

**IN THE SUPREME COURT OF VICTORIA AT MELBOURNE  
COMMERCIAL COURT  
GROUP PROCEEDINGS LIST**

**No. S ECI 2020 02853**

**BETWEEN**

**TRACY-ANN FULLER and another**

Plaintiffs

and

**ALLIANZ AUSTRALIA INSURANCE LIMITED (ACN 000 122 850) and  
another**

Defendants

**CLASS ACTION INFORMATION SUMMARY STATEMENT**

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Filed on behalf of: The Plaintiffs

Prepared by: Joint Solicitors for the Plaintiffs

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## ALLIANZ CLASS ACTION

TRACY-ANN FULLER & JORDAN WILKINSON V ALLIANZ AUSTRALIA INSURANCE LIMITED  
(ACN 000 122 850) & ALLIANZ AUSTRALIA LIFE INSURANCE LIMITED (ACN 076 033 782)

SUPREME COURT OF VICTORIA S ECI 2020 02853

### CLASS ACTION INFORMATION SUMMARY STATEMENT

#### 1 What is a class action?

Where at least seven or more people have claims that arise out of similar circumstances, a class action, (or “representative proceeding”) can be brought by one or more representative plaintiffs on their own behalf and on behalf of others, often called “group members”.

#### 2 What is the Allianz Class Action about?

The class action is against Allianz Australia Insurance Limited (**Allianz**) and Allianz Australia Life Insurance Limited (**Allianz Life**). It concerns “add-on” insurance products offered or issued by Allianz, or by Allianz and Allianz Life, which were presented and sold to consumers at or around the time they purchased a car or motorcycle from a vehicle dealership. These “add-on” insurance products included:

- (a) **Loan Protection Insurance** (also referred to as “Repayment Insurance” or “Consumer Credit Insurance”);
- (b) **Motor Equity Insurance** (also referred to as “Guaranteed Asset Protection Insurance”, “GAP insurance”, “Shortfall Insurance”, “Purchase Price Insurance” or “Value Protect Insurance”);
- (c) **Extended Motor Warranty**; and
- (d) **Tyre and Rim Insurance**.

The Allianz Class Action alleges that Allianz engaged in misleading or deceptive conduct and unconscionable conduct in relation to the issue of the “add-on” insurance products. It is also alleged that some group members purchased “add-on” insurance products in circumstances where they were mistaken as to key matters relating to the products as a result of the conduct of Allianz and/or the dealers acting on its behalf. Further, the class action alleges that Allianz by itself, or by the dealers acting on its behalf, gave personal advice to some group members and breached various obligations under the *Corporations Act 2001* (Cth) in relation to the giving of that advice. The Allianz Class Action seeks compensation for group members who bought these products and/or recovery of the amount of the premiums mistakenly paid for the products.

#### 3 Who is a group member in the Allianz Class Action?

You may be a group member if, at any time between 1 June 2006 and 27 September 2021, you:

- (a) purchased a car or motorcycle from a car dealership;
- (b) in conjunction with that purchase, purchased one or more “add on” insurance products issued by Allianz or Allianz and Allianz Life, or offered by Allianz on behalf of OnePath Life Limited (**OnePath**); and
- (c) became liable to pay or paid (directly or indirectly), a premium to either of Allianz or Allianz and Allianz Life for the “add on” insurance products.

A complete definition of Group Member is in paragraph 9 of the Consolidated Statement of Claim.

#### 4 What is the role and responsibility of the representative plaintiffs?

On 15 September 2021, the Supreme Court of Victoria ordered that the Allianz Class Action be consolidated with a similar class action against Allianz, being conducted by Maurice Blackburn on behalf of Mr Jordan Wilkinson (*Jordan Wilkinson v Allianz Australia Insurance Limited* S ECI 2020 04230). As a result, there are two representative plaintiffs: Ms Tracy-Ann

Fuller and Mr Wilkinson (**Plaintiffs**). The Plaintiffs have responsibility for the conduct of the Allianz Class Action on behalf of the group members and may give evidence during the Allianz Class Action.

## 5 **Who are the firms acting for the Plaintiffs?**

Johnson Winter & Slattery (**JWS**) and Maurice Blackburn act jointly for the Plaintiffs.

## 6 **How is the Allianz Class Action funded?**

### *JWS Retainer*

The Allianz Class Action was initially funded by Balance Legal Capital I UK Ltd (**Balance**) directly (**Balance Funding**) and was commenced by Ms Fuller, the first representative plaintiff (**Fuller Plaintiff**) on that basis. The Fuller Plaintiff has elected to enter into an arrangement and enter into a further Retainer that will enable her to make an application for a group costs order (**GCO**) (as explained below) (**JWS Retainer**).

