



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

No. S ECI 2020 02853
Case: S ECI 2020 02853
Filed on: 16/11/2021 03:49 PM

B E T W E E N

TRACY-ANN FULLER

First Plaintiff

JORDAN WILKINSON

Second Plaintiff

-and-

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

First Defendant

ALLIANZ AUSTRALIA LIFE INSURANCE LIMITED (ACN 076 033 782)

Second Defendant

DEFENCE

Date of Document: 16 November 2021	Solicitors Code:	8469
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To the Plaintiffs' Consolidated Statement of Claim filed 27 September 2021 (**CSOC**), 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 CSOC adopted unless otherwise stated and without admission):

INTRODUCTION

1 They understand that paragraphs 1 to 8 of the CSOC summarise, at a high level (incapable of being helpfully responded to at a proper level), the allegations subsequently set out in the balance of the CSOC. They respond to the substance of each of the constituent aspects of that summary in the balance of the sections of this Defence. For the avoidance of doubt, subject to the admissions and positive allegations made in the balance of the

sections of this Defence (only), they deny each and every allegation in paragraphs 1 to 8 of the CSOC, and nothing that follows in this section of the Defence is intended to alter that position.

- 1A Further, the Defendants note that paragraphs 1 to 8, in their summary form, suffer the same deficiencies as the allegations pleaded in the balance of the CSOC (when the latter are taken together). Accordingly, the Defendants use the balance of this section of the Defence to note, in summary form, those deficiencies.
- 1B The CSOC advances six categories of allegations, each of which is misconceived. Those are:
- (a) the Plaintiffs and Group Members were not informed of a number of matters, including that the relevant products were optional to purchase, not a condition of obtaining finance, and would have no material financial value (the **Omission Allegations**) (at paragraph 78 of the CSOC);
 - (b) an “Express Representation” (defined at paragraph 82 of the CSOC) was made to a subset of Group Members (i.e. the “Express Representation Group Members” – neither Plaintiff alleges they are among them) that the purchase of one or more Add-On Insurance Product (**AOIP**) was necessary to obtain financing (the **Express Representation Allegations**);
 - (c) the Plaintiffs and Group Members purchased the AOIPs under one or more of the mistaken beliefs set out at paragraph 106 of the CSOC, including that it was necessary to purchase one or more AOIPs and that the products were suitable for them (the **Mistake Allegations**);
 - (d) the AOIPs had no material financial value (primarily by reference to the “Claims Loss Ratio” (at paragraph 19 of the CSOC)) or were not suitable for individual customers (the **Value Allegations**);
 - (e) the “Allianz Sales System” (defined at paragraph 4 of the CSOC) involved the sale of the AOIPs to the Plaintiffs and Group Members in one or more of a variety of circumstances (listed at paragraph 75 of the CSOC), such as where Dealers were

incentivised to sell the AOIPs but not permitted to provide personal advice (the **Sales System Allegations**); and

- (f) Dealers were taken to have provided personal advice to the Plaintiffs and some Group Members because a reasonable person might expect the Dealer to have considered one or more of the relevant Plaintiff or Group Member's "objectives, financial situation and needs", notwithstanding the provision of a General Advice Warning, among other matters (the **Personal Advice Allegations**).

Omission Allegations

- 1C The Defendants distributed the AOIPs to the Plaintiffs and Group Members through a general advice model. In doing so, the Defendants were subject to specific disclosure obligations. Yet the Plaintiffs make no complaint about any of the specific disclosures that the Defendants and Dealers were required to make in the PDSs, policy schedules, and other documentation provided to them.
- 1D In those circumstances, the Plaintiffs have mistakenly resorted to the misleading or deceptive conduct, unconscionability and personal advice provisions and, in doing so, ask the Court to impose a positive duty on the Defendants to disclose matters.
- 1E In any case, there was nothing in the Defendants' disclosures, including the relevant PDSs, which suggested that the purchase of an AOIP was mandatory. The Plaintiffs were provided with general advice warnings which identified that it was a matter for the customer to determine if the product was suitable for them; similarly, the loan documentation signed by both Plaintiffs specified, in accordance with the statutory requirement, that the loan insurance was optional.
- 1F Further, there was no statutory requirement to disclose Claims Loss Ratios in the PDSs, and it is not market practice to do so for any form of retail insurance. It follows that no legitimate expectation of disclosure on the part of the customer could arise. And, as stated below, such a metric would not, in any event, provide a meaningful description of the value of the insurance to the Plaintiffs or a particular Group Member. Otherwise, the terms and conditions of each of the AOIPs, including caps and restrictions on cover, were clearly set out in the PDS.

Express Representations

- 1G The Plaintiffs allege that Dealers made express representations to an undisclosed subset of Group Members that the purchase of one or more AOIPs was necessary to secure financing (at paragraph 82 of the CSOC). Neither Plaintiff makes such an allegation with respect to their own purchases.
- 1H These allegations are distinct to any others made in the CSOC. A Dealer making an express representation, in the course of a person's purchase of an AOIP, that acquiring an AOIP was a condition of the grant of finance, unless the representation was corrected, would engage in misleading or deceptive conduct in contravention of the provisions relied upon in the CSOC. Whether such an express representation was made to a particular Group Member would be determined entirely by the evidence specific to that individual's sales experience. Thus, the resolution of any other allegation made in the CSOC would do nothing to resolve an allegation that an express representation was made by a particular Dealer (and vice versa). Accordingly, the inclusion of these claims in a Group Proceeding under Part IVA of the *Supreme Court Act 1986* (Vic) (the **Supreme Court Act**) is inappropriate.

Mistake Allegations

- 1I The Plaintiffs' Mistake Allegations are premised largely on the same misconceptions as their claims of misleading or deceptive and unconscionable conduct. Further, the Mistake Allegations face the additional and significant hurdle of statutes of limitations, which bar the claims of all Group Members who acquired AOIPs prior to 7 July 2014.

