant's AFSL;
- (c) refer to and rely upon the full terms and effect of each of the First and Second Defendants' (respective) AFSLs; and
- (d) are otherwise unable to plead to the allegation in its current rolled up state and, under cover of that objection, otherwise deny the allegations contained therein.

Commissions and Incentives

26 They admit paragraph 26.

27 As to paragraph 27, they:

- (a) say that volume-based incentives were paid to some Dealers only; and
- (b) otherwise deny the allegations contained therein.

28 As to paragraph 28, they:

- (a) refer to and repeat paragraph 27 above; and
- (b) are unable to plead to the allegation in its present state as the remuneration arrangements of all Dealers, at all materials times, are not matters within their knowledge and, under cover of that objection, otherwise deny the allegations contained therein.

29 As to paragraph 29, they:

- (a) refer to and repeat paragraphs 26 to 27 above;
- (b) admit that the First Defendant put in place commission arrangements with Dealers to attempt, among other things, to incentivise Dealers to offer Add-On Insurance Products; and

Particulars

The commission arrangements with Dealers were also put in place by the First Defendant so as to allow the First Defendant to take

advantage of the Dealers' established infrastructure and distribution network, so as to avoid the inefficiencies associated with the First Defendant having to replicate or create its own.

(c) otherwise deny the allegations contained therein.

30 As to paragraph 30, they:

(a) refer to and repeat paragraph 32A below; and

(b) otherwise deny the allegations contained therein.

31 As to paragraph 31, they:

(a) refer to and repeat paragraph 32A below; and

(b) otherwise deny the allegations contained therein.

Training for Dealers

32 They admit paragraph 32.

32A They say further that the First Defendant developed and provided training, instruction and monitoring of the Dealers for the promotion and selling of the Add-On Insurance Products to the Dealers' customers in compliance with applicable law.

Electronic Sales System

33 They admit paragraph 33.

C. PURCHASE OF ADD-ON INSURANCE PRODUCTS

34 They admit paragraph 34.

35 As to paragraph 35, they admit the paragraph save that they deny that the Dealers were authorised representatives of the Defendants.

36 As to paragraph 36, they:

(a) refer to and repeat paragraphs 3 and 5(d) above;

(b) admit the paragraph in relation to Financed Group Members; and

(c) otherwise deny the allegations therein.

37 As to paragraph 37, they:

(a) refer to and repeat paragraphs 3, 5(d) and 36 above;

(b) admit the paragraph in relation to Financed Group Members; and

- (c) otherwise deny the allegations therein.

D. MISLEADING OR DECEPTIVE CONDUCT

Material non-disclosures

38 As to paragraph 38, they:

- (a) as to subparagraph 38(a), refer to and repeat paragraphs 17, 21 and 32A above;
- (b) as to subparagraph 38(b), say that the price of the Add-On Insurance Products could be negotiated by the Plaintiff and Group Members;
- (c) as to subparagraph 38(c), admit that the Plaintiff and Group Members were offered Add-On Insurance Products in circumstances where they had gone to the dealership for the purpose of potentially purchasing a vehicle;
- (d) as to subparagraph 38(d), rely on the terms of the Add-On Insurance Products for their full force and effect and say that those terms and conditions were described in the relevant policy schedule, PDS and policy documents for the Add-On Insurance Products;

Particulars

The Defendants refer to and repeat the particulars subjoined to subparagraphs 8(a) above and 38(f)(iii) below.

- (e) as to subparagraph 38(e), admit that Dealers were not permitted to provide personal advice to prospective purchasers about the suitability of the Add-On Insurance Products in light of their own personal circumstances;
- (f) as to subparagraph 38(f), say the following:
 - (i) the Financial Services Guide (“FSG”) provided to the Plaintiff contained a disclosure to the following effect:

“General Advice Warning

It is important that you understand and are happy with the products we and our representatives can arrange. We can give you general information to help you decide but do not provide advice on this insurance based on any consideration of your objectives, financial situation or needs. Before making

a decision about whether or not to purchase the product/s please carefully read the Policy Documents to decide if it is right for you.”

Particulars

FSG preparation date 25 February 2013.

- (ii) to the extent Dealers provided oral general advice to the Plaintiff or Group Members in respect of the Add-On Insurance Products, an oral general advice warning to the following effect was required to be provided to retail clients: *“that the advice is general and the advice may not be appropriate to the client”*;

Particulars

- 1 *Corporations Act*, s 949A(2); ASIC Class Order [CO 05/1195] effective 6 December 2005; *ASIC Corporations (General Advice Warning) Instrument 2015/540* (Cth) dated 18 August 2015.
 - 2 The ASOC does not allege this oral general advice warning was not provided to the Plaintiff or Group Members.
- (iii) the Plaintiff signed an acknowledgement of her receipt of the FSG and PDS for each of the Loan Insurance, Tyre & Rim Insurance, Extended Warranty and Comprehensive Motor Insurance two days prior to her purchase of the Add-On Insurance Products (which did not include Extended Warranty);

Particulars

- 1 Customer declaration dated 12 December 2015 signed by the Plaintiff which stated that *“I... declare that I... have been provided with a General Advice Warning and have received sufficient information by way of Product Disclosure Statements and a Financial Services Guide to make an informed decision as to which, if any, products I... wish to purchase”* in respect of Comprehensive Motor Insurance, Loan Insurance, Tyre & Rim Insurance and Extended Warranty.

- 2 Customer Compliance Declaration dated 12 December 2015 and signed by the Plaintiff, which provided she confirmed that the following had either been read or provided to her:
 - a. General Advice Warning;
 - b. Dealership's Financial Services Guide;
 - c. Privacy Notice;
 - d. PDS for all insurance products offered, plus any applicable Supplementary Product Disclosure Statement ("**SPDS**");
 - e. Where applicable, a policy document or warranty booklet.
- 3 As to the Plaintiff's Loan Insurance policy:
 - a. the welcome letter dated 14 December 2015 initialled by the Plaintiff enclosed the PDS and SPDS;
 - b. the Loan Insurance policy schedule initialled by the Plaintiff asked her to check the information in the schedule and the policy document to ensure that the cover was appropriate for her;
 - c. the customer declaration in the Loan Insurance policy schedule signed by the Plaintiff and dated 14 December 2015 in which she declared:
 - i. that she had received, read and understood a copy of the Policy Document and PDS and agreed to be bound by its terms and conditions;
 - ii. that she understood that there are terms, conditions, exclusions and limitations that apply to the cover;
 - iii. that she understood that any cover the insurer agreed to provide was in accordance with the terms and conditions of the PDS and schedule;
- 4 As to the Plaintiff's Motor Equity Insurance policy:

- a. the welcome letter enclosed the PDS and SPDS;
- b. the Motor Equity Insurance policy schedule initialled by the Plaintiff asked her to check the information in the schedule and the Policy Document to ensure that the cover was appropriate for her;

5 As to the Plaintiff's Tyre and Rim Insurance policy:

- a. the welcome letter dated 14 December 2015 initialled by the Plaintiff enclosed the PDS and SPDS;
- b. the Tyre and Rim Insurance policy schedule initialled by the Plaintiff asked her to check the information in the schedule and the Policy Document to ensure that the cover was appropriate for her;

- (iv) the Plaintiff signed a declaration to the effect that she had been provided with a general advice warning and had received sufficient information by way of a PDS and an FSG to make an informed decision as to which, if any, products she wished to purchase;

Particulars

The Defendants refer to and repeat particular 1 subjoined to paragraph 38(f)(iii) above.

- (v) by selling in person, Dealers were required to provide:
 - (A) a PDS to retail clients at or before the time the Dealer offered to issue the Add-On Insurance Products;

Particulars

Corporations Act, s 1012B.

- (B) an FSG before the Dealer provided a financial service to a retail client;

Particulars

Corporations Act, ss 941B(1), 941D.

- (vi) at all material times the sale of the Add-On Insurance Products occurred in circumstances where the Plaintiff and the Group Members were afforded a cooling off period of between 14 and 30 days after the purchase of the relevant Add-On Insurance Product during which the insured could, if they had not done so prior to their purchase:
- (A) read the PDS, SPDS, FSG and policy documents;
 - (B) consider the protection offered by the relevant Add-On Insurance Product having regard to their own personal circumstances, including whether they held coverage of the type described at subparagraph 38(h) of the ASOC or could obtain alternative cover of the type described at paragraph 38(i) of the ASOC;
 - (C) obtain personal financial product advice from a duly qualified and authorised financial services licensee regarding the suitability of the relevant Add-On Insurance Product to their own personal circumstances (having first disclosed to that licensee those circumstances);
 - (D) unilaterally cancel the policy and obtain a full refund of the premiums and tax (including goods and services tax, levies, commissions and any applicable stamp duty) paid;

Particulars

- 1 *Corporations Act*, s 1019B.
- 2 *Corporations Regulations 2001* (Cth) ("**Corporations Regulations**"), reg 7.9.67.
- 3 Annexure 1 to this defence is a schedule of the PDS and policy documents for Loan Insurance.
- 4 Annexure 2 to this defence is a schedule of the PDS and policy documents for Motor Equity Insurance.

5 Annexure 3 to this defence is a schedule of the PDS and policy documents for Extended Warranty.

6 Annexure 4 to this defence is a schedule of the PDS and policy documents for Tyre and Rim Insurance.

(vii) the PDSs in respect of the Plaintiff and Group Members' Loan Insurance policy stated, *"The purchase of this insurance is not compulsory, nor is it a condition of your loan agreement approval. You should also be aware that you can arrange similar insurance (often known as consumer credit insurance) through different insurers if you wish"*;

Particulars

1 Loan Insurance Product Disclosure Statement and Policy
Document preparation date 21 November 2012, page 9.

2 Annexure 1 to this defence is a schedule of the PDS and policy documents for Loan Insurance.

(viii) the loan agreement signed by the Plaintiff contained the following warning on the signature page: *"You do not have to take out consumer credit insurance unless you want to... If you are to take out insurance, the credit provider cannot insist on any particular insurance company"*;

Particulars

Fixed Rate Loan Agreement Details dated 14 December 2015
initialled by the Plaintiff.

(ix) where a credit-related insurance contract was to be financed under a credit contract, credit providers were required to provide to Financed Group Members who applied for and obtained finance with the disclosures to the effect pleaded at subparagraph 38(f)(viii) above;

Particulars

1 On and after 1 July 2010, credit providers were required to provide these disclosures, pursuant to s 17(16) of the

National Credit Code (being Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth)) and reg 74 of the *National Consumer Credit Protection Regulations 2010* (Cth).

- 2 Between 1 June 2006 and 30 June 2010, credit providers were required to provide these disclosures, pursuant to s 15(O) of the *Consumer Credit Code* (being the Appendix to the *Consumer Credit (Queensland) Act 1994* (Qld)) and reg 15 of the *Consumer Credit Regulations 1995* (Qld). The *Consumer Credit Code* and the *Consumer Credit Regulations 1995* (Qld) applied as law and regulations of:
- a. New South Wales (pursuant to ss 5(a) and 6(1)(a) of the *Consumer Credit (New South Wales) Act 1995* (NSW));
 - b. Victoria (pursuant to ss 5(a) and 6(1)(a) of the *Consumer Credit (Victoria) Act 1995* (Vic));
 - c. South Australia (pursuant to ss 5(a) and 6(1)(a) of the *Consumer Credit (South Australia) Act 1995* (SA));
 - d. Western Australia (pursuant to ss 5(1) and 6(1) of the *Consumer Credit (Western Australia) Act 1996* (WA));
 - e. Tasmania (pursuant to ss 5(1)(a) and 6(1)(a) of the *Consumer Credit (Tasmania) Act 1996* (Tas));
 - f. Northern Territory (pursuant to ss 4(a) and 5(1)(a) of the *Consumer Credit (Northern Territory) Act 1995* (NT)); and

- g. Australian Capital Territory (pursuant to ss 4(a) and 5(1)(a) of the *Consumer Credit Act 1995* (ACT)).

(g) as to subparagraph 38(g), deny that the Add-On Insurance Products would or may have had no material financial value to the Plaintiff and Group Members at the time of sale;

Particulars

- 1 A contract of insurance constitutes, in return for some form of payment from the insured, the provision of cover by the insurer against the occurrence of specified adverse events, the occurrence and timing of which (if at all) is inherently uncertain and, in ordinary circumstances, unwelcomed by the insured.
- 2 The insurance provided by the Add-On Insurance Products conferred cover against a number of possible eventualities ("**Protections**").
- 3 The Protections provided to the holders of Add-On Insurance Products conferred financial and non-financial benefits, including entitlement to indemnity and peace of mind.
- 4 By reason of its acceptance of risk under the Add-On Insurance Product policies, the First Defendant was required, consistent with its prudential obligations and sound financial management, to retain capital to ensure it could meet the liabilities it incurred or may incur in the future under the Add-On Insurance Products and it did so.
- 5 The terms and conditions of the Protections were set out in the PDS, policy document and policy schedule for each Add-On Insurance Product issued to the Plaintiff and Group Members.

6 The Plaintiff and Group Members were best placed to determine whether they required or would benefit from some or all of the Protections.