While the Balance Funding has not terminated, the terms of the JWS Retainer govern the funding of the Allianz Class Action, insofar as they relate to the Fuller Plaintiff. We will notify group members of any changes to the funding arrangements, including reversion to the Balance Funding, in an updated Funding Information Statement.

The JWS Retainer provides that JWS will represent the Fuller Plaintiff in the Allianz Class Action, and will only be paid by the Fuller Plaintiff and group members for its fees and expenses incurred in the Allianz Class Action in the event of a (i) settlement of the proceeding and the recovery of the settlement sum from the defendant(s) or another party or part of them; or (ii) an award of damages in the Plaintiffs' favour in respect of the proceeding (including any appeal) (**Successful Outcome**).

JWS has been issued with a limited recourse loan by Balance (**Balance**) (**Loan**). This Loan allows JWS to provide the legal services and pay for any expenses over the course of the Allianz Class Action. Balance is not entitled to claim repayment of the Loan from JWS unless there is a Successful Outcome, and any amount paid to Balance will be limited to the amount ordered to be paid to JWS by the Court. Balance has no contractual recourse against the Plaintiffs or group members for repayment of its Loan with JWS. JWS will not be required to repay Balance for any amounts drawn under the Loan if there is not a Successful Outcome in the Allianz Class Action.

### *Maurice Blackburn retainer*

The second representative plaintiff, Mr Wilkinson (**Wilkinson Plaintiff**) retained Maurice Blackburn. Maurice Blackburn's no win no fee retainer agreement sets out the terms on which it is acting. Group members can ask to see a confidential copy of the retainer signed by the Wilkinson Plaintiff by contacting Maurice Blackburn.

The Wilkinson Plaintiff intends to make an application for a GCO in the Allianz Class Action (as explained below). If a GCO is made the terms of the GCO will prevail over the Maurice Blackburn retainer in accordance with Court orders.

## 7 **How legal fees and disbursements are charged**

If there is a successful outcome, then subject to Court order, JWS and Maurice Blackburn may be paid their fees and expenses incurred in the Allianz Class Action from any proceeds recovered on the Plaintiffs' and group members' behalf calculated using one of the following methods:

- (a) calculated using time based billing for professional fees, with expenses (for example, fees for experts and barristers and the costs of taking out insurance to cover payment of any costs order made in the Allianz Class Action) charged at cost; OR

- (b) the Plaintiffs may make an application for JWS and Maurice Blackburn as joint solicitors representing the Plaintiffs, to receive payment for their fees and expenses calculated as a percentage of the amount of any award or settlement. This is known as a GCO, where the liability for payment of the percentage is shared among the Plaintiffs and all group members. The percentage paid under the GCO is determined by the Court and the Court has the power to adjust the percentage at any time over the course of the Allianz Class Action, including on a successful outcome.

If the Allianz Class Action is not successful, all costs associated with it will be paid by JWS and Maurice Blackburn and the Plaintiffs and group members will not be required to pay anything to JWS or Maurice Blackburn.

Whether or not there is a successful outcome, group members cannot be pursued for any costs in relation to the Allianz Class Action because the law prevents this.

The Fuller Plaintiff has been given an indemnity by JWS which will cover any costs order made against her in the Allianz Class Action, and with the cost of taking out insurance to enable JWS to provide this indemnity forming part of the expenses.

**8 Has another class action been filed, or likely to be filed, by another law firm that relates to the same subject matter as the Allianz Class Action?**

No.

**9 Who can group members contact for further information about the Allianz Class Action?**

The best source of information about the Allianz Class Action is the Allianz Class Action websites: <https://www.allianzclassaction.com.au> and <https://www.mauriceblackburn.com.au/class-actions/current-class-actions/car-dealer-add-on-insurance-class-actions/>.

Group members may also contact Maurice Blackburn and JWS, at no cost, through one of the following:

**Email:** [allianzclassaction@jws.com.au](mailto:allianzclassaction@jws.com.au) and [addonclassaction@mauriceblackburn.com.au](mailto:addonclassaction@mauriceblackburn.com.au)  
**Post:** Johnson Winter & Slattery  
Allianz Class Action  
GPO Box 9831, MELBOURNE VIC 4001

## SCHEDULE OF PARTIES

**TRACY-ANN FULLER**

First Plaintiff

**JORDAN WILKINSON**

Second Plaintiff

and

**ALLIANZ AUSTRALIA INSURANCE LIMITED (ACN 000 122 850)**

First Defendant

**ALLIANZ AUSTRALIA LIFE INSURANCE LIMITED (ACN 076 033 782)** Second Defendant