Value case

- 1J The Value Allegations are misconceived because the AOIPs in fact provided value.
- 1K The Plaintiffs invoke the respective "Claims Loss Ratio" of each AOIP (although do not specify what they say the ratio was) as an indicator of the relevant AOIP's "financial value", particularly when compared with "other consumer-orientated general insurance products" (at subparagraph 21(b) of the CSOC). This involves a misconception of how the value of insurance can be measured and compared:

- (a) the Claims Loss Ratio does not indicate the value, or potential value, of an insurance product to a particular insured either prospectively or retrospectively. It does not follow that because a customer did not make a claim, the policy offered no value to that customer. Insurance offers protection against risks which may never eventuate – insureds purchase home insurance but do not complain if their home never burns down;
- (b) to that end, the AOIPs conferred both financial and non-financial benefits, including entitlement to indemnity for a number of possible eventualities, and peace of mind. A fundamental component of value to individual insureds is the peace of mind associated with having the relevant product, which is in no way reflected in the Claims Loss Ratio;
- (c) the Claims Loss Ratios for the AOIPs were only “low” when viewed against other classes of insurance which are not comparable (such as home and contents insurance). To the extent that there were similar AOIPs issued through Dealers in the market, these products had similar claims loss ratios. As such, the Plaintiffs seek to draw a false equivalency between the AOIPs and other classes of insurance, including those distributed through entirely different channels; and
- (d) Claims Loss Ratios take no account of expenses incurred in issuing, administering, distributing or promoting AOIPs. It does not follow that a product with a lower Claims Loss Ratio is more profitable than one with a higher Claims Loss Ratio. The AOIPs were thus priced by the Defendants in accordance with ordinary market pressures and competition.

Sales system

1L The Plaintiffs allege that the Allianz Sales System involved the sale of the AOIPs by Dealers in “one or more” of 17 circumstances, as set out at paragraph 75 of the CSOC. Thus there are innumerable permutations in which a Group Member could be said to have purchased an AOIP in accordance with the Allianz Sales System. As a consequence of how broadly the Plaintiffs have defined this system, the fact that a person was subject to

this system says practically nothing about whether they might have an actionable claim and indicates little more than that they purchased an AOIP through a Dealer.

- 1M Of the 17 circumstances listed, the Defendants either: (i) deny the particular circumstance existed (such as that the relevant AOIP had no material financial value (at subparagraph 75(h) of the CSOC)); or (ii) say that the circumstance is uncontroversial and merely an ordinary feature of distributing AOIPs through Dealers under a general advice model.

Personal Advice

- 1N The Personal Advice Allegations have no merit for several reasons:

- (a) Allianz issued the AOIPs under a general advice model: the Dealers were authorised only to provide general advice. The fact that only general advice was being provided was required to be disclosed through the issue of a “General Advice Warning”. Both Plaintiffs received that warning and acknowledged the receipt of that warning in writing;
- (b) it not being the case that Dealers did consider one or more of the Plaintiffs’ “objectives, financial situation and needs” within the meaning of s 766B(3)(a) of the Corporations Act, the Plaintiffs allege that a “reasonable person might expect” their Dealers “to have considered one or more of those matters” (within the meaning of s 766B(3)(b) of the Corporations Act (see subparagraphs 52(e) and 60(b) of the CSOC)). The Plaintiffs plead that such an expectation arose primarily because the Dealers obtained certain limited, personal information in assisting the Plaintiffs with obtaining a loan from a credit provider unrelated to Allianz. In doing so, the Plaintiffs seek, mistakenly, to conflate two distinct processes in order to impose obligations on the Defendants and Dealers with respect to the provision of personal advice. The two processes conflated by the Plaintiffs are:
 - (i) the obtaining of finance from a third party – a process with respect to which the Defendants have no involvement or obligations; and
 - (ii) the issuing of AOIPs by Allianz and Allianz Life (as well as OnePath Life for a limited subset of Loan Insurance products); and

- (c) further, there is a fundamental inconsistency in the Personal Advice Allegations with other allegations made by the Plaintiffs. While each Plaintiff alleges that they were not aware that they had purchased at least one AOIP, they nonetheless allege that the relevant Dealer made a recommendation or a statement of opinion concerning the Plaintiffs' purchase of their AOIPs. Of course, a person cannot have provided financial product advice with respect to a person's acquisition of a product they were not aware they purchased. This incongruity undermines the plausibility of either allegation.

10 The Defendants respond to the specific allegations they understand the Plaintiffs allege give rise to the right to relief claimed as follows in the balance of the sections of this Defence.

2-8 [Not used.]

A. PARTIES AND GROUP MEMBERS

Group Members

9 As to paragraph 9, they:

- (a) say that, given that it is not alleged in the CSOC that the Plaintiffs are Express Representation Group Members:
- (i) the Plaintiffs 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 CSOC; and
 - (ii) the Plaintiffs' commencement of this proceeding as a representative proceeding, on their own behalf and on behalf of Express Representation Group Members, is not in compliance with s 33C of the Supreme Court Act and it is in the interests of justice, within the meaning of s 33N of the Supreme Court Act, that the portion of this proceeding relating to the claims of Express Representation Group Members not continue;
- (b) otherwise deny that the allegations contained therein; and
- (c) say further that the balance of this Defence is subject to such denial.

- 10 As to paragraph 10, they:
- (a) refer to and repeat paragraph 9 above; and
 - (b) otherwise deny the allegations contained therein.
- 11 As to paragraph 11, they:
- (a) refer to and repeat paragraph 9 above; and
 - (b) otherwise deny the allegations contained therein.