(h) as to subparagraph 38(h):

(i) deny that Loan Insurance offered coverage that may have overlapped with other insurance already held by the Plaintiff and Group Members;

Particulars

Although the Defendants are unaware of what, if any, life insurance and total and permanent disability insurance held by the Plaintiff and Group Members, a correlation between a claim event (being death or total and permanent disability) under a Loan Insurance policy and a life insurance policy or a total and permanent disability insurance policy does not give rise to an overlap in coverage insofar as claims may be payable under both policies.

(ii) deny that Motor Equity Insurance offered coverage that may have overlapped with other insurance already held by the Plaintiff and Group Members;

Particulars

Motor Equity Insurance protected the Plaintiff and/or Group Members from the risk that if there was a total loss of her or their vehicle, they may be left owing money on their car loan, even though they no longer have the car.

A comprehensive insurance policy with new for old replacement vehicle cover will not cover that risk in most cases. This is because replacement cover does not guarantee that a replacement vehicle will be provided.

(iii) say that the Plaintiff's Loan Insurance contained language to the following effect: "*Before you make a decision and buy this insurance you must: read*

this document to ensure you are eligible and to decide whether the insurance is right for you”;

Particulars

- 1 Loan Insurance Product Disclosure Statement and Policy
Document preparation date 21 November 2012, page 9.
 - 2 The Defendants refer to and repeat the particulars subjoined
to subparagraphs 38(f)(iii) above and 41(c) below.
- (iv) say that the PDS and policy document for Loan Insurance and Motor Equity Insurance during the Relevant Period contained language to the effect of:
- (A) that in subparagraph 38(h)(iii) above; or
 - (B) *“This policy document is also a Product Disclosure Statement (PDS). A PDS is a document required by the Corporations Act and contains information designed to help you decide whether to buy the policy.” and “Not everything is covered by [the Add-On Insurance Product] – there are limitations. It is important that you read the policy... carefully, to understand the extent of cover and its limitations”;*

Particulars

- The Defendants refer to and repeat the particulars subjoined to subparagraph 8(a) above.
- (v) say that the Plaintiff’s and Group Members’ Motor Equity Insurance policy contained language to the effect that the Plaintiff and/or Group Member needed to ensure the limits and level of cover were appropriate for them and if they are not that the Plaintiff and/or Group Member may be underinsured and have to bear part of the loss themselves;

Particulars

- 1 Motor Equity Insurance Product Disclosure Statement and
Policy Document preparation date 25 February 2014.

2 The Defendants refer to and repeat the particulars subjoined to subparagraphs 38(f)(iii) above and 41(c) below.

3 Annexure 2 to this defence is a schedule of the PDS and policy documents for Motor Equity Insurance.

(vi) say that from on or about 9 December 2016, the Motor Equity Insurance policy contained language to the effect that when the Group Member considered the policy they needed to ensure that the cover was suitable for their needs and that the level of cover provided was adequate and that some things to consider included:

- (A) the amount borrowed under the Group Member's loan contract;
- (B) the amount potentially payable under the Group Member's comprehensive motor vehicle insurance in the event of a total loss payout;
- (C) the potential difference between the amount payable under the Group Member's loan contract or the likely replacement cost for a new vehicle and the total loss payout in the event of a total loss; and
- (D) how much the Group Member could afford to be out of pocket if a total loss occurs;

Particulars

1 PDS and policy documents, including by way of example, Honda Value Protect Insurance Policy Document and Product Disclosure Statement preparation date 3 January 2018.

2 Annexure 2 to this defence is a schedule of the PDS and policy documents for Motor Equity Insurance.

(i) in relation to subparagraph 38(i), say that the Plaintiff signed the table of options which included an acknowledgment that she understood that there may be other

alternative comparable financial products that may be available from other organisations and also have had the option to take a product separately;

Particulars

Table of options dated 14 December 2015 and signed by the Plaintiff.

- (j) say that the allegation contained in subparagraph 38(j) is embarrassing as the Plaintiff did not acquire an Extended Warranty policy;
- (k) as to subparagraph 38(l), say that the Plaintiff:
 - (i) attended AHG Lansvale Holden on 12 December 2015 and did not purchase the Add-On Insurance Products until returning on 14 December 2015; and
 - (ii) was provided with a general advice warning, FSG and the relevant SPDS, PDS and policy documents on 12 December 2015, two days before her purchase of the Add-On Insurance Products;

Particulars

The Defendants refer to and repeat particulars 1 and 2 subjoined to subparagraph 38(f)(iii) above.

- (l) as to subparagraph 38(m), refer to and repeat subparagraph 41(e) below; and
- (m) otherwise deny the allegations contained therein.

39 As to paragraph 39, they:

- (a) refer to and repeat paragraph 38 above; and
- (b) otherwise deny the allegations contained therein.

40 As to paragraph 40, they:

- (a) refer to and repeat paragraphs 11, 12, 14, 15, 16, 17, 38 and 39 above; and
- (b) otherwise deny the allegations contained therein.

41 As to paragraph 41, they:

- (a) say that the allegation that the Defendants failed to “adequately disclose” or cause the Dealers to “adequately disclose” one or more of the circumstances listed in paragraph 41 is impermissibly vague and embarrassing;

Particulars

The Plaintiff has not identified what was and what was not disclosed from the matters alleged in paragraph 41.

- (b) say that, beyond the matters pleaded below, the extent to which the Plaintiff and the Group Members were or were not informed of the matters pleaded in paragraph 41 depends on all of the individual circumstances in which they acquired the relevant Add-On Insurance Products, including any enquiries they made as to alternate products and any determination on their part not to exercise cooling off or other cancellation rights;
- (c) refer to and rely upon the terms of the policy schedule, PDS and policy documents for each Add-On Insurance Product which set out the terms and conditions of the cover provided;
- (d) refer to and repeat paragraphs 18 to 31 and 38 and 39 above;
- (e) in relation to subparagraphs 41(a) and (b), say that the table of repayment options signed by the Plaintiff provided:
 - (i) that she understood that: *“there may be other alternative comparable financial products that may be available from other organizations and also [she had] the option to take a product separately”*;

Particulars

Table of options dated 14 December 2015 and signed by the Plaintiff.

- (ii) that she understood that: *“only general advice has been given”*;

- (iii) that she understood that the “ *[Loan Insurance, Motor Equity Cover and Tyre & Rim Cover] products [were] optional and [were] not required as part of the loan package*”;
- (iv) a list of eight repayment options, including a repayment option (being Option 8 as it appeared in the list) which expressly excluded the purchase of any Add-On Insurance Product; and

Particulars

Option 8 stated: “*Repayment with NO Loan [Insurance], NO Motor Equity Cover, NO Premium Warranty with Roadside Assist and NO Tyre & Rim Cover.*”

- (v) that she felt that Option 3 (to which she affixed her initials) among Options 1–8 as listed in the table of options would “*suit [her] requirements*”;

Particulars

Option 3 was an option including Loan Insurance (Disablement, Trauma & Death), Motor Equity Cover, Premium Warranty with Roadside Assist and Tyre & Rim Cover.

- (f) in relation to subparagraph 41(g), say that the Plaintiff signed an acknowledgement in her loan agreement that she “*[has] chosen to finance one or more insurance products and confirm the agent for the insurance company (Dealer) has explained the benefits, exclusions and cost of the product(s) and the impact and cost of including the premium in the amount financed*”;

Particulars

Fixed Rate Loan Agreement Details dated 14 December 2015
initialled by the Plaintiff.

- (g) say that the allegations contained in subparagraphs 41(j) and (k) are embarrassing as the Plaintiff did not acquire an Extended Warranty policy;

(h) as to subparagraph 41(m):

- (i) say that the PDS and policy documents provided to the Plaintiff in respect of her policies disclosed that commissions would be paid to the Dealer;

Particulars

- 1 Loan Insurance Product Disclosure Statement and Policy Document preparation date 21 November 2012, page 11.
- 2 Motor Equity Insurance Product Disclosure Statement and Policy Document preparation date 25 February 2014, page 21.
- 3 Tyre & Rim Insurance Product Disclosure Statement and Policy Document preparation date 1 July 2014, page 25.

- (ii) say that the FSG provided to the Plaintiff stated that the Dealer received a commission from the First Defendant each time she bought a policy, and for some variations which increased the premium payable;

Particulars

FSG preparation date 25 February 2013.

- (iii) say that the loan agreement provided to the Plaintiff stated: *"We pay commission to Lansvale Holden For the introduction of this credit business"* and then listed the percentage of premium amounts in respect of "consumer credit insurance" and "shortfall insurance";

Particulars

Fixed Rate Loan Agreement Details dated 14 December 2015
initialled by the Plaintiff.

- (iv) say that where a credit-related insurance contract was to be financed under a credit contract, credit providers were required to make disclosures to the Financed Group Members including a statement that commission is to be paid and, if ascertainable, the amount of commission expressed either as a monetary amount or a proportion of the premium;

Particulars

- 1 On and after 1 July 2010, credit providers were required to provide these disclosures, pursuant to s 17(15) of the *National Credit Code* (being Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth)) and reg 73 of the *National Consumer Credit Protection Regulations 2010* (Cth).
 - 2 Between 1 June 2006 and 30 June 2010, credit providers were required to provide these disclosures, pursuant to s 15(N) of the *Consumer Credit Code* (being the Appendix to the *Consumer Credit (Queensland) Act 1994* (Qld)), which applied as law in the other States and Territories, see particular 2 subjoined to subparagraph 38(f)(ix) above for the enabling legislation.
- (v) say that a PDS for a consumer credit insurance product was required to include a statement of the commission paid or payable in relation to the provision of the consumer credit insurance product;

Particulars

- 1 *Corporations Act*, s 1013D.
 - 2 *Corporations Regulations*, regs 7.9.15D and 7.9.16.
- (vi) say that an FSG was required to include information about the remuneration (including commission) or other benefits that a Dealer was to receive in respect of, or that was attributable to, the provision of any of the authorised services the Dealer provided; and

Particulars

- 1 *Corporations Act*, s 942C.
 - 2 *Corporations Regulations*, reg 7.7.07.
- (i) otherwise deny the allegations contained therein.

42 As to paragraph 42, they:

- (a) refer to and repeat paragraphs 38 and 41 above;
- (b) are unable to plead to Plaintiff's and/or the Group Members' state of knowledge as such matters are not within their knowledge; and
- (c) otherwise deny the allegations contained therein.

Express Representation Group Members

43 As to paragraph 43, they:

- (a) say that the allegations contained therein are embarrassing as:
 - (i) the Plaintiff is not alleged to be an Express Representation Group Member; and
 - (ii) the allegations are tantamount to fraud, but are not accompanied by the requisite particulars pursuant to rule 13.10(3)(a) of the *Supreme Court (General Civil Procedure) Rules 2015* (Vic);
- (b) say further that the allegations are embarrassing insofar as they do not identify the conduct which is said to constitute the Express Representation; and
- (c) under the cover of those objections, deny the allegations contained therein.

44 As to paragraph 44, they:

- (a) refer to and repeat paragraph 43 above;
- (b) do not know whether the providers of Finance ever made the obtaining of certain forms of insurance a condition of such Finance; and
- (c) otherwise deny the allegations contained therein.

Section 1041E Corporations Act

45 They deny paragraph 45.

46 They deny paragraph 46.

47 They deny paragraph 47.

48 They deny paragraph 48.

Section 12DB ASIC Act

49 They deny paragraph 49.

Contraventions

Section 12DA, 12DF ASIC Act and 1041H Corporations Act

50 They deny paragraph 50.

Section 1041E Corporations Act

51 They deny paragraph 51.

Section 12DB ASIC Act

52 They deny paragraph 52.

Loss and Damage

53 They deny paragraph 53.

54 As to paragraph 54, they:

- (a) deny that the Plaintiff and Group Members suffered the loss or damage claimed or at all;
- (b) further and in the alternative say that, to the extent that the Plaintiff and the Group Members suffered loss or damage (which is denied), such loss or damage was caused or contributed to by the failure of the Plaintiff and Group Members to take reasonable care;

Particulars

The Defendants refer to and repeat paragraphs 38 and 41 above.

It is to be inferred that the Plaintiff and any such Group Members paid no regard to the relevant mandated disclosures, which were made for their benefit and would have otherwise alerted them to the matters alleged not to have been disclosed.

- (c) further and in the alternative say that, to the extent that the Plaintiff and the Group Members suffered loss or damage (which is denied), the quantum of any such loss

or damage is reduced and damages are not payable to the Plaintiff and the Group Members to the extent that the Plaintiff and the Group Members have received:

- (i) payments pursuant to any remediation programs the First and Second Defendants undertake in respect of the Add-On Insurance Products;
- (ii) amounts or the benefit of any claims paid by the Defendants; and/or
- (iii) benefits referable to the existence of a potential right to indemnity during the currency of the Add-On Insurance Product policy;

Particulars

The Plaintiff:

- 1 received a refund of \$144.35 for her Motor Equity Insurance policy in around April 2018: Letter to the Plaintiff dated 18 April 2018.
- 2 made a claim under her Tyre and Rim Insurance policy and received a payout of \$217.00 around September 2016.
- 3 received a refund of \$50 when she cancelled her Tyre and Rim policy in around May 2018.