The Plaintiffs

- 12 As to paragraph 12, they:
- (a) admit subparagraph 12(a);
 - (b) say that the First Plaintiff was a consumer within the meaning of s 12BC of the ASIC Act in relation to the Defendants' issuing of Ms Fuller's Add-On Insurance Products (as defined at subparagraph 51(c) of the CSOC) to the First Plaintiff and the provision of any general advice by Lansvale Holden (as defined at paragraph 45 of the CSOC) in respect of those products;
 - (c) deny that the First Plaintiff necessarily held total and permanent disability and death cover by reason of the matters alleged at subparagraph 12(c) of the CSOC; and
 - (d) otherwise do not admit the balance of paragraph.
- 13 As to paragraph 13, they:
- (a) admit subparagraph 13(a);
 - (b) say that the Second Plaintiff was a consumer within the meaning of s 12BC of the ASIC Act in relation to the Defendants' issuing of Mr Wilkinson's Add-On Insurance Products (as defined at subparagraph 58(f) of the CSOC) to the Second Plaintiff and the provision of any general advice by MCCPL (as defined at paragraph 54 of the CSOC) in respect of those products;
 - (c) deny that the Second Plaintiff necessarily held total and permanent disability and death cover by reason of the matters alleged at subparagraph 13(c) of the CSOC; and
 - (d) otherwise do not admit the balance of paragraph.

The Defendants

14 They admit paragraph 14.

15 They admit paragraph 15.

B. THE ADD-ON INSURANCE PRODUCTS

16 As to paragraph 16, they:

- (a) say that the AOIPs 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.

5 Annexure 5 to this Defence is a schedule of the PDS and policy documents for Loan Insurance issued by the First Defendant, for which the Trauma and Death component was issued by OnePath Life.

- (b) say that Loan Insurance as referred to at subparagraph 16(a) of the CSOC 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;

Particulars

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

- (c) as to subparagraph 16(b)(iv), say that the First Defendant offered Loan Insurance for which:

- (i) the Trauma and Death Component was provided by OnePath Life Limited (**OnePath Life**), although Allianz issued and administered the Trauma and Death Component on behalf of OnePath Life; and
- (ii) the Disability and Involuntary unemployment covers of this Loan Insurance were provided by the First Defendant; and

Particulars

Annexure 5 to this Defence is a schedule of the PDS and policy documents for Loan Insurance issued by the First Defendant, for which the Trauma and Death Cover component was issued by OnePath Life.

- (d) otherwise admit the allegations contained therein.

17 They admit paragraph 17.

18 As to paragraph 18, they:

- (a) admit that by reason of the matters pleaded in paragraphs 9(b), 9(c) and 14 to 16 of the CSOC, the First Defendant either dealt in or provided general financial product advice in respect of the AOIPs, and thereby:
 - (i) was, in trade or commerce, engaged in the supply of the financial service described by s 12BAB(1)(a) or s 12BAB(1)(b) of the ASIC Act to the Plaintiffs and the Group Members; and
 - (ii) provided financial services within the meanings of s 766A(1)(a), s 766A(1)(b), s 766B(4) or s 766C of the Corporations Act; and

- (b) otherwise deny the allegations contained therein.

Claims Loss Ratio of Add-On Insurance Products

19 As to paragraph 19, 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.

20 As to paragraph 20, they:

- (a) refer to and repeat paragraph 19 above; and
- (b) otherwise deny the allegations contained therein.

21 They say that paragraph 21 is impermissibly vague and embarrassing and, under cover of that objection, deny the allegations contained therein.

21A 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 AOIPs issued by the First or Second Defendant 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 AOIPs issued by the First or Second Defendant was comparable 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 AOIPs.

Particulars

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

C. THE REGULATORY REGIME

Allianz's AFSL obligations

22 As to paragraph 22, they:

- (a) admit that the First Defendant as the holder of the Allianz AFSL was, at all material times, required to comply with obligations imposed on it by s 912A of the Corporations Act;
- (b) say that s 961 of the Corporations Act came into effect on 1 July 2012; and
- (c) otherwise deny the paragraph.

23 As to paragraph 23, they:

- (a) admit that s 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 AOIPs; and

(b) otherwise deny the allegations contained therein.

24 They deny paragraph 24.

25 As to paragraph 25, they:

(a) admit that from time to time, during the Relevant Period, the First Defendant, and the Dealers as authorised representatives or agents of the First Defendant, engaged in conduct intended to influence persons to acquire AOIPs within the meaning of s 766B(1) of the Corporations Act; and

(b) otherwise deny the allegations contained therein.

Industry Codes of Practice

26 As to paragraph 26, 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 s 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 s 13 of the 2014 GICOP were binding on the First Defendant; and
- (f) otherwise deny the allegations contained therein.

27 They deny paragraph 27.

28 As to paragraph 28, they:

- (a) refer to and repeat paragraphs 26 and 27 above;
- (b) as to subparagraph 28(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 28(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 28(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 28(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 28(b)(i), say that the 2006 GICOP, 2010 GICOP and 2012 GICOP stated 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"*;

(g) as to subparagraph 28(b)(ii), say that the 2006 GICOP, 2010 GICOP and 2012 GICOP stated 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"*;

(h) as to subparagraph 28(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...";*

(i) rely on the full terms and effect of the 2006 GICOP, 2010 GICOP, 2012 GICOP and 2014 GICOP; and

(j) otherwise deny the allegations contained therein.

29 As to paragraph 29, they:

- (a) refer to and repeat paragraphs 22 to 28 above; and
- (b) otherwise deny the allegations contained therein.

D. THE ALLIANZ SALES SYSTEM

30 As to paragraph 30, they:

- (a) refer to and repeat paragraphs 31 to 41 below; and
- (b) say that:
 - (i) while Allianz implemented and operated sales systems that included:
 - (A) the sale of AOIPs by Dealers on behalf of Allianz as described at subparagraph 30(a) of the CSOC;
 - (B) the payment of commissions to Dealers in order to incentivise them to sell AOIPs;
 - (C) the provision of direction and training to Dealers regarding the sale of the AOIPs as stated in subparagraph 30(c) of the CSOC; and
 - (D) the provision of electronic systems to record sales made and commissions earned;

- (ii) the form and operation of those systems varied from time to time and across AOIPs and Dealers; and
- (c) otherwise deny the paragraph.

Dealers as authorised representatives of Allianz

- 31 They admit paragraph 31.
- 32 They admit paragraph 32.
- 33 As to paragraph 33, they:
 - (a) refer to and repeat paragraph 16 above; and
 - (b) admit the allegations contained therein.

Commissions and Incentives

- 34 They admit paragraph 34.
- 35 As to paragraph 35, they:
 - (a) say that volume-based incentives were paid to some Dealers only; and
 - (b) otherwise deny the allegations contained therein.
- 36 As to paragraph 36, they:
 - (a) refer to and repeat paragraph 35 above; and
 - (b) are unable to plead to the allegation in its present state as the remuneration arrangements of all Dealers, at all material times, are not matters within their knowledge and, under cover of that objection, otherwise deny the allegations contained therein.
- 37 As to paragraph 37, they:
 - (a) refer to and repeat paragraphs 34 to 35 above;
 - (b) admit that the First Defendant put in place commission arrangements with Dealers to attempt, among other things, to incentivise Dealers to offer AOIPs; 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.

38 As to paragraph 38, they:

(a) refer to and repeat paragraph 40A below; and

(b) otherwise deny the allegations contained therein.

39 As to paragraph 39, they:

(a) refer to and repeat paragraphs 40A, 49, 60 and 75 below; and

(b) otherwise deny the allegations contained therein.

Training for Dealers

40 They admit paragraph 40.

40A They say further that the First Defendant developed and provided training, instruction and monitoring of the Dealers for the promotion and selling of the AOIPs to the Dealers' customers in compliance with applicable law.

Electronic Sales System

41 They admit paragraph 41.

Sales System deficiencies

42 As to paragraph 42, they:

(a) admit that Allianz was aware of those matters, except for the matter set out at subparagraph 42(d)(ii);

(b) as to subparagraphs 42(c) to 42(d), say that Dealers were not acting as authorised representatives of Allianz in arranging finance;

(c) admit that Allianz was aware that some customers, as employees, might have had income protection insurance, total and permanent disability cover, death and/or trauma cover through membership of their superannuation funds; and

(d) otherwise deny the allegations contained therein.

43 As to paragraph 43, they:

(a) refer to and repeat paragraph 40A above; and

(b) otherwise deny the allegations contained therein.

44 As to paragraph 44, they:

- (a) refer to and repeat paragraph 40A above; and
- (b) otherwise deny the allegations contained therein.

E. CLAIMANT'S PURCHASES OF ADD-ON INSURANCE PRODUCTS

Ms Fuller's purchases - 14 December 2015

45 As to paragraph 45, they:

- (a) say that the First Defendant entered into an Authorised Representative Agency Agreement with ACM Liverpool Pty Ltd (**Lansvale Holden**) on 14 May 2008,

Particulars

- 1 Agreement titled "Authorised Representative Agency Agreement" dated 14 May 2008 between ACM Liverpool Pty Ltd and the First Defendant.
- 2 Letter from Allianz to Lansvale Holden dated 4 September 2008.
- 3 Letter from Allianz to Lansvale Holden dated 20 November 2008.
- 4 Letter from Allianz to Lansvale Holden dated 11 May 2009.
- 5 Variation Agreement to Corporate Authorised Representative Agreement dated 10 April 2012.
- 6 Letter from Allianz to Lansvale Holden dated 25 June 2015.
- 7 Letter from Allianz to Lansvale Holden dated 7 April 2016.
- 8 Variation Agreement to Corporate Authorised Representative Agreement dated 14 December 2016, executed by Lansvale Holden on 21 November 2016.
- 9 Letter from Allianz to Lansvale Holden dated 18 January 2017.
- 10 Variation Agreement to Corporate Authorised Representative Agreement dated 31 May 2017, with effect from 1 July 2017.

- 11 Fourth Variation Agreement to Corporate Authorised Representative Agreement dated 22 June 2018, with effect from 1 May 2018.
- 12 Letter from Allianz to Lansvale Holden dated 16 July 2018.
- 13 Letter from Allianz to Lansvale Holden dated 11 June 2019.
- 14 Letter from Allianz to Lansvale Holden dated 26 August 2019.

(together, the **Lansvale Holden Agreements**); and

- (b) admit the allegations contained therein.

46 As to paragraph 46, they:

- (a) refer to and repeat paragraph 42 above;
- (b) say that:
 - (i) Lansvale Holden was an authorised representative and agent of Allianz to the extent that the activities undertaken by Lansvale Holden were within the scope of its appointment as agent and authorised representative under the Lansvale Holden Agreements; and
 - (ii) they rely on the terms of the Lansvale Holden Agreements for their full force and effect; and
- (c) otherwise deny paragraph 46.

47 As to paragraph 47, they:

- (a) say that the First Plaintiff attended the Vehicle dealership operated by Lansvale Holden on 12 and 14 December 2015;
- (b) say that the price of the 2015 Holden Trax LTZ (**Holden Trax LTZ**) before discount was \$25,900, as recorded in the invoice issued by Lansvale Holden to the First Plaintiff on 14 December 2015;

Particulars

Vehicle Tax Invoice issued by Lansvale Holden dated 14 December 2015.

- (c) say that the First Plaintiff paid a settlement amount of \$1,000 on 14 December 2015;

Particulars

Vehicle Tax Invoice issued by Lansvale Holden dated 14 December 2015.

- (d) say that the First Plaintiff requested that Lansvale Holden arrange a loan to facilitate the purchases of the Holden Trax LTZ, "consumer credit insurance", and "shortfall insurance" and entered into a loan agreement with Westpac Banking Corporation on 14 December 2015; and

Particulars

Fixed Rate Loan Agreement Details dated 14 December 2015
(**Fuller Loan Agreement Details**) initialled by the Plaintiff; and the
Fixed Rate Loan Agreement Standard Terms Version 01 March
2015 (**March 2015 - Standard Terms**).