- (d) further and in the alternative say that, to the extent that the Plaintiff and the Group Members suffered loss or damage (which is denied), such loss or damage was caused or contributed to by the Plaintiff and the Group Members' failure to:
 - (i) cancel the relevant Add-On Insurance Product policy during the cooling off period;

Particulars

To the extent that it was a term of an Add-On Insurance Product that the Plaintiff or a Group Member had a cooling off period of between 14 and 30 days after the purchase of the relevant Add-On Insurance Product to request that it be cancelled, the Plaintiff and Group Members had the opportunity to read the PDS and policy document in respect of the product, to make inquiries to determine whether

other insurers offered similar insurance on more favourable terms and, if so or if they otherwise desired to do so, to request the cancellation of the product.

- (ii) further and in the alternative, cancel their Add-On Insurance Product policy and claim a refund as provided for in the relevant PDS and policy documents; and
- (iii) further and in the alternative, cancel the relevant policy and/or claim a refund after receipt of communications from the First Defendant reminding them of the existence of cover and that it could finish earlier for reasons including cancellation by the insured.

Particulars

- 1 Letter dated 15 December 2017 from Allianz to the Plaintiff in respect of her Loan Insurance policy.
- 2 Letter dated 2 December 2018 from Allianz to the Plaintiff in respect of her Loan Insurance policy.
- 3 Letter dated 4 December 2018 from Allianz to the Plaintiff in respect of her Loan Insurance policy.
- 4 Letter dated 1 December 2019 from Allianz to the plaintiff in respect of her Loan Insurance policy.
- 5 Letter dated 1 December 2016 from Allianz to the Plaintiff in respect of her Motor Equity Insurance policy.
- 6 Letter dated 1 June 2018 from Allianz to the Plaintiff in respect of her Motor Equity Insurance policy.
- 7 Letter dated 2 December 2018 from Allianz to the Plaintiff in respect of her Motor Equity Insurance policy.
- 8 Letter dated 4 December 2018 from Allianz to the Plaintiff in respect of her Motor Equity Insurance policy.

9 Letter dated 1 December 2019 from Allianz to the Plaintiff in respect of her Motor Equity Insurance policy.

55 They deny paragraph 55.

Particulars

The Defendants may rely, among other things, upon the limitations to s 917E of the *Corporations Act* set out in Part 7.6, Division 6 in relation to the Group Members.

E. UNCONSCIONABLE CONDUCT

56 As to paragraph 56, they:

- (a) refer to and repeat paragraphs 26, 27, 38 and 41 above;
- (b) say that the commissions paid to the Dealers were within the range of commissions paid to Dealers by other insurers who issued Add-On Insurance Products and both reflected and were a product of the position held by Dealers in a market, none of the participants in which were under any relevant form of disadvantage; and
- (c) otherwise deny the allegations contained therein.

57 As to paragraph 57, they:

- (a) refer to and repeat paragraphs 41 and 56 above;
- (b) admit that a purpose or effect of the Allianz Sales System was the generation of sales; and
- (c) otherwise deny the allegations contained therein.

58 As to paragraph 58, they:

- (a) admit subparagraphs 58(b) and 58(f);

- (b) refer to and repeat paragraphs 32A, 38, 41 and 57 above; and
- (c) otherwise deny the allegations contained therein.

59 They deny paragraph 59.

60 They deny paragraph 60.

61 As to paragraph 61, they:

- (a) do not know and cannot admit what the Plaintiff and the Group Members would have done; and
- (b) otherwise deny the allegations contained therein.

62 As to paragraph 62, they:

- (a) refer to and repeat paragraph 54 above; and
- (b) otherwise deny the allegations contained therein.

63 They deny paragraph 63.

Particulars

The Defendants refer to and repeat the particulars subjoined to paragraph 55 above.

F. MISTAKE

64 As to paragraph 64, they:

- (a) refer to and repeat paragraphs 41 and 42 above;
- (b) do not know and cannot admit the state of mind of the Plaintiff or Group Members; and
- (c) otherwise deny the allegations contained therein.

65 As to paragraph 65, they:

- (a) refer to and repeat subparagraphs 43(a) and (b) above; and
- (b) under the cover of those objections, deny the allegations contained therein.

66 As to paragraph 66, they:

- (a) repeat paragraphs 64 and 65 above;
- (b) admit that the beliefs pleaded in subparagraphs 64(a) and 64(b), if held, were incorrect; and

(c) otherwise deny the allegations contained therein.

67 As to paragraph 67, they:

(a) repeat paragraph 66 above; and

(b) otherwise deny the allegations contained therein.

68 They deny paragraph 68.

69 As to paragraph 69, they:

(a) deny the allegations contained therein;

(b) further and in the alternative say that if, which is denied, the premiums are monies had and received by the First and Second Defendants to the use of the Plaintiff and the Group Members, the First and Second Defendants are not obliged to repay any sums to the Plaintiff and the Group Members to the extent that the Plaintiff and the Group Members have received:

(i) payments pursuant to any remediation programs the First and Second Defendants undertake in respect of the Add-On Insurance Products;

(ii) amounts or the benefit of any claims paid by the First Defendant and/or Second Defendant; and/or

(iii) the Protections;

(c) further and in the alternative say that if, which is denied, the premiums are monies had and received by the First and Second Defendants to the use of the Plaintiff and the Group Members, such loss or damage was caused or contributed to by the Plaintiff's and the Group Members' failure to cancel their Add-On Insurance Product policy and claim a refund as provided for in the relevant PDS and policy document;

(d) further and in the alternative say that if, which is denied, the premiums are monies had and received by the First and Second Defendants to the use of the Plaintiff and the Group Members, such loss or damage was caused or contributed to by the Plaintiff's and the Group Members' failure to cancel the relevant policy and/or claim a refund after receipt of communications from Allianz reminding them of the existence of cover; and

Particulars

The Defendants refer to and repeat the particulars subjoined to subparagraph 54(d)(iii) above.

- (e) further and in the alternative say that if, which is denied, the premiums are monies had and received by the First and Second Defendants to the use of the Plaintiff and the Group Members, such loss or damage was caused or contributed to by the Plaintiff's and the Group Members' failure to cancel the relevant Add-On Insurance Product policy during the cooling off period.

Particulars

The Defendants refer to and repeat the particulars subjoined to subparagraph 54(d) above.

Change of Position

69A In further answer to paragraphs 64 to 69, they say that:

- (a) the First and Second Defendants, acting in good faith, relied to their detriment on the payment of premiums pleaded by incurring expenditure and/or other disadvantageous consequences that the First and Second Defendants would not have otherwise incurred; and

Particulars

- 1 In reliance upon the payment of the premiums, the First Defendant and/or the Second Defendant have discharged their obligations under the Add-On Insurance Products either completely (in respect of those policies which have come to an end) or in part (in respect of those policies which continue to be on foot).
- 2 In reliance upon the payment of a premium by the Plaintiff in respect of the Tyre and Rim Insurance policy purchased by the Plaintiff, which policy expired on 7 May 2018, the First

Defendant has fully performed its obligations under the policy.

- 3 In reliance upon the payment of a premium by the Plaintiff in respect of the Loan Insurance policy purchased by the Plaintiff, which policy is due to expire on 14 December 2020, the First Defendant and/or the Second Defendant have partially performed their obligations under the policy and continue to perform the balance of their obligations under the policy.
- 4 In reliance upon the payment of a premium by the Plaintiff in respect of the Motor Equity Insurance policy purchased by the Plaintiff, which policy is due to expire on 14 December 2020, the First Defendant has partially performed its obligations under the policy and continues to perform the balance of its obligations under the policy.
- 5 In reliance on the payment of the premiums, the First and Second Defendants accepted the risk of paying claims made under the Add-On Insurance Product policies purchased by the Plaintiff and Group Members.
- 6 In reliance on the payment of the premiums, the First Defendant and/or the Second Defendant paid some claims made under the Add-On Insurance Product policies purchased by the Plaintiff and Group Members.
- 7 In reliance on the payment of the premiums, the First and Second Defendants entered into and gave effect to a Distribution Agreement and a Managing General Agent Agreement that existed between them as to the day-to-day

management of the life risk insurance business of the
Second Defendant by the First Defendant.

8 By reason of their acceptance of risk under the Add-On Insurance Product policies, the First and Second Defendants were required, consistent with their prudential obligations and sound financial management, to retain capital to ensure they could meet the liabilities they incurred or might incur in the future under the Add-On Insurance Products and they did so.

9 During the Relevant Period, the First Defendant and/or Second Defendant received the premium payments on a regular basis and in reliance thereon:

- (a) paid a portion of the premium payments to Dealers by way of commission;
- (b) as a consequence of having received the premium payments, continued to make expenditures for the purpose of its business comprising the distribution of Add-On Insurance Products;
- (c) took the premium payments into account in estimating, calculating and directing annual profits;
and
- (d) paid tax on those profits.

(b) by reason of the change of position pleaded in subparagraph 69A(a) above, it would be inequitable in all the circumstances to require the First and Second Defendants to repay the premiums in whole or in part.

Consideration

69B In further answer to paragraphs 64 to 69 and in the alternative, they say that:

- (a) the First and Second Defendants gave good consideration to the Plaintiff and each Group Member from whom they received the payment of a premium for an Add-On Insurance Product; and

Particulars

The Defendants refer to and repeat particulars 1 to 6 subjoined to paragraph 69A above.

- (b) by reason of the provision of good consideration pleaded in subparagraph 69B(a) above, the First and Second Defendants are not obliged to repay to the Plaintiff and the Group Members the premium payments received by them.

Election

69C In further answer to paragraphs 64 to 69 and in the alternative, they say that, to the extent that the Plaintiff and/or Group Members have made claims on Add-On Insurance Product policies that they purchased:

- (a) the making of such claims constitutes unequivocal words or conduct by which they have elected to take the benefit of those policies; and
- (b) they are not entitled to the repayment of the premiums paid in respect of those policies.

Delay

69D In further answer to paragraphs 64 to 69 and in the alternative, they say that:

- (a) any such cause of action may or could with reasonable diligence have been discovered by the Plaintiff and Group Members at the time of, or in the alternative immediately after, or in the alternative within a period of 14 to 30 days (depending upon the terms of the relevant Add-On Insurance Product) from the date of, the purchase of the relevant Add-On Insurance Product; and

Particulars

- 1 The Defendants refer to and repeat subparagraphs 38(d) and 38(f)(vi) above and the particulars subjoined to subparagraph 54(d) above.
- 2 To the extent that it was a term of an Add-On Insurance Product that the Plaintiff or a Group Member had a cooling off period of between 14 and 30 days after the purchase of the relevant Add-On Insurance Product to request that it be cancelled, the Plaintiff and Group Members had the opportunity to read the PDS and policy document in respect of the product, to make inquiries to determine whether other insurers offered similar insurance on more favourable terms and, if so or if they otherwise desired to do so, to request the cancellation of the product.

(b) by reason of the delay of the Plaintiff and Group Members in commencing these proceedings and the matters pleaded in subparagraph 69D(a) above, together with the matters pleaded at paragraph 69A above, it would be inequitable in all the circumstances to require the First and Second Defendants to repay the premiums in whole or in part.

69E Further and in the alternative, the Defendants deny the rights to relief set out in paragraph 100 and further say in response to subparagraph (e) thereof that the Plaintiff and Group Members are not entitled to interest from such date to the extent that they were eligible to participate in any remediation programs the First and Second Defendants undertake in respect of the Add-On Insurance Products, or to the extent they were entitled to cancel their policy, but did not do so.

Limitation

69F Further and in the alternative, the following paragraphs 69G to 69M are raised by the First and Second Defendants in further answer to the whole of the ASOC.

ASIC Act s 12GF

69G If, which is denied, the Plaintiff or any Group Member has a cause of action sounding in relief pursuant to section 12GF of the *ASIC Act* on the basis of matters alleged in the ASOC, any such cause of action that accrued before 7 July 2014 is not maintainable by operation of section 12GF(2).

Particulars

The Writ and Statement of Claim were filed on 7 July 2020.

Further particulars will be provided after the initial trial, when proper particulars of individual Group Members' claims have been provided.

Corporations Act s 1041I

69H If, which is denied, the Plaintiff or any Group Member has a cause of action sounding in relief pursuant to section 1041I of the *Corporations Act* on the basis of matters alleged in the ASOC, any such cause of action that accrued before 7 July 2014 is not maintainable by operation of section 1041I(2) of the *Corporations Act*.

Particulars

The Writ and Statement of Claim were filed on 7 July 2020.

Further particulars will be provided after the initial trial, when proper particulars of individual Group Members' claims have been provided.

Corporations Act s 991A

69I If, which is denied, the Plaintiff or any Group Member has a cause of action sounding in relief pursuant to section 991A of the *Corporations Act* on the basis of matters alleged in the ASOC, any such cause of action that accrued before 7 July 2014 is not maintainable by operation of section 991A(3) of the *Corporations Act*.

Particulars

The Writ and Statement of Claim were filed on 7 July 2020.

Further particulars will be provided after the initial trial, when proper particulars of individual Group Members' claims have been provided.