- (e) say that the First Plaintiff purchased the Holden Trax LTZ, Prestige Motor Insurance, and the Ms Fuller's Add-On Insurance Products on 14 December 2015;

Particulars

Vehicle Tax Invoice issued by Lansvale Holden dated 14 December 2015.

The Loan Insurance policy schedule initialled by the First Plaintiff and dated 14 December 2015.

The Motor Equity Insurance policy schedule initialled by the First Plaintiff and dated 14 December 2015.

The Tyre and Rim Insurance policy schedule initialled by the First Plaintiff and dated 14 December 2015.

- (f) otherwise deny the allegations contained therein.

48 As to paragraph 48, they:

- (a) repeat paragraphs 42 and 46 above;
(b) say that:

- (i) Lansvale Holden obtained the information referred to at subparagraph 48(b) of the CSOC while acting as the representative of St. George Bank; and

Particulars

Declaration to Fixed Rate Loan Agreement Details dated 14
December 2015 and signed by the First Plaintiff.

- (ii) the Fuller Loan Agreement Details recorded that the First Plaintiff:
 - (A) was a casual employee of Work Force Australia;
 - (B) had a monthly wage of \$3,713.00;
 - (C) was renting accommodation;
 - (D) had total assets comprising \$4,000 of cash on hand and \$30,000 of house contents; and
 - (E) had no credit card liabilities; and
- (c) otherwise deny the paragraph.

49 As to paragraph 49, they:

- (a) refer to and repeat paragraphs 42 and 48 above and paragraphs 50, 75 and 78 below;
- (b) say that:
 - (i) the First 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 PDSs and a Financial Services Guide (**FSG**) to make an informed decision as to which, if any, products she wished to purchase, on 12 December 2015 (being two days prior to her purchase of the Ms Fuller's Add-On Insurance Products);

Particulars

The Defendants repeat the particulars subjoined to subparagraph
50(f)(ii) below.

- (ii) the FSG provided to the First 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.

- (iii) the "Dealer Checklist– Face to Face Interactions" for Loan Protection Insurance Sales" as signed and completed by Cuong Pham indicated that the steps of providing the General Advice Warning and "Explain the Cover", including that there are three types of CCI Insurance available, including "Death and Trauma Cover", "Disability Cover" and "Involuntary Unemployment Cover", were undertaken;

Particulars

Dealer Checklist– Face to Face Interactions" for Loan Protection Insurance Sales dated 12 November 2015 .

- (iv) the table of repayment options signed by the First Plaintiff provided that:
- (A) she understood that: "only general advice has been given"; and
 - (B) 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"; and

Particulars

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

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

- (v) the PDS and policy document for Loan Insurance as provided to the First Plaintiff on 12 December 2015 contained language to the following effect:

- (A) *“Not everything is covered by this insurance and there are limitations. It is important that you read this document carefully, so that you can understand what we cover and the limitations.”*; and

Particulars

Loan Insurance Product Disclosure Statement and Policy
Document preparation date 1 October 2015, page 7.

- (B) *“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”*; and

Particulars

Loan Insurance Product Disclosure Statement and Policy Document
preparation date 1 October 2015, page 9.

- (c) otherwise deny the allegations contained therein.

50 As to paragraph 50, they:

- (a) refer to and repeat paragraphs 42 and 48 above;
(b) as to subparagraph 50(b), they:
(i) say that maintaining insurance with respect to the Holden Trax LTZ was a term of the loan agreement entered into by the First Plaintiff; and

Particulars

See page 15 at subheading “Insurance” in the March 2015 –
Standard Terms.

- (ii) otherwise do not admit subparagraph 50(b) as the statements made by
Lansvale Holden to the First Plaintiff are not within their knowledge;
(c) admit subparagraph 50(c);

- (d) do not admit subparagraph 50(d) as the statements made by Lansvale Holden to the First Plaintiff are not within their knowledge;
- (e) as to subparagraph 50(e), say that:
 - (i) the Fuller Loan Agreement Details signed by the First Plaintiff listed the cost of the Consumer Credit Insurance as \$3,734.06 and the cost of the "shortfall insurance" as \$1,595.00;

Particulars

Fixed Rate Loan Agreement Details dated 14 December 2015.

- (ii) the First Plaintiff signed an acknowledgement in her Fuller Loan Agreement Details 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

Fuller Loan Agreement Details dated 14 December 2015 initialled by the First Plaintiff.

- (iii) the First Plaintiff signed a table of repayment options relating to a loan **(Table of Options)** which:
 - (A) stated 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";

Particulars

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

- (B) contained 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 AOIP; 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.*"

- (C) indicated 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", being an option that included "Motor Equity Cover";

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) as to subparagraphs 50(f) to 50(h):
- (i) repeat and rely on subparagraph 50(e) above;
 - (ii) say that the First 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 on 12 December 2015, being two days prior to her purchase of Ms Fuller's Add-On Insurance Products (which did not include Extended Warranty);

Particulars

- 1 Customer declaration dated 12 December 2015 signed by the First 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 First Plaintiff, which provided that she confirm 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**); and
 - (e) where applicable, a policy document or warranty booklet.
- (iii) say that the loan agreement signed by the First 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 First Plaintiff.

- (iv) as to the First Plaintiff's Loan Insurance policy, say that:
- (A) the welcome letter dated 14 December 2015 initialled by the First Plaintiff stated: *"Welcome and thank you for choosing Allianz Australia. It's my pleasure, on behalf of Allianz Australia, to be able to offer you Loan Protection Insurance. To ensure you have full cover you will need to make your premium payment of \$3,734.06"* and enclosed the PDS and SPDS;

- (B) the Loan Insurance policy schedule initialled by the First Plaintiff asked her to check the information in the schedule and the policy document to ensure that the cover was appropriate for her; and
- (C) the customer declaration in the Loan Insurance policy schedule was signed by the First Plaintiff and dated 14 December 2015, and which included a number of declarations, including:
 - (aa) that the First Plaintiff had “Properly Completed” her application for the insurance;
 - (ab) 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;
 - (ac) that she understood that there are terms, conditions, exclusions and limitations that apply to the cover; and
 - (ad) that she understood that any cover the insurer agreed to provide was in accordance with the terms and conditions of the PDS and schedule;
- (v) as to the First Plaintiff’s Tyre and Rim Insurance policy, say that:
 - (A) the welcome letter dated 14 December 2015 initialled by the First Plaintiff enclosed the PDS and SPDS and stated: “*Welcome and thank you for choosing Allianz. It is my pleasure, on behalf of Allianz, to be able to offer you Tyre and Rim Insurance. To ensure you have full cover you will need to make your premium payment of \$480.00.*”;
 - (B) the Tyre and Rim Insurance policy schedule initialled by the First Plaintiff included a cash payment of \$480; and
 - (C) the Tyre and Rim Insurance policy schedule initialled by the First Plaintiff asked her to check the information in the schedule and the Policy Document to ensure that the cover was appropriate for her;
- (vi) as to the First Plaintiff’s Motor Equity Insurance policy, say that:
 - (A) the welcome letter enclosed the PDS and SPDS; and

(B) the Motor Equity Insurance policy schedule initialled by the First Plaintiff asked her to check the information in the schedule and the Policy Document to ensure that the cover was appropriate for her; and

(g) otherwise deny the paragraph.

51 As to paragraph 51, they:

(a) refer to and repeat paragraph 47 above;

(b) as to subparagraph 51(a), say that a "Net amount financed" of \$27,938.99 and an origination fee of \$770 is listed in the Fuller Loan Agreement Details as payable to Lansvale Holden;

(c) as to subparagraph 51(b), say that Fuller Loan Agreement Details listed the following as payable to Allianz Australia Limited:

(i) \$3,734.06 for "consumer credit insurance for a term of 60 months"; and

(ii) \$1,595 for "shortfall insurance for a term of 60 months";

(d) as to subparagraph 51(c):

(i) admit that the First Plaintiff paid \$480.00 for the Tyre and Rim Insurance (policy number 108E108705TRI) (including \$40.03 GST); and

Particulars

The Defendants refer to the Tyre and Rim Insurance policy schedule initialled by the First 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 First Plaintiff.

(ii) otherwise deny the subparagraph;

(e) as to subparagraph 51(d), say that the Fuller Loan Agreement Details:

(i) listed an "establishment fee" of \$399 as payable to "St. George Bank" and \$6.80 as payable "for registration of security interest" to the "Personal Properties Securities Registrar"; and

(ii) listed "Total ITC" of \$52.50 to be deducted from the "Total Amount Financed";

- (f) as to subparagraph 51(e), say that the Fuller Loan Agreement Details listed the number of weekly repayments of \$166.71 as 260, and the number of weekly repayments of \$167.66 as one; and
- (g) otherwise deny the allegations contained therein.

52 As to paragraph 52, they:

- (a) refer to and repeat paragraphs 45 to 51 above;
- (b) say that the allegation that Lansvale Holden made a recommendation or a statement of opinion to the First Plaintiff concerning Ms Fuller's Add-On Insurance Products is inconsistent with the Plaintiffs' apparent allegation at subparagraph 50(h) of the CSOC that the First Plaintiff purchased the Loan Insurance (including Trauma and Death Cover) and Tyre and Rim Insurance unknowingly; and

Particulars

Letter from JWS and Maurice Blackburn to KWM dated 9
November 2021.

- (c) otherwise deny the allegations contained therein.

53 As to paragraph 53, they:

- (a) refer to and repeat paragraph 42 above;
- (b) as to subparagraph 53(a), admit that Lansvale Holden was acting within the scope of its apparent authority as authorised representative of the First Defendant in selling Ms Fuller's Add-On Insurance Products;
- (c) say that subparagraph 53(b) is impermissibly vague and embarrassing and, under cover of that objection, deny the allegations therein;
- (d) as to subparagraph 53(c):
 - (i) refer to and repeat paragraphs 49 and 52 above; and
 - (ii) otherwise deny the subparagraph;
- (e) as to subparagraph 53(d):
 - (i) refer to and repeat paragraph 49 above; and
 - (ii) otherwise deny the subparagraph;
- (f) as to subparagraph 53(e), refer to and repeat paragraph 78 below;

- (g) do not know and so cannot plead to subparagraph 53(f); and
- (h) otherwise deny the allegations contained therein.

Mr Wilkinson's purchases - 11 July 2015

54 As to paragraph 54, they:

- (a) say that the First Defendant entered into:
 - (i) a Corporate Authorised Representative Agreement with Melbourne's Cheapest Cars Pty Ltd (A.C.N 086 996 036) (**MCCPL**) ATF the Abelnica Trust on 6 July 2009, as amended from time to time; and

Particulars

- 1 Corporate Authorised Representative Agency Agreement (Retail Motor) dated 6 July 2009, executed by MCCPL on 3 July 2009.
- 2 Corporate Authorised Representative Agency Agreement (Retail Motor) dated 18 October 2012, executed by MCCPL on 18 October 2012, with effect from 4 July 2012.
- 3 Variation Agreement to Corporate Authorised Representative Agreement (Retail Motor) dated 12 November 2012.
- 4 Variation Agreement to Corporate Authorised Representative Agreement (Retail Motor) dated 17 April 2015.
- 5 Letter from Allianz to MCCPL dated 18 January 2017.
- 6 Variation Agreement to Corporate Authorised Representative Agreement (Retail Motor) dated 18 May 2017, with effect from 1 July 2017.
- 7 Letter from Allianz to MCCPL dated 19 June 2017.
- 8 Letter from Allianz to MCCPL dated 16 July 2018.
- 9 Letter from Allianz to MCCPL dated 28 August 2018.
- 10 Letter from Allianz to MCCPL dated 11 June 2019.