Mistake

69J To the extent that it was a term of an Add-On Insurance Product that a Group Member had a cooling off period of between 14 and 30 days after the purchase of the relevant Add-On Insurance Product to request that it be cancelled, the Group Member had the opportunity to read the PDS and policy document in respect of the product, to make inquiries to determine whether other insurers offered similar insurance on more favourable terms and, if so or if they otherwise desired to do so, to request the cancellation of the product issued by the First and/or Second Defendants.

69K If, which is denied, the Plaintiff and/or any Group Member has a claim for monies had and received by the Defendants to the use of the Plaintiff and/or the Group Members on the basis of the matters pleaded in the ASOC:

- (a) any such cause of action that is governed by the law of:
 - (i) New South Wales and arose before 7 July 2014, or was first discovered by the Group Member or may with reasonable diligence have been discovered by the Group Member before that date, is not maintainable by reason of ss 14 and/or 56 of the *Limitation Act 1969* (NSW);
 - (ii) Victoria and arose before 7 July 2014, or was discovered by the Group Member or could with reasonable diligence have been discovered by the Group Member before that date, is not maintainable by reason of ss 5 and/or 27 of the *Limitation of Actions Act 1958* (Vic);
 - (iii) Queensland and arose before 7 July 2014, or was discovered by the Group Member or could with reasonable diligence have been discovered by the Group Member before that date, is not maintainable by reason of ss 10 and/or 38 of the *Limitation of Actions Act 1974* (Qld);
 - (iv) Tasmania and arose before 7 July 2014, or was discovered by the Group Member or could with reasonable diligence have been discovered by the Group Member before that date, is not maintainable by reason of ss 4 and/or 32 of the *Limitation Act 1974* (Tas);

- (v) South Australia and arose before 7 July 2014 is not maintainable by reason of s 38 of the *Limitation of Actions Act 1936* (SA);
- (vi) Western Australia and arose before the before 7 July 2014 is not maintainable by reason of s 13 of the *Limitation Act 2005* (WA);
- (vii) the Northern Territory and arose before 7 July 2017, or was first discovered by the Group Member or may with reasonable diligence have been discovered by the Group Member before that date, is not maintainable by reason of s 12 and/or 43 of the *Limitation Act 1981* (NT); or
- (viii) the Australian Capital Territory and arose before 7 July 2014, or was first discovered by the Group Member or may with reasonable diligence have been discovered by the Group Member before that date, is not maintainable by reason of ss 11 and/or 34 of the *Limitation Act 1985* (ACT);

Particulars

The Writ and Statement of Claim were filed on 7 July 2020.

Further particulars will be provided after the initial trial, when proper particulars of individual Group Members' claims have been provided.

- (b) any such cause of action may or could with reasonable diligence have been discovered by the Group Member at the time of, or in the alternative immediately after, or in the alternative within a period of 14 to 30 days (depending upon the terms of the relevant Add-On Insurance Product) from the date of, the purchase of the relevant Add-On Insurance Product; and
- (c) by reason of the delay of the Plaintiff and Group Members in commencing these proceedings and the matters pleaded in paragraphs 69F, 69K(a) and/or 69K(b) above, it would be inequitable in all the circumstances to require the First Defendant to repay the premiums it received from the Plaintiff or the Group Members in whole or in part.

Goods and services tax

- 69L In response to the whole of the ASOC, to the extent that the Group Members were entitled to claim input tax credits in respect of goods and services tax paid on premiums for Add-On Insurance Products, any entitlement to compensation or other relief (which is denied) is to be reduced by the amount of the input tax credits to which they were entitled.
- 69M In response to the whole of the ASOC, to the extent that the Group Members claimed tax deductions or otherwise reduced their taxable income in respect of any amounts they paid referable to the Add-On Insurance Products, any entitlement to compensation or other relief (which is denied) is to be reduced by the amount of the tax deduction or tax benefit so derived.

G. COMMON QUESTIONS OF LAW OR FACT

- 70 The First and Second Defendants do not plead to paragraphs 70 to 99 of the ASOC, which make no allegations against them.

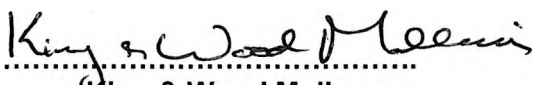
Dated: 9 October 2020

B W WALKER

M I BORSKY

T P WARNER

A LYONS


.....
King & Wood Mallesons
Solicitors for the Defendants

Annexure 1 – PDS and policy documents for Loan Protection Insurance

Note: For some PDSs, a supplementary PDS was issued at a later date to the initial PDS and was annexed to the end of the initial PDS. The dates of these supplementary PDSs are contained in the final column of the table below.

#	Document ID	Document date	Document title	Supplementary PDS Date
1	ACA.5003.0002.1536	1/03/2006	AGI Consumer Credit Insurance Policy Document (Product Disclosure Statement)	
2	ACA.5003.0001.0218	1/03/2006	Allianz Business Loan Protection Insurance Product Disclosure Statement and Policy Document.	
3	ACA.5003.0001.0671	1/03/2006	Loan Protection Insurance Product Disclosure Statement and Policy Document	
4	ACA.5003.0001.0587	31/10/2006	Loan Protection Insurance Product Disclosure Statement and Policy Document	
5	ACA.5003.0001.0627	31/10/2006	Loan Protection Insurance Product Disclosure Statement and Policy Document	
6	ACA.5003.0001.0861	6/12/2007	Loan Protection Insurance	18/10/2014
7	ACA.5003.0001.0180	1/05/2010	Allianz Business Loan Protection Insurance Product Disclosure Statement and Policy Document.	
8	ACA.5003.0001.0507	1/05/2010	Loan Protection Insurance Product Disclosure Statement and Policy Document	
9	ACA.5003.0001.0547	1/05/2010	Loan Protection Insurance Product Disclosure Statement and Policy Document.	
10	ACA.5003.0001.0136	27/04/2012	Business Loan Protection Insurance	
11	ACA.5003.0001.0821	1/10/2012	Loan Protection Insurance	
12	ACA.5000.0002.0084	21/11/2012	Loan Protection Insurance Product Disclosure Statement and Policy Document.	
13	ACA.5003.0001.0092	4/02/2013	Business Loan Protection Insurance	
14	ACA.5003.0001.0046	23/07/2013	Business Loan Protection Insurance Product Disclosure Statement and Policy Document.	18/10/2014

#	Document ID	Document date	Document title	Supplementary PDS Date
15	ACA.5003.0001.0465	1/01/2014	Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
16	ACA.5003.0001.0001	1/10/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document.	1/08/2016
17	ACA.5003.0001.0419	1/10/2015	Loan Protection Insurance Product Disclosure Statement and Policy Document	17/09/2016
18	ACA.5003.0001.0371	27/03/2017	Loan Protection Insurance Product Disclosure Statement and Policy Document	
19	ACA.5003.0001.0773	27/03/2017	Loan Protection Insurance Product Disclosure Statement and Policy Document.	
20	ACA.5003.0001.0326	5/04/2018	Loan Protection Insurance - Product Disclosure Statement and Policy Document	10/09/2018
21	ACA.5003.0001.1230	18/03/2009	Alphera Financial Services Loan Protection Insurance Policy Document (Product Disclosure Statement)	
22	ACA.5003.0001.1270	18/03/2009	Alphera Financial Services Loan Protection Insurance Policy Document (Product Disclosure Statement)	
23	ACA.5003.0001.1402	18/03/2009	Motorcycle Loan Protection Insurance Policy Document (Product Disclosure Statement)	18/10/2014
24	ACA.5003.0001.1443	18/03/2009	Motorcycle Loan Protection Insurance Policy Document (Product Disclosure Statement)	
25	ACA.5003.0001.0951	19/03/2009	Alphera Financial Services Business Loan Protection Insurance Policy Document (Product Disclosure Statement)	18/10/2014
26	ACA.5003.0001.0993	19/03/2009	Alphera Financial Services Business Loan Protection Insurance Policy Document (Product Disclosure Statement)	
27	ACA.5003.0001.1188	10/01/2013	Alphera Financial Services Loan Protection Insurance Policy Document (Product Disclosure Statement)	18/10/2014
28	ACA.5003.0001.0906	1/10/2015	Alphera Business Loan Protection Insurance Policy Document (Product Disclosure Statement)	1/08/2016
29	ACA.5003.0001.1142	1/10/2015	Alphera Financial Services Loan Protection Insurance Policy Document (Product Disclosure Statement)	17/09/2016
30	ACA.5003.0001.1358	1/10/2015	Motorcycle Loan Protection Insurance Policy Document (Product Disclosure Statement)	

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31	ACA.5003.0001.1094	27/03/2017	Alphera Financial Services Loan Protection Insurance Policy Document (Product Disclosure Statement)	
32	ACA.5003.0001.1310	27/03/2017	Alphera Financial Services Motorcycle Loan Protection Insurance Policy Document (Product Disclosure Statement)	
33	ACA.5003.0001.1049	5/04/2018	Alphera Financial Services Loan Protection Insurance Policy Document (Product Disclosure Statement)	10/09/2018
34	ACA.5003.0001.1483	1/10/2015	Audi Business Loan Protection Cover Product Disclosure Statement and Policy Document	1/08/2016
35	ACA.5003.0001.1799	1/10/2015	Audi Loan Protection Cover Product Disclosure Statement and Policy Document	17/09/2016
36	ACA.5003.0001.1759	27/03/2017	Audi Loan Protection Cover Product Disclosure Statement and Policy Document	
37	ACA.5003.0001.1711	27/11/2017	Audi Loan Protection Cover Product Disclosure Statement and Policy Document	
38	ACA.5003.0001.1666	5/04/2018	Audi Loan Protection Cover Product Disclosure Statement and Policy Document	10/09/2018
39	ACA.5003.0001.1646	22/01/2007	Audi Business Loan Protection Cover	
40	ACA.5003.0001.1963	22/01/2007	Audi Loan Protection Cover	
41	ACA.5003.0001.1564	4/01/2013	Audi Business Loan Protection Cover Product Disclosure Statement and Policy Document	18/10/2014
42	ACA.5003.0001.1606	4/01/2013	Audi Business Loan Protection Cover Product Disclosure Statement and Policy Document	
43	ACA.5003.0001.1881	4/01/2013	Audi Loan Protection Cover Product Disclosure Statement and Policy Document	18/10/2014
44	ACA.5003.0001.1923	4/01/2013	Audi Loan Protection Cover Product Disclosure Statement and Policy Document	
45	ACA.5003.0001.1524	1/10/2015	Audi Business Loan Protection Cover Product Disclosure Statement and Policy Document	
46	ACA.5003.0001.1841	1/10/2015	Audi Loan Protection Cover Product Disclosure Statement and Policy Document	
47	ACA.5003.0001.2283	5/09/2011	Loan Protection Insurance Product Disclosure Statement and Policy Document	
48	ACA.5003.0001.2073	1/05/2012	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	

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49	ACA.5003.0001.2243	1/05/2012	Loan Protection Insurance Product Disclosure Statement and Policy Document	
50	ACA.5003.0001.2161	26/05/2014	Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
51	ACA.5003.0001.2203	26/05/2014	Loan Protection Insurance Product Disclosure Statement and Policy Document	
52	ACA.5003.0001.2027	27/02/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
53	ACA.5003.0001.1983	1/10/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
54	ACA.5003.0001.2117	1/10/2015	Loan Protection Insurance Product Disclosure Statement and Policy Document	
55	ACA.5003.0001.2685	18/03/2009	Loan Protection Insurance Policy Document (Product Disclosure Statement)	
56	ACA.5003.0001.2858	18/03/2009	Motorcycle Loan Protection Insurance	
57	ACA.5003.0001.2408	19/03/2009	Business Loan Protection Insurance Policy Document (Product Disclosure Statement)	
58	ACA.5003.0001.2366	6/10/2011	BMW Business Loan Protection Insurance	18/10/2014
59	ACA.5003.0001.2645	6/10/2011	BMW Loan Protection Insurance	
60	ACA.5003.0001.2603	3/01/2013	BMW Loan Protection Insurance	18/10/2014
61	ACA.5003.0001.2817	28/08/2013	Motorcycle Loan Protection Insurance	18/10/2014
62	ACA.5003.0001.2321	1/10/2015	BMW Business Loan Protection Insurance	1/08/2016
63	ACA.5003.0001.2557	1/10/2015	BMW Loan Protection Insurance	17/09/2016
64	ACA.5003.0001.2773	1/10/2015	Motorcycle Loan Protection Insurance	
65	ACA.5003.0001.2509	11/04/2017	BMW Loan Protection Insurance. BMW Financial Services the Ultimate Driving Machine Policy Document and Product Disclosure Statement	
66	ACA.5003.0001.2725	11/04/2017	Motorcycle Loan Protection Insurance.	
67	ACA.5003.0001.2464	5/04/2018	BMW Loan Protection Insurance. BMW Financial Services the Ultimate Driving Machine Policy Document and Product Disclosure Statement	10/09/2018

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68	ACA.5003.0001.3698	4/02/2019	Ford Protect Loan Protection Insurance Product Disclosure Statement and Policy Document	
69	ACA.5003.0001.3654	18/09/2007	Ford Solutions Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
70	ACA.5003.0001.4043	18/09/2007	Ford Solutions Loan Protection Insurance Product Disclosure Statement and Policy Document	
71	ACA.5003.0001.4087	1/03/2006	Business Loan Protection Insurance Policy Document (Product Disclosure Statement) GMAC Insurance	18/10/2014
				01/08/2016
72	ACA.5003.0001.4134	1/03/2006	Loan Protection Insurance Policy Document (Product Disclosure Statement) GMAC Insurance	26/11/2007
				18/10/2014
73	ACA.5003.0001.4394	1/03/2006	Business Loan Protection Insurance Policy Document (Product Disclosure Statement)	
74	ACA.5003.0001.4896	1/03/2006	Holden Loan Protection Insurance Policy Document (Product Disclosure Statement)	
75	ACA.5003.0001.4852	3/11/2006	Holden Loan Protection Insurance Policy Document (Product Disclosure Statement)	
76	ACA.5003.0001.4358	17/11/2009	Holden Business Use Loan Protection Policy Document and Product Disclosure Statement	
77	ACA.5003.0001.4816	17/11/2009	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
78	ACA.5003.0001.4614	1/10/2010	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	17/09/2016
79	ACA.5003.0001.4780	22/11/2012	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
80	ACA.5003.0001.4322	8/10/2013	Holden Business Use Loan Protection Policy Document and Product Disclosure Statement	
81	ACA.5003.0001.4280	4/03/2014	Holden Business Use Loan Protection Policy Document and Product Disclosure Statement	18/10/2014
82	ACA.5003.0001.4738	4/03/2014	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	18/10/2014
83	ACA.5003.0001.4198	1/10/2015	Holden Business Use Loan Protection Policy Document and Product Disclosure Statement	1/08/2016

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84	ACA.5003.0001.4239	1/10/2015	Holden Business Use Loan Protection Policy Document and Product Disclosure Statement	1/05/2016
85	ACA.5003.0001.4656	1/10/2015	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	17/09/2016
86	ACA.5003.0001.4698	1/10/2015	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
87	ACA.5003.0001.4574	29/03/2017	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
88	ACA.5003.0001.4526	6/11/2017	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
89	ACA.5003.0001.4482	5/04/2018	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
90	ACA.5003.0001.4438	15/08/2018	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
91	ACA.5003.0001.5043	2/01/2012	Honda Business Loan Protection Insurance Policy Document and Product Disclosure Statement	
92	ACA.5003.0001.5268	2/01/2012	Honda Loan Protection Insurance Policy Document and Product Disclosure Statement	
93	ACA.5003.0001.5226	18/09/2013	Honda Loan Protection Insurance Policy Document and Product Disclosure Statement	18/10/2014
94	ACA.5003.0001.4997	12/03/2015	Honda Business Loan Protection Insurance Policy Document and Product Disclosure Statement	18/10/2014
95	ACA.5003.0001.4952	1/10/2015	Honda Business Loan Protection Insurance Policy Document and Product Disclosure Statement	1/08/2016
96	ACA.5003.0001.5180	1/10/2015	Honda Loan Protection Insurance Policy Document and Product Disclosure Statement	17/09/2016
97	ACA.5003.0001.5132	27/03/2017	Honda Loan Protection Insurance Policy Document and Product Disclosure Statement	
98	ACA.5003.0001.5087	5/04/2018	Honda Loan Protection Insurance Policy Document and Product Disclosure Statement	10/09/2018
99	ACA.5003.0001.5353	26/07/2017	Hyundai Loan Protection Insurance. Product Disclosure Statement and Policy Document	
100	ACA.5003.0001.5308	5/04/2018	Hyundai Loan Protection Insurance. Product Disclosure Statement and Policy Document	10/09/2018
101	ACA.5003.0001.5630	1/11/2013	Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014

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102	ACA.5003.0001.5445	6/06/2014	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
103	ACA.5003.0001.5401	1/10/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
104	ACA.5003.0001.5584	1/10/2015	Loan Protection Insurance Product Disclosure Statement and Policy Document	17/09/2016
105	ACA.5003.0001.5536	27/03/2017	Loan Protection Insurance Product Disclosure Statement and Policy Document	
106	ACA.5003.0001.5491	5/04/2018	Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
107	ACA.5003.0001.5717	22/01/2015	Jaguar Business Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
108	ACA.5003.0001.5946	22/01/2015	Jaguar Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
109	ACA.5003.0001.5672	1/10/2015	Jaguar Business Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
110	ACA.5003.0001.5900	1/10/2015	Jaguar Loan Protection Insurance Product Disclosure Statement and Policy Document	17/09/2016
111	ACA.5003.0001.5852	27/03/2017	Jaguar Loan Protection Insurance Product Disclosure Statement and Policy Document	
112	ACA.5003.0001.5807	5/04/2018	Jaguar Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
113	ACA.5003.0001.5763	14/09/2018	Loan Protection Insurance Product Disclosure Statement and Policy Document	
114	ACA.5003.0001.6085	15/02/2017	Kia Loan Protection Insurance Product Disclosure Statement and Policy Document.	
115	ACA.5003.0001.6037	27/03/2017	Kia Loan Protection Insurance Product Disclosure Statement and Policy Document.	
116	ACA.5003.0001.5992	5/04/2018	Kia Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
117	ACA.5003.0001.6174	22/01/2015	Land Rover Business Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
118	ACA.5003.0001.6129	1/10/2015	Land Rover Business Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
119	ACA.5003.0001.6357	1/10/2015	Land Rover Loan Protection Insurance	17/09/2016

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120	ACA.5003.0001.6403	1/10/2015	Land Rover Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
121	ACA.5003.0001.6309	27/03/2017	Land Rover Loan Protection Insurance Product Disclosure Statement and Policy Document	
122	ACA.5003.0001.6264	5/04/2018	Land Rover Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
123	ACA.5003.0001.6220	14/09/2018	Land Rover Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
124	ACA.5003.0001.6449	23/02/2016	Mazda Business Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
125	ACA.5003.0001.6587	23/02/2016	Mazda Loan Protection Insurance Product Disclosure Statement and Policy Document	17/09/2016
126	ACA.5003.0001.6539	27/03/2017	Mazda Loan Protection Insurance Product Disclosure Statement and Policy Document	
127	ACA.5003.0001.6494	5/04/2018	Mazda Business Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
128	ACA.5003.0001.6697	8/02/2018	Mercedes-Benz Loan Protect Insurance. Product Disclosure Statement and Policy Wording.	
129	ACA.5003.0001.6652	5/04/2018	Mercedes-Benz Loan Protect Insurance. Product Disclosure Statement and Policy Wording.	10/09/2018
130	ACA.5003.0001.7176	18/03/2009	Loan Protection Insurance Policy Document (Product Disclosure Document)	
131	ACA.5003.0001.6915	19/03/2009	Business Loan Protection Insurance Policy Document (Product Disclosure Statement)	
132	ACA.5003.0001.7136	6/10/2011	Mini Loan Protection Insurance Policy Document and Product Disclosure Statement	
133	ACA.5003.0001.6873	12/10/2011	Mini Business Loan Protection Insurance Policy Document and Product Disclosure Statement	18/10/2014
134	ACA.5003.0001.7094	26/03/2013	Mini Loan Protection Insurance Policy Document and Product Disclosure Statement	18/10/2014

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135	ACA.5003.0001.6832	1/10/2015	Mini Business Loan Protection Insurance Policy Document and Product Disclosure Statement	1/08/2016
136	ACA.5003.0001.7048	1/10/2015	Mini Loan Protection Insurance Policy Document and Product Disclosure Statement	17/09/2016
137	ACA.5003.0001.7000	27/03/2017	Mini Loan Protection Insurance Product Disclosure Statement and Policy Document	
138	ACA.5003.0001.6955	5/04/2018	Mini Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
139	ACA.5003.0001.3614	1/06/2009	Myford Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
140	ACA.5003.0001.4003	1/06/2009	Myford Loan Protection Insurance Product Disclosure Statement and Policy Document	
141	ACA.5003.0001.3534	3/01/2012	Myford Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
142	ACA.5003.0001.3574	3/01/2012	Myford Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
143	ACA.5003.0001.3923	3/01/2012	Myford Loan Protection Insurance Product Disclosure Statement and Policy Document	
144	ACA.5003.0001.3963	3/01/2012	Myford Loan Protection Insurance Product Disclosure Statement and Policy Document	
145	ACA.5003.0001.3488	6/05/2014	Myford Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
146	ACA.5003.0001.3881	6/05/2014	Myford Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
147	ACA.5003.0001.3443	1/10/2015	Myford Business Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
148	ACA.5003.0001.3835	1/10/2015	Myford Loan Protection Insurance Product Disclosure Statement and Policy Document	17/09/2016
149	ACA.5003.0001.3787	27/03/2017	Myford Loan Protection Insurance Product Disclosure Statement and Policy Document	
150	ACA.5003.0001.3742	5/04/2018	Myford Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
151	ACA.5003.0001.7351	5/09/2011	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	

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152	ACA.5003.0001.7261	26/03/2013	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
153	ACA.5003.0001.7307	26/03/2013	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
154	ACA.5003.0001.7216	1/10/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
155	ACA.5003.0001.7440	1/05/2010	Business Loan Protection Insurance Policy	18/10/2014
156	ACA.5003.0001.7665	1/05/2010	Loan Protection Insurance Policy	18/10/2014
157	ACA.5003.0001.7395	1/10/2015	Business Loan Protection Insurance Policy	1/08/2016
158	ACA.5003.0001.7619	1/10/2015	Loan Protection Insurance Policy	17/09/2016
159	ACA.5006.0001.1372	1/10/2015	Business Loan Protection Insurance Policy	
160	ACA.5003.0001.7571	27/03/2017	Loan Protection Insurance Policy	
161	ACA.5003.0001.7527	5/04/2018	Loan Protection Insurance Policy Product Disclosure Statement and Policy Document	
162	ACA.5003.0001.7482	7/05/2018	Peugeot Citroën Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
163	ACA.5003.0001.7752	23/07/2013	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
164	ACA.5003.0001.7937	23/07/2013	Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
165	ACA.5003.0001.7707	1/10/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
166	ACA.5003.0001.7891	1/10/2015	Loan Protection Insurance Product Disclosure Statement and Policy Document	17/09/2016
167	ACA.5003.0001.7843	19/04/2017	Loan Protection Insurance Product Disclosure Statement and Policy Document	
168	ACA.5003.0001.7798	5/04/2018	Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
169	ACA.5003.0001.8279	1/10/2015	Škoda Loan Protection Cover Product Disclosure Statement and Policy Document	17/09/2016
170	ACA.5003.0001.8235	27/03/2017	Škoda Loan Protection Cover Product Disclosure Statement and Policy Document	

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171	ACA.5003.0001.8190	5/04/2018	Škoda Loan Protection Cover Product Disclosure Statement and Policy Document	10/09/2018
172	ACA.5003.0001.8174	18/12/2008	Škoda Business Loan Protection Cover Product Disclosure Statement and Policy Document	
173	ACA.5003.0001.8451	18/12/2008	Škoda Loan Protection Cover Product Disclosure Statement and Policy Document	
174	ACA.5003.0001.8411	24/04/2012	Škoda Loan Protection Cover Product Disclosure Statement and Policy Document	
175	ACA.5003.0001.8138	20/11/2012	Škoda Business Loan Protection Cover Product Disclosure Statement and Policy Document	
176	ACA.5003.0001.8101	4/12/2013	Škoda Business Loan Protection Cover Product Disclosure Statement and Policy Document	18/10/2014
177	ACA.5003.0001.8369	4/12/2013	Škoda Loan Protection Cover Product Disclosure Statement and Policy Document	18/10/2014
178	ACA.5003.0001.8021	1/10/2015	Škoda Business Loan Protection Cover	1/08/2016
179	ACA.5003.0001.8062	1/10/2015	Škoda Business Loan Protection Cover Product Disclosure Statement and Policy Document	
180	ACA.5003.0001.8325	1/10/2015	Škoda Loan Protection Cover Product Disclosure Statement and Policy Document	
181	ACA.5003.0001.8512	3/02/2015	Skyline Car Insurance Business Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
182	ACA.5003.0001.8697	3/02/2015	Skyline Car Insurance Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
183	ACA.5003.0001.8467	1/10/2015	Skyline Car Insurance Business Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
184	ACA.5003.0001.8651	1/10/2015	Skyline Car Insurance Loan Protection Insurance Product Disclosure Statement and Policy Document	17/09/2016
185	ACA.5003.0001.8603	27/03/2017	Skyline Car Insurance Loan Protection Insurance Product Disclosure Statement and Policy Document	

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186	ACA.5003.0001.8558	5/04/2018	Skyline Car Insurance Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
187	ACA.5003.0001.9237	1/03/2006	Loan Protection St.George Automotive Insurances Contains Product Disclosure Statement and Policy Document	
188	ACA.5003.0001.9197	10/10/2008	Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
189	ACA.5003.0001.9157	1/03/2010	Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
190	ACA.5003.0001.9079	1/05/2010	Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
191	ACA.5003.0001.9117	1/05/2010	Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
192	ACA.5003.0001.9039	5/09/2011	Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
193	ACA.5003.0001.8999	21/08/2012	Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
194	ACA.5003.0001.8959	19/05/2014	Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
195	ACA.5003.0001.8917	19/05/2014	Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	18/10/2014
196	ACA.5003.0001.8783	2/06/2014	Business Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	18/10/2014
197	ACA.5003.0001.8829	2/06/2014	Business Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
198	ACA.5003.0001.8739	1/10/2015	Business Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	