- (ii) a Corporate Authorised Representative Agreement (Consumer Credit Insurance) with MCCPL ATF the Abelnica Trust on 6 July 2009, as amended from time to time,

Particulars

- 1 Corporate Authorised Representative Agency Agreement (Consumer Credit Insurance) dated 6 July 2009, executed by MCCPL on 3 July 2009.
- 2 Corporate Authorised Representative Agency Agreement (Consumer Credit Insurance) dated 18 October 2012, executed by MCCPL on 18 October 2012, with effect from 4 July 2012.
- 3 Variation Agreement to Corporate Authorised Representative Agreement (Consumer Credit Insurance) dated 17 April 2015.
- 4 Letter from Allianz to MCCPL dated 7 April 2016.
- 5 Letter from Allianz to MCCPL dated 26 August 2019.

(together, the **MCCPL Agreements**); and

- (b) admit the allegations contained therein.

55 As to paragraph 55, they:

- (a) refer to and repeat paragraph 42 above;

- (b) say that:

- (i) MCCPL was an authorised representative and agent of the First Defendant to the extent that the activities undertaken by MCCPL were within the scope of its appointment as agent and authorised representative under the MCCPL Agreements; and
- (ii) they rely on the terms of the MCCPL Agreements for their full force and effect; and

- (c) deny the allegations contained therein.

56 As to paragraph 56, they:

- (a) say that the Second Plaintiff attended the Vehicle dealership operated by MCCPL on 11 July 2015 and otherwise do not admit subparagraph 56(a);
- (b) as to subparagraphs 56(b) and 56(c), say that the Second Plaintiff requested that MCCPL arrange a loan to finance the purchase of the Falcon, "Consumer Credit Insurance", and "Mechanical Breakdown Insurance", and entered into a loan agreement with Australia and New Zealand Banking Group Limited, trading as Esanda (Australian Credit Licence Number 234527); and

Particulars

Esanda Loan Contract dated 11 July 2015 as signed by the Second Plaintiff (**Wilkinson Loan Contract**).

- (c) otherwise do not admit the allegations contained therein.

57 As to paragraph 57, they:

- (a) repeat paragraphs 42 and 55 above;
- (b) admit subparagraphs 57(a) and 57(b) and say that MCCPL obtained the information referred to while acting as the representative of Esanda, a division of ANZ;

Particulars

Esanda Representative Applicant Statement dated 11 July 2015 as signed by the Second Plaintiff.

- (c) as to subparagraph 57(c), say that they do not know and cannot admit the allegations therein; and
- (d) otherwise deny the allegations contained therein.

58 As to paragraph 58, they:

- (a) refer to and repeat paragraphs 56 and 57 above and 59 and 60 below;
- (b) admit subparagraphs 58(b) and 58(c);
- (c) admit subparagraph 58(d);
- (d) as to subparagraph 58(e), say that Wilkinson Loan Contract specified the matters listed at subparagraphs 58(e)(i) to (iv), among other matters, and otherwise do not admit the subparagraph;
- (e) as to subparagraphs 58(f) to 58(j), say that:

- (i) the Cheapest Cars Customer Declaration as signed by the Second Plaintiff on 11 July 2015 indicated that the purchase of Loan Insurance and Motor Equity Insurance had been accepted by the Second Plaintiff by the circling of the words "I/We ACCEPT" for each insurance product;

Particulars

The Cheapest Cars Customer Declaration signed by the Second Plaintiff on 11 July 2015.

- (ii) the Wilkinson Loan Contract specified the total amount of credit as \$22,896.00, as including \$2,341.22 for Consumer Credit Insurance and \$745.00 for Shortfall Insurance as payable to "Allianz Ins – Esanda Badged"; and

Particulars

Page 2 of Wilkinson Loan Contract, as initialled by the Second Plaintiff.

- (iii) the Wilkinson Loan Contract, as signed by the Second Plaintiff, contained the following warning on the signature page: "*You do not have to take out consumer credit insurance unless you want to*"; and

Particulars

Page 3 of Wilkinson Loan Contract, as signed by the Second Plaintiff.

- (f) otherwise deny the allegations contained therein.

59 As to paragraph 59, they:

- (a) as to subparagraphs 59(a) to 59(c), say that the Wilkinson Loan Contract listed the following amounts under the heading "Disbursement of Amount of Credit (Loan)":
 - (i) \$19,453.30 to be paid to the Dealer;
 - (ii) \$2,341.22 to be paid to "Allianz Ins. -Esanda badged" for Consumer Credit Insurance;
 - (iii) \$745 to be paid to "Allianz Ins. -Esanda badged" for Shortfall Insurance;

- (iv) \$350 to be paid to the Credit Provider for the "Establishment Fee & Cash/Cheque Payment Charge"; and
- (v) \$6.80 to be paid to the "Relevant Government Authority" for "Registration of Credit Provider's Interest (Mortgage)";
- (b) as to subparagraph 59(d), say that:
 - (i) the Wilkinson Loan Contract listed in the Schedule at page 1:
 - (A) 130 fortnightly repayments of \$252.87;
 - (B) "Annual Percentage Rate" as 14.9909%; and
 - (C) an estimate of \$9,676.48 accruing in interest; and
 - (ii) the Wilkinson Loan Contract listed in the Schedule at section F "Total Ascertainable Credit Fees and Charges" as \$657.10;
- (c) say that they are unaware of, and thus cannot plead to, the terms of the relevant loan contract; and
- (d) otherwise do not admit the paragraph.