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199	ACA.5003.0001.8873	1/10/2015	Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
200	ACA.5003.0002.0001	1/03/2006	Business Loan Protection Insurance Policy Document (Product Disclosure Statement)	
201	ACA.5003.0002.0395	1/03/2006	Loan Protection Insurance Policy Document (Product Disclosure Statement)	
202	ACA.5003.0002.0351	3/11/2006	Loan Protection Insurance Policy Document (Product Disclosure Statement)	
203	ACA.5003.0001.9457	5/09/2011	Subaru Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
204	ACA.5003.0002.0311	5/09/2011	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	
205	ACA.5003.0002.0271	27/04/2012	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	
206	ACA.5003.0002.0229	31/05/2013	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
207	ACA.5003.0001.9411	1/10/2013	Subaru Business Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
208	ACA.5003.0001.9321	1/10/2015	Subaru Business Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
209	ACA.5003.0001.9366	1/10/2015	Subaru Business Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
210	ACA.5003.0002.0138	1/10/2015	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	17/09/2016
211	ACA.5003.0002.0184	1/10/2015	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
212	ACA.5003.0002.0090	27/03/2017	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	
213	ACA.5003.0002.0045	5/04/2018	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
214	ACA.5003.0002.0496	18/05/2012	Suzuki Business Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
215	ACA.5003.0002.0723	18/05/2012	Suzuki Loan Protection Insurance Product Disclosure Statement and Policy Document	

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216	ACA.5003.0002.0681	11/11/2013	Suzuki Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014
217	ACA.5003.0002.0451	1/10/2015	Suzuki Business Loan Protection Insurance Product Disclosure Statement and Policy Document	1/08/2016
218	ACA.5003.0002.0635	1/10/2015	Suzuki Loan Protection Insurance Product Disclosure Statement and Policy Document	17/09/2016
219	ACA.5003.0002.0587	27/03/2017	Suzuki Loan Protection Insurance Product Disclosure Statement and Policy Document	
220	ACA.5003.0002.0542	5/04/2018	Suzuki Loan Protection Insurance Product Disclosure Statement and Policy Document	10/09/2018
221	ACA.5003.0002.0763	1/10/2015	Volkswagen Business Loan Protection Cover Product Disclosure Statement and Policy Document	1/08/2016
222	ACA.5003.0002.0926	1/03/2006	Volkswagen Business Loan Protection Cover Product Disclosure Statement	
223	ACA.5003.0002.1295	1/03/2006	Volkswagen Loan Protection Cover Product Disclosure Statement	
224	ACA.5003.0002.1315	1/03/2006	Volkswagen Loan Protection Cover Product Disclosure Statement	
225	ACA.5003.0002.1335	1/03/2006	Volkswagen Loan Protection Cover Product Disclosure Statement	
226	ACA.5003.0002.1255	30/06/2011	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	
227	ACA.5003.0002.0886	20/11/2012	Volkswagen Business Loan Protection Cover Product Disclosure Statement and Policy Document	
228	ACA.5003.0002.1215	20/11/2012	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	
229	ACA.5003.0002.0844	10/10/2013	Volkswagen Business Loan Protection Cover Product Disclosure Statement and Policy Document	18/10/2014
230	ACA.5003.0002.1173	10/10/2013	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	18/10/2014
231	ACA.5003.0002.0804	1/10/2015	Volkswagen Business Loan Protection Cover Product Disclosure Statement and Policy Document	
232	ACA.5003.0002.1129	1/10/2015	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	

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233	ACA.5003.0002.1083	1/10/2015	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	17/09/2016
234	ACA.5003.0002.1039	29/03/2017	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	
235	ACA.5003.0002.0991	3/01/2018	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	
236	ACA.5003.0002.0946	5/04/2018	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	10/09/2018
237	ACA.5003.0002.1355	28/10/2016	Volvo Business Loan Protection Insurance Policy Document and Product Disclosure Statement	
238	ACA.5003.0002.1492	28/10/2016	Volvo Loan Protection Insurance Policy Document and Product Disclosure Statement	
239	ACA.5003.0002.1444	27/03/2017	Volvo Loan Protection Insurance Policy Document and Product Disclosure Statement	
240	ACA.5003.0002.1399	5/04/2018	Volvo Loan Protection Insurance Policy Document and Product Disclosure Statement	10/09/2018

Annexure 2 – PDS and policy documents for Motor Equity Insurance

Note: For some PDSs, a supplementary PDS was issued at a later date to the initial PDS and was annexed to the end of the initial PDS. The dates of these supplementary PDSs are contained in the final column of the table below.

#	Document ID	Document date	Document title	Supplementary PDS Date
1	ACA.5004.0001.0144	4/05/2006	Allianz Motor Equity Insurance Policy Document (Product Disclosure Statement)	
2	ACA.5004.0001.0398	26/10/2007	Motorcycle Equity Insurance Product Disclosure Statement and Policy Document.	
3	ACA.5004.0001.0096	27/11/2008	Motor Equity Insurance Product Disclosure Statement and Policy Document.	
4	ACA.5004.0001.0120	27/11/2008	Motor Equity Insurance Product Disclosure Statement and Policy Document	
5	ACA.5004.0001.4602	8/04/2009	Purchase Price Insurance Product Disclosure Document and Policy Document.	
6	ACA.5004.0001.4578	12/11/2010	Purchase Price Insurance Product Disclosure Document and Policy Document.	
7	ACA.5004.0001.0074	3/12/2010	Motor Equity Insurance Product Disclosure Statement and Policy Document	
8	ACA.5004.0001.0050	25/07/2012	Motor Equity Insurance Product Disclosure Statement and Policy Document.	
9	ACA.5004.0001.4554	28/09/2012	Purchase Price Insurance Product Disclosure Document and Policy Document.	
10	ACA.5004.0001.0026	5/02/2013	Motor Equity Insurance Product Disclosure Statement and Policy Document.	
11	ACA.5004.0001.4529	19/02/2013	Purchase Price Insurance Product Disclosure Document and Policy Document.	18/10/2014
12	ACA.5004.0001.0369	3/10/2013	Motorcycle Equity Insurance Product Disclosure Statement and Policy Document.	18/10/2014
13	ACA.5000.0002.0124	25/02/2014	Motor Equity Insurance Product Disclosure Statement and Policy Document.	16/08/2012
				18/10/2014
14	ACA.5004.0001.0001	25/02/2014	Motor Equity Insurance Policy Document and Product Disclosure Statement	18/10/2014
	ACA.5004.0001.0221	25/02/2014	Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014

15				03/05/2017
16	ACA.5004.0001.5232	1/01/2015	[No Title]	
17	ACA.5004.0001.4500	10/06/2016	Purchase Price Insurance Product Disclosure Document and Policy Document.	
18	ACA.5004.0001.0339	5/08/2016	Motorcycle Equity Insurance Product Disclosure Statement and Policy Document.	18/10/2014
				03/05/2017
19	ACA.5004.0001.3241	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document.	5/05/2017
20	ACA.5004.0001.3276	9/06/2016	Alphabet Value Protect Insurance Product Disclosure Statement & Policy Document.	5/05/2017
21	ACA.5004.0001.3311	9/12/2016	Alphabet Value Protect Insurance Product Disclosure Statement & Policy Document.	
22	ACA.5004.0001.0283	10/02/2009	Motor Equity Insurance Policy Document (Product Disclosure Statement)	
23	ACA.5004.0001.0422	10/02/2009	Motorcycle Equity Insurance Product Disclosure Statement and Policy Document.	18/10/2014
				03/05/2017
24	ACA.5004.0001.0448	10/02/2009	Motorcycle Equity Insurance Policy Document (Product Disclosure Statement)	
25	ACA.5004.0001.4626	12/11/2010	Purchase Price Insurance Policy Document (Product Disclosure Statement)	01/09/2012
				18/10/2014
26	ACA.5004.0001.0252	1/03/2013	Motor Equity Insurance Policy Document (Product Disclosure Statement)	16/08/2012
				18/10/2014
27	ACA.5004.0001.3375	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017
28	ACA.5004.0001.3343	4/12/2017	Value Protect Insurance Product Disclosure Statement and Policy Document	
29	ACA.5004.0001.0311	10/02/2009	Motor Equity Insurance Policy Document (Product Disclosure Statement)	

30	ACA.5004.0001.4653	2/12/2013	Audi Purchase Price Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
31	ACA.5004.0001.0472	6/12/2013	Audi Asset Equity Cover Product Disclosure Statement and Policy Document	18/10/2014
32	ACA.5004.0001.3410	9/12/2016	Audi Value Protect Cover Product Disclosure Statement and Policy Document	5/05/2017
33	ACA.5004.0001.3445	9/12/2016	Audi Value Protect Cover Product Disclosure Statement and Policy Document	5/05/2017
34	ACA.5004.0001.2923	22/01/2007	Audi Asset Equity Cover	
35	ACA.5004.0001.2911	3/12/2010	Audi Asset Equity Cover	
36	ACA.5004.0001.2899	19/01/2011	Audi Asset Equity Cover	
37	ACA.5004.0001.0501	6/12/2013	Audi Asset Equity Cover Product Disclosure Statement and Policy Document	18/10/2014
38	ACA.5004.0001.4680	1/02/2014	Audi Purchase Price Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
39	ACA.5004.0001.2981	3/11/2011	Bank of Melbourne Motor Equity Insurance Product Disclosure Statement and Policy Document	
40	ACA.5004.0001.2957	1/05/2012	Bank of Melbourne Motor Equity Insurance Product Disclosure Statement and Policy Document	
41	ACA.5004.0001.2933	6/02/2013	Bank of Melbourne Motor Equity Insurance Product Disclosure Statement and Policy Document	
42	ACA.5004.0001.4738	30/08/2013	Purchase Price Insurance Product Disclosure Statement and Policy Document	
43	ACA.5004.0001.0559	10/03/2014	Bank of Melbourne Motor Equity Insurance Product Disclosure Statement and Policy Document	
44	ACA.5004.0001.0530	27/02/2015	Bank of Melbourne Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014

45	ACA.5004.0001.4707	27/02/2015	Purchase Price Insurance Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
46	ACA.5004.0001.0727	10/02/2009	BMW Motor Equity Insurance Policy Document (Product Disclosure Statement)	
47	ACA.5004.0001.0785	10/02/2009	BMW Motorcycle Equity Insurance Policy Document (Product Disclosure Statement)	
48	ACA.5004.0001.4811	8/04/2009	Purchase Price Insurance Policy Document (Product Disclosure Statement)	
49	ACA.5004.0001.0699	3/12/2010	BMW Motor Equity Insurance Policy Document (Product Disclosure Statement)	
50	ACA.5004.0001.4787	5/10/2011	BMW Purchase Price Insurance.	
51	ACA.5004.0001.0671	10/10/2011	BMW Motor Equity Insurance Policy Document and Product Disclosure Statement	
52	ACA.5004.0001.4762	22/11/2012	BMW Purchase Price Insurance.	18/10/2014
53	ACA.5004.0001.0614	1/03/2013	Policy Document and Product Disclosure Statement BMW Motor Equity Insurance.	18/10/2014
54	ACA.5004.0001.0643	1/03/2013	Policy Document and Product Disclosure Statement BMW Motor Equity Insurance.	
55	ACA.5004.0001.0755	28/08/2013	BMW Motorcycle Equity Insurance Policy Document and Product Disclosure Statement	18/10/2014
				03/05/2017
56	ACA.5004.0001.0583	10/06/2016	Policy Document and Product Disclosure Statement BMW Motor Equity Insurance.	16/08/2012
				18/10/2014
57	ACA.5004.0001.3547	9/12/2016	Genuine Cover for The Ultimate Driving Machine BMW Value Protect Insurance Policy. Policy Document and Product Disclosure Statement	
58	ACA.5004.0001.3512	16/03/2017	Genuine Cover for The Ultimate Driving Machine. BMW Value Protect Insurance. BMW Financial Services The Ultimate Driving Machine Product Disclosure Statement and Policy Document	5/05/2017

59	ACA.5004.0001.3480	23/01/2018	Genuine Cover for The Ultimate Driving Machine. BMW Value Protect Insurance. BMW Financial Services The Ultimate Driving Machine Product Disclosure Statement and Policy Document	
60	ACA.5004.0001.1048	14/11/2005	Motor Equity Insurance Policy Document (Product Disclosure Statement)	
61	ACA.5004.0001.1068	14/11/2005	Motor Equity Insurance Policy Document (Product Disclosure Statement)	
62	ACA.5004.0001.0964	9/10/2008	Esanda Motor Equity Insurance Product Disclosure Statement and Policy Document	
63	ACA.5004.0001.0992	9/10/2008	Esanda Motor Equity Insurance Product Disclosure Statement and Policy Document.	
64	ACA.5004.0001.1020	9/10/2008	Esanda Motor Equity Insurance Product Disclosure Statement and Policy Document.	
65	ACA.5004.0001.3020	9/10/2008	Motorcycle Equity Insurance Product Disclosure Statement and Policy Document.	
66	ACA.5004.0001.0936	7/02/2011	Esanda Motor Equity Insurance Product Disclosure Statement and Policy Document.	
67	ACA.5004.0001.0912	28/02/2012	Esanda Motor Equity Insurance Product Disclosure Statement and Policy Document	
68	ACA.5004.0001.1088	28/02/2012	Motorcycle Equity Insurance Product Disclosure Statement and Policy Document.	18/10/2014
69	ACA.5004.0001.0864	7/02/2013	Esanda Motor Equity Insurance Product Disclosure Statement and Policy Document	
70	ACA.5004.0001.0888	7/02/2013	Esanda Motor Equity Insurance Product Disclosure Statement and Policy Document.	
71	ACA.5004.0001.0839	25/02/2014	Esanda Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
72	ACA.5004.0001.0809	12/11/2015	Esanda Motor Equity Insurance Product Disclosure Statement and Policy Document	16/08/2012
73	ACA.5004.0001.1247	18/09/2007	Ford Solutions Motor Equity Product Disclosure Statement and Policy Document	
74	ACA.5004.0001.2877	28/07/2005	Motor Equity Insurance Policy Document (Product Disclosure Statement)	
75	ACA.5004.0001.1466	25/11/2005	Holden Motor Equity Insurance Policy Document (Product Disclosure Statement)	
76	ACA.5004.0001.1450	3/11/2006	Holden Motor Equity Insurance Policy Document (Product Disclosure Statement)	

77	ACA.5004.0001.1426	16/07/2010	Holden Motor Equity Insurance Policy Document and Product Disclosure Statement	
78	ACA.5004.0001.1539	2/01/2011	Honda Motor Equity Insurance Policy Document and Product Disclosure Statement	
79	ACA.5004.0001.1402	17/01/2011	Holden Motor Equity Insurance Policy Document and Product Disclosure Statement	
80	ACA.5004.0001.1378	25/07/2012	Holden Motor Equity Insurance Policy Document and Product Disclosure Statement	
81	ACA.5004.0001.1354	7/02/2013	Holden Motor Equity Insurance Policy Document and Product Disclosure Statement	
82	ACA.5004.0001.1515	10/03/2014	Honda Motor Equity Insurance Policy Document and Product Disclosure Statement	
83	ACA.5004.0001.1329	19/06/2014	Holden Motor Equity Insurance Policy Document and Product Disclosure Statement	18/10/2014
84	ACA.5004.0001.1271	9/02/2015	Holden Motor Equity Insurance Policy Document and Product Disclosure Statement	18/10/2014
85	ACA.5004.0001.1300	9/02/2015	Holden Motor Equity Insurance Policy Document and Product Disclosure Statement	18/10/2014
86	ACA.5004.0001.1486	12/03/2015	Honda Motor Equity Insurance Policy Document and Product Disclosure Statement	18/10/2014
87	ACA.5004.0001.3614	9/12/2016	Holden Value Protect Insurance Policy Document and Product Disclosure Statement	5/05/2017
88	ACA.5004.0001.4879	2/01/2012	Honda Purchase Price Insurance Policy Document and Product Disclosure Statement	
89	ACA.5004.0001.4850	12/03/2015	Honda Purchase Price Insurance Policy Document and Product Disclosure Statement	18/10/2014
90	ACA.5004.0001.3681	9/12/2016	Honda Value Protect Insurance Policy Document and Product Disclosure Statement	5/05/2017
91	ACA.5004.0001.3649	3/01/2018	Honda Value Protect Insurance Policy Document and Product Disclosure Statement	
92	ACA.5004.0001.3716	26/07/2017	Hyundai Value Protect Insurance. Product Disclosure Statement and Policy Document.	
93	ACA.5004.0001.1563	1/11/2013	Motor Equity Insurance Product Disclosure Statement and Policy Document	16/08/2012
				18/10/2014
94	ACA.5004.0001.3748	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017

95	ACA.5004.0001.1594	22/01/2015	Jaguar Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
96	ACA.5004.0001.4903	22/01/2015	Jaguar Purchase Price Insurance Product Disclosure Statement and Policy Document	18/10/2014
97	ACA.5004.0001.3815	9/12/2016	Jaguar Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017
98	ACA.5004.0001.3783	23/01/2018	Jaguar Value Protect Insurance Product Disclosure Statement and Policy Document	
99	ACA.5004.0001.3850	15/02/2017	Kia Value Protect Insurance Product Disclosure Statement and Policy Document.	5/05/2017
100	ACA.5004.0001.1623	22/01/2015	Land Rover Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
101	ACA.5004.0001.4932	22/01/2015	Land Rover Purchase Price Insurance	18/10/2014
102	ACA.5004.0001.3885	9/12/2016	Land Rover Value Protect Insurance Product Disclosure Statement and Policy Document	
103	ACA.5004.0001.1652	23/02/2016	Mazda Motor Equity Insurance Product Disclosure Statement and Policy Document	
104	ACA.5004.0001.3952	9/12/2016	Mazda Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017
105	ACA.5004.0001.3920	3/01/2018	Mazda Value Protect Insurance Product Disclosure Statement and Policy Document	
106	ACA.5004.0001.3952	9/12/2016	Mazda Value Protect Insurance Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
107	ACA.5004.0001.4961	1/08/2010	Purchase Price Insurance Product Disclosure Statement and Policy Document	
108	ACA.5004.0001.3987	8/02/2018	Mercedes-Benz Value Protect Insurance. Product Disclosure Statement and Policy Wording.	
109	ACA.5004.0001.1738	10/02/2009	Mini Motor Equity Insurance Policy Document (Product Disclosure Statement)	
110	ACA.5004.0001.4998	8/04/2009	Purchase Price Insurance Policy Document (Product Disclosure Statement)	
	ACA.5004.0001.4971	5/10/2011	Mini Purchase Price Insurance Policy Document and Product Disclosure Statement	01/09/2012

111				18/10/2014
112	ACA.5004.0001.3070	10/10/2011	Mini Motor Equity Insurance. Policy Document and Product Disclosure Statement.	
113	ACA.5004.0001.1709	1/03/2013	Mini Motor Equity Insurance Policy Document and Product Disclosure Statement.	18/10/2014
114	ACA.5004.0001.1680	4/05/2015	Mini Motor Equity Insurance Policy Document and Product Disclosure Statement	18/10/2014
115	ACA.5004.0001.4054	9/12/2016	Mini Value Protect Insurance Product Disclosure Statement and Policy Document	
116	ACA.5004.0001.4019	2/03/2017	Mini Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017
117	ACA.5004.0001.1219	1/06/2009	Ford Solutions Motor Equity Product Disclosure Statement and Policy Document	
118	ACA.5004.0001.1171	20/01/2012	Myford Motor Equity Product Disclosure Statement and Policy Document	
119	ACA.5004.0001.1195	20/01/2012	Myford Motor Equity Product Disclosure Statement and Policy Document	
120	ACA.5004.0001.1146	15/01/2014	Myford Motor Equity Product Disclosure Statement and Policy Document	18/10/2014
121	ACA.5004.0001.1117	2/09/2015	Myford Motor Equity Product Disclosure Statement and Policy Document	18/10/2014
122	ACA.5004.0001.3579	9/12/2016	Myford Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017
123	ACA.5004.0001.1844	5/09/2011	Motor Equity Insurance Product Disclosure Statement and Policy Document	
124	ACA.5004.0001.5148	16/09/2011	Purchase Price Insurance Product Disclosure Statement and Policy Document	
125	ACA.5004.0001.1820	28/05/2012	Nissan Motor Equity Insurance Product Disclosure Statement and Policy Document	
126	ACA.5004.0001.5124	28/05/2012	Purchase Price Insurance Product Disclosure Statement and Policy Document	
127	ACA.5004.0001.1795	6/02/2013	Nissan Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
128	ACA.5004.0001.5051	10/01/2014	Purchase Price Insurance Product Disclosure Statement and Policy Document	18/10/2014

129	ACA.5004.0001.5076	10/01/2014	Purchase Price Insurance Product Disclosure Statement and Policy Document	
130	ACA.5004.0001.1766	4/05/2015	Nissan Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
131	ACA.5004.0001.5022	10/06/2016	Purchase Price Insurance Product Disclosure Statement and Policy Document	18/10/2014
132	ACA.5004.0001.4086	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017
133	ACA.5004.0001.4121	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document	
134	ACA.5004.0001.5100	13/12/2012	Purchase Price Insurance Product Disclosure Statement and Policy Document	
135	ACA.5004.0001.1893	27/11/2008	Peugeot Motor Equity Insurance Policy	
136	ACA.5004.0001.5205	12/11/2010	Purchase Price Insurance Policy	01/09/2012
				18/10/2014
137	ACA.5004.0001.1868	5/09/2011	Peugeot Motor Equity Insurance Policy	18/10/2014
138	ACA.5004.0001.5176	14/05/2015	Purchase Price Insurance Policy	18/10/2014
139	ACA.5004.0001.4188	9/12/2016	Value Protect Insurance Policy	5/05/2017
140	ACA.5004.0001.4153	7/05/2018	Peugeot Citroën Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017
141	ACA.5004.0001.1946	23/07/2013	Renault Insurance Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
142	ACA.5004.0001.5285	23/07/2013	Purchase Price Insurance Product Disclosure Statement and Policy Document	18/10/2014
143	ACA.5004.0001.1917	2/04/2015	Renault Insurance Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
144	ACA.5004.0001.5256	13/09/2016	Purchase Price Insurance Product Disclosure Statement and Policy Document	18/10/2014
145	ACA.5004.0001.4223	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017

146	ACA.5004.0001.1971	1/08/2003	Saab Insurance Motor Equity Insurance Policy Document (Product Disclosure Statement)	
147	ACA.5004.0001.5341	2/12/2013	Škoda Purchase Price Cover	01/09/2012
				18/10/2014
148	ACA.5004.0001.1995	6/12/2013	Škoda Asset Equity Cover Product Disclosure Statement and Policy Document	18/10/2014
149	ACA.5004.0001.5310	23/08/2016	Škoda Purchase Price Cover Škoda Purchase Price Cover	01/09/2012
				18/10/2014
150	ACA.5004.0001.4258	9/12/2016	Škoda Value Protect Cover Product Disclosure Statement and Policy Document	5/05/2017
151	ACA.5004.0001.2105	18/12/2008	Škoda Asset Equity Cover Product Disclosure Statement and Policy Document	
152	ACA.5004.0001.2077	25/07/2012	Škoda Asset Equity Cover Product Disclosure Statement and Policy Document	
153	ACA.5004.0001.2049	12/03/2013	Škoda Asset Equity Cover Product Disclosure Statement and Policy Document	
154	ACA.5004.0001.2022	6/12/2013	Škoda Asset Equity Cover Product Disclosure Statement and Policy Document	18/10/2014
155	ACA.5004.0001.5368	1/02/2014	Škoda Purchase Price Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
156	ACA.5004.0001.2146	3/02/2015	Skyline Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
157	ACA.5004.0001.5395	3/02/2015	Purchase Price Insurance Product Disclosure Statement and Policy Document.	18/10/2014
158	ACA.5004.0001.2117	8/10/2015	Skyline Motor Equity Insurance Product Disclosure Statement and Policy Document.	18/10/2014
159	ACA.5004.0001.4293	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017
160	ACA.5004.0001.2246	23/03/2006	Motor Equity St.George Automotive Insurances Contains Product Disclosure Statement and Policy Document	

161	ACA.5004.0001.2266	23/03/2006	Motor Equity St.George Automotive Insurances Contains Product Disclosure Statement and Policy Document	
162	ACA.5004.0001.3098	1/03/2010	Motor Equity St.George Automotive Insurances	
163	ACA.5004.0001.2224	3/12/2010	Motor Equity St.George Automotive Insurances Product Disclosure Statement and Policy Document	
164	ACA.5004.0001.2200	31/07/2012	Motor Equity St.George Automotive Insurances Product Disclosure Statement and Policy Document	
165	ACA.5004.0001.5454	30/08/2013	Purchase Price Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
166	ACA.5004.0001.2171	27/02/2015	Motor Equity Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	18/10/2014
167	ACA.5004.0001.5424	27/02/2015	Purchase Price Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
168	ACA.5004.0001.2430	30/08/2005	Motor Equity Insurance Policy Document (Product Disclosure Statement)	
169	ACA.5004.0001.2414	3/11/2006	Motor Equity Insurance Policy Document (Product Disclosure Statement)	
170	ACA.5004.0001.2390	5/09/2011	Subaru Motor Equity Insurance Product Disclosure Statement and Policy Document	
171	ACA.5004.0001.2366	23/12/2012	Subaru Motor Equity Insurance Product Disclosure Statement and Policy Document	
172	ACA.5004.0001.2342	12/08/2013	Subaru Motor Equity Insurance Product Disclosure Statement and Policy Document	
173	ACA.5004.0001.5509	3/09/2013	Subaru Purchase Price Insurance Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
174	ACA.5004.0001.2317	25/02/2014	Subaru Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
	ACA.5004.0001.5478	1/08/2015	Subaru Purchase Price Insurance Product Disclosure Statement and Policy Document	01/09/2012

175				18/10/2014
176	ACA.5004.0001.2288	29/09/2015	Subaru Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
177	ACA.5004.0001.4328	9/12/2016	Subaru Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017
178	ACA.5004.0001.2504	18/05/2012	Suzuki Motor Equity Insurance Product Disclosure Statement and Policy Document	
179	ACA.5004.0001.5567	18/05/2012	Suzuki Purchase Price Insurance Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
180	ACA.5004.0001.2479	8/10/2013	Suzuki Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
181	ACA.5004.0001.2450	11/08/2015	Suzuki Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
182	ACA.5004.0001.5536	21/04/2016	Suzuki Purchase Price Insurance Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
183	ACA.5004.0001.4363	9/12/2016	Suzuki Value Protect Insurance Product Disclosure Statement and Policy Document	5/05/2017
184	ACA.5004.0001.2528	6/12/2013	Volkswagen Asset Equity Cover Product Disclosure Statement and Policy Document	
185	ACA.5004.0001.5594	1/08/2015	Volkswagen Purchase Price Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
186	ACA.5004.0001.4430	9/12/2016	Volkswagen Value Protect Cover Product Disclosure Statement and Policy Document	5/05/2017
187	ACA.5004.0001.4398	3/01/2018	Volkswagen Value Protect Cover Product Disclosure Statement and Policy Document	
188	ACA.5004.0001.2722	01/08/2003	Volkswagen Asset Equity Cover Policy (Product Disclosure Statement)	
189	ACA.5004.0001.2698	10/01/2006	Volkswagen Asset Equity Cover Product Disclosure Statement	
190	ACA.5004.0001.2710	10/01/2006	Volkswagen Asset Equity Cover Product Disclosure Statement	

191	ACA.5004.0001.2674	10/11/2008	Volkswagen Asset Equity Cover Product Disclosure Statement and Policy Document	
192	ACA.5004.0001.2686	10/11/2008	Volkswagen Asset Equity Cover Product Disclosure Statement and Policy Document	
193	ACA.5004.0001.2638	1/12/2010	Volkswagen Asset Equity Cover Product Disclosure Statement and Policy Document	
194	ACA.5004.0001.2662	1/12/2010	Volkswagen Asset Equity Cover Product Disclosure Statement	
195	ACA.5004.0001.2610	5/12/2012	Volkswagen Asset Equity Cover Product Disclosure Statement and Policy Document	
196	ACA.5004.0001.2582	5/02/2013	Volkswagen Asset Equity Cover Product Disclosure Statement and Policy Document	
197	ACA.5004.0001.2555	16/12/2013	Volkswagen Asset Equity Cover Product Disclosure Statement and Policy Document	18/10/2014
198	ACA.5004.0001.5656	1/02/2014	Volkswagen Purchase Price Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
199	ACA.5004.0001.5625	1/08/2015	Volkswagen Purchase Price Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
200	ACA.5004.0001.2785	28/10/2016	Volvo Motor Equity Insurance Policy Document and Product Disclosure Statement	
201	ACA.5004.0001.5683	28/10/2016	Volvo Purchase Price Insurance Policy Document and Product Disclosure Statement	
202	ACA.5004.0001.4465	9/12/2016	Volvo Value Protect Insurance Policy Document and Product Disclosure Statement	5/05/2017

Annexure 3 – PDS and policy documents for Extended Motor Warranty

#	Document ID	Document date	Document title
1	ACA.5005.0001.1001	1/08/2003	Allianz New Vehicle Warranty Insurance Policy Document. (Product Disclosure Statement)
2	ACA.5005.0001.1261	1/08/2003	Allianz Used Vehicle Warranty Insurance Policy Document. (Product Disclosure Statement)
3	ACA.5005.0001.0961	1/07/2006	Allianz New Vehicle Warranty Insurance Policy Document (Product Disclosure Statement)
4	ACA.5005.0001.0981	1/07/2006	Allianz New Vehicle Warranty Insurance Policy Document (Product Disclosure Statement)
5	ACA.5005.0001.1241	4/12/2006	Allianz Used Vehicle Warranty Insurance Policy Document. (Product Disclosure Statement)
6	ACA.5005.0001.0941	28/11/2008	Allianz New Vehicle Warranty Insurance Product Disclosure Statement and Policy Document.
7	ACA.5005.0001.1225	28/11/2008	Allianz Used Vehicle Warranty Insurance Product Disclosure Statement and Policy Document
8	ACA.5005.0001.2988	10/11/2005	Used Vehicle Warranty Insurance Policy Document (Product Disclosure Statement)
9	ACA.5005.0001.2856	15/11/2005	New Vehicle Warranty Insurance Policy Document (Product Disclosure Statement)
10	ACA.5005.0001.2968	21/12/2006	Used Vehicle Warranty Insurance Policy Document (Product Disclosure Statement)
11	ACA.5005.0001.2828	9/10/2008	New Vehicle Warranty Insurance Product Disclosure Statement and Policy Document
12	ACA.5005.0001.2940	9/10/2008	Used Vehicle Warranty Insurance Product Disclosure Statement and Policy Document
13	ACA.5005.0001.8299	23/03/2006	New Vehicle Warranty St.George Automotive Insurances Contains Product Disclosure Statement and Policy Document
14	ACA.5005.0001.8319	23/03/2006	New Vehicle Warranty St.George Automotive Insurances Contains Product Disclosure Statement and Policy Document
15	ACA.5005.0001.8409	14/03/2007	Used Vehicle Warranty St.George Automotive Insurances Contains Product Disclosure Statement and Policy Document

Annexure 4 – PDS and policy documents for Tyre and Rim Insurance

Note: For some PDSs, a supplementary PDS was issued at a later date to the initial PDS and was annexed to the end of the initial PDS. The dates of these supplementary PDSs are contained in the final column of the table below.

#	Document ID	Document date	Document title	Supplementary PDS Date
1	ACA.5006.0001.0150	8/04/2009	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
2	ACA.5006.0001.0122	10/09/2009	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
3	ACA.5006.0001.0094	14/01/2013	Allianz Tyre & Rim Insurance Product Disclosure Statement and Policy Document.	
4	ACA.5006.0001.0066	3/02/2014	Allianz Tyre & Rim Insurance Product Disclosure Statement and Policy Document.	
5	ACA.5006.0001.0033	1/07/2014	Tyre & Rim Insurance Product Disclosure Statement and Policy Document.	18/10/2014
6	ACA.5006.0001.1507	1/07/2014	Tyre & Rim Insurance Product Disclosure Statement and Policy Document.	
7	ACA.5006.0001.0001	21/07/2016	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
8	ACA.5006.0001.0302	8/04/2009	Tyre & Rim Insurance Policy Document (Product Disclosure Statement)	
9	ACA.5006.0001.0274	10/09/2009	Tyre & Rim Insurance Policy Document (Product Disclosure Statement)	
10	ACA.5006.0001.0244	4/10/2012	Tyre & Rim Insurance Policy Document (Product Disclosure Statement)	01/09/2012
				18/10/2014
11	ACA.5006.0001.0210	1/09/2015	Tyre & Rim Insurance Policy Document (Product Disclosure Statement)	01/09/2012
				18/10/2014
12	ACA.5006.0001.0178	4/01/2016	Tyre & Rim Insurance Policy Document (Product Disclosure Statement)	
13	ACA.5006.0001.0362	2/12/2013	Audi Tyre and Rim Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014

#	Document ID	Document date	Document title	Supplementary PDS Date
14	ACA.5006.0001.0330	23/08/2016	Audi Tyre and Rim Cover Product Disclosure Statement and Policy Document	
15	ACA.5006.0001.0422	10/09/2009	Audi Tyre and Rim Cover Product Disclosure Statement and Policy Booklet	
16	ACA.5006.0001.0392	1/02/2014	Audi Tyre and Rim Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
17	ACA.5006.0001.0650	8/04/2009	BMW Financial Services Insurance Tyre & Rim Insurance Policy Document (Product Disclosure Statement)	
18	ACA.5006.0001.0594	10/09/2009	Policy Document and Product Disclosure Statement BMW Tyre & Rim Insurance.	
19	ACA.5006.0001.0622	10/09/2009	BMW Financial Services Insurance Tyre & Rim Insurance Policy Document (Product Disclosure Statement)	
20	ACA.5006.0001.0564	4/09/2012	BMW Tyre & Rim Insurance.	1/07/2012
21	ACA.5006.0001.0534	22/11/2012	BMW Tyre & Rim Insurance.	1/09/2012
22	ACA.5006.0001.0501	1/03/2014	BMW Tyre & Rim Insurance.	18/10/2014
23	ACA.5006.0001.0469	21/07/2016	BMW Tyre & Rim Insurance.	
24	ACA.5006.0001.0776	2/01/2012	Honda Tyre and Rim Policy Document and Product Disclosure Statement	
25	ACA.5006.0001.0711	1/03/2014	Honda Tyre and Rim Insurance Policy Document and Product Disclosure Statement	18/10/2014
26	ACA.5006.0001.0744	1/03/2014	Honda Tyre and Rim Policy Document and Product Disclosure Statement	
27	ACA.5006.0001.0678	2/11/2016	Honda Tyre and Rim Insurance Policy Document and Product Disclosure Statement	18/10/2014
28	ACA.5006.0001.0837	22/01/2015	Jaguar Tyre & Rim Insurance Product Disclosure Statement and Policy Document	18/10/2014
29	ACA.5006.0001.0804	2/11/2016	Jaguar Tyre & Rim Insurance Product Disclosure Statement and Policy Document	18/10/2014

#	Document ID	Document date	Document title	Supplementary PDS Date
30	ACA.5006.0001.0870	15/02/2017	Kia Tyre & Rim Insurance Product Disclosure Statement and Policy Document.	
31	ACA.5006.0001.0934	22/01/2015	Land Rover Tyre & Rim Insurance Product Disclosure Statement and Policy Document	18/10/2014
32	ACA.5006.0001.0902	4/01/2016	Land Rover Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
33	ACA.5006.0001.0967	23/02/2016	Mazda Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
34	ACA.5006.0001.0999	14/02/2012	Mercedes-Benz Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
35	ACA.5006.0001.1058	10/09/2009	Mini Tyre & Rim Insurance Policy Document and Product Disclosure Statement	
36	ACA.5006.0001.1086	10/09/2009	Mini Tyre & Rim Insurance Policy Document (Product Disclosure Statement)	
37	ACA.5006.0001.1025	19/06/2014	Mini Tyre & Rim Insurance Policy Document and Product Disclosure Statement	18/10/2014
38	ACA.5006.0001.1242	16/09/2011	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
39	ACA.5006.0001.1211	23/10/2012	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	1/09/2012
40	ACA.5006.0001.1146	1/07/2014	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	18/10/2014
41	ACA.5006.0001.1179	1/07/2014	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
42	ACA.5006.0001.1114	21/07/2016	Nissan Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
43	ACA.5006.0001.1340	16/09/2011	Tyre and Rim Insurance Policy	
44	ACA.5006.0001.1306	1/09/2015	Tyre and Rim Insurance Policy	01/09/2012
				18/10/2014
45	ACA.5006.0001.1274	14/04/2016	Tyre and Rim Insurance Policy	
	ACA.5006.0001.1477	23/07/2013	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	01/09/2012

#	Document ID	Document date	Document title	Supplementary PDS Date
46				18/10/2014
47	ACA.5006.0001.1444	1/06/2015	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	18/10/2014
48	ACA.5006.0001.1412	14/04/2016	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
49	ACA.5006.0001.1568	2/12/2013	Škoda Tyre and Rim Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
50	ACA.5006.0001.1536	23/08/2016	Škoda Tyre and Rim Cover Product Disclosure Statement and Policy Document	
51	ACA.5006.0001.1628	10/09/2009	Škoda Tyre and Rim Cover Product Disclosure Statement and Policy Document	
52	ACA.5006.0001.1598	1/02/2014	Škoda Tyre and Rim Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
53	ACA.5006.0001.1656	3/02/2015	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	18/10/2014
54	ACA.5006.0001.1689	3/02/2015	Product Disclosure Statement and Policy Document. Tyre & Rim Insurance	18/10/2014
55	ACA.5006.0001.1722	8/12/2015	Subaru Tyre and Rim Insurance Product Disclosure Statement and Policy Document	
56	ACA.5006.0001.1754	8/12/2015	Subaru Tyre and Rim Insurance Product Disclosure Statement and Policy Document	
57	ACA.5006.0001.1819	18/05/2012	Suzuki Tyre & Rim Insurance Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
58	ACA.5006.0001.1786	29/06/2015	Suzuki Tyre & Rim Insurance Product Disclosure Statement and Policy Document	18/10/2014
59	ACA.5006.0001.1881	13/01/2016	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014

#	Document ID	Document date	Document title	Supplementary PDS Date
60	ACA.5006.0001.1849	14/04/2016	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Document	
61	ACA.5006.0001.2012	10/09/2009	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Booklet	
62	ACA.5006.0001.1982	26/11/2012	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Document	1/09/2012
63	ACA.5006.0001.1951	1/02/2014	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
64	ACA.5006.0001.1916	1/08/2015	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Document	01/09/2012
				18/10/2014
65	ACA.5006.0001.2040	28/10/2016	Volvo Tyre and Rim Insurance Policy Document and Product Disclosure Statement	