60 As to paragraph 60, they:

- (a) refer to and repeat paragraphs 57 to 59 above;
- (b) say that the allegation that MCCPL made a recommendation or a statement of opinion to the Second Plaintiff concerning Mr Wilkson's Add-On Insurance Products is inconsistent with the Plaintiffs' allegation at paragraphs 58(j) of the CSOC that the Second Plaintiff purchased the Loan Insurance and the Motor Equity Insurance unknowingly;

Particulars

Letter from JWS and Maurice Blackburn to KWM dated 9
November 2021.

- (c) say further that:
 - (i) the Cheapest Cars Customer Declaration as signed by the Second Plaintiff on 11 July 2015, stated:
 - (A) *"We are obligated by law under the Corporations Act 2001 to assist you in deciding whether to use any of the financial services we*

provide and to give you general information to help you decide, but cannot advise you on whether the terms are specifically appropriate for your individual objectives, financial situation or needs”; and

- (B) *“I/We acknowledge that we have been provided with a General Advice Warning and have received sufficient information by way of a Product Disclosure Statement and our Financial Services Guide to make an informed decision as to which, if any of the above products [being Motor Equity Insurance, Loan Protection Insurance, Comprehensive Motor Equity Insurance and Extended Warranty Insurance] I/We wish to purchase.”;*

Particulars

The Cheapest Cars Customer Declaration signed by the Second Plaintiff on 11 July 2015.

- (ii) the Esanda Representative Applicant Statement signed by the Second Plaintiff on 11 July 2015 stated: *“I confirm the dealer has advised me that: • the dealer is acting as a representative of Esanda, a division of ANZ, and in that capacity is assisting me to apply for credit with Esanda; • the dealer is not acting on my behalf as my agent in connection with the finance and does not owe me any duties in respect of the finance;”*
- (iii) the LPI PDS dated 8 November 2010 as provided to the Second Plaintiff stated: *“The information provided is of a general nature and does not take into account your personal needs and financial circumstances. You should consider the appropriateness of the advice, having regard to your objectives, financial situation and needs” (page 2);*
- (iv) the MEI PDS dated 25 February 2014 as provided to the Second Plaintiff stated *“...The information provided in this PDS is of a general nature and does not take into account your personal needs and financial circumstances. You should consider the appropriateness of the information,*

having regard to your objectives, financial situation and needs” (page 24);
and

- (v) the FSG provided to the Second Plaintiff on 11 July 2015 included the following 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”*; and

Particulars

FSG from MCCPL dated 22 October 2012.

- (d) otherwise deny the allegations contained therein.

61 As to paragraph 61, they:

- (a) refer to and repeat paragraph 55 above;
- (b) as to subparagraph 61(a), admit that MCCPL was acting within the scope of its apparent authority as authorised representative of the First Defendant in the sale of Mr Wilkinson's Add-On Insurance Products;
- (c) say that subparagraph 61(b) is impermissibly vague and embarrassing and, under cover of that objection, deny the allegations therein;
- (d) as to subparagraph 61(c), refer to and repeat paragraph 60 above and deny the subparagraph;
- (e) as to subparagraph 61(d), refer to and repeat paragraph 78 below;
- (f) do not know and so cannot plead to subparagraph 61(e); and
- (g) otherwise deny the allegations contained therein.

Group Members' purchases of Add-On Insurance Products

62 As to paragraph 62, they:

- (a) refer to and repeat paragraph 42 above; and
- (b) otherwise admit the allegations contained therein.

63 As to paragraph 63, they:

- (a) say that no Dealers were authorised representatives of the Second Defendant; and
- (b) otherwise admit the paragraph.

Financed Group Members

64 They admit paragraph 64.

65 They admit paragraph 65.

Recommendation Group Members

66 As to paragraph 66, they:

- (a) refer to and repeat paragraph 42 above;
- (b) admit that at least some of the Group Members provided to the Dealers:
 - (i) the Group Member's income, assets and liabilities; and
 - (ii) whether the Group Member was an employee with a regular income;
- (c) say further that:
 - (i) Dealers were not acting as authorised representatives of the Defendants when assisting the Plaintiffs and Group Members with obtaining finance and any Personal Circumstances Information provided to the Dealers in such instances was not provided to Dealers as authorised representatives of the Defendants; and
 - (ii) the nature and extent of the Personal Circumstances Information (if any) provided by a Group Member to a Dealer is liable to differ as between each Group Member; and;
- (d) otherwise do not admit paragraph 66.

67 As to paragraph 67, they:

- (a) do not admit subparagraph 67(a)(i); and
- (b) refer to and repeat paragraph 42 above and subparagraph 75(i) below;
- (c) say further that the matters which each Dealer knew or ought to have known is liable to differ as between each Group Member depending upon the Personal Circumstances Information (if any) disclosed by each Group Member; and
- (d) otherwise deny the paragraph.

68 As to paragraph 68, they:

- (a) refer to and repeat paragraphs 44, 66 and 67 above;
- (b) as to subparagraph 68(a):
 - (i) say that any allegation that a Dealer made a recommendation or a statement of opinion to a Recommendation Group Member concerning their AOIPs is inconsistent with the Plaintiffs' apparent allegations at subparagraphs 43(d), 44(b) and 106(a) of the CSOC that the Group Member purchased the product unknowingly; and
 - (ii) deny paragraph 68(a); and
- (c) as to subparagraph 68(b):
 - (i) deny the allegations therein;
 - (ii) say that a reasonable person who attended a car dealership for the purpose of buying or leasing a car would generally not expect a Dealer to have considered the matters alleged in subparagraph 68(b) in the absence of an express statement to the contrary;
 - (iii) say that, to the extent Dealers provided oral general advice to the Plaintiffs or Recommendation Group Members in respect of the AOIPs, 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 Corporation (General Advice Warning) Instrument 2015/540* (Cth) dated 18 August 2015.
- 2 The CSOC does not allege this oral general advice warning was not provided to the Plaintiffs or Group Members.

- (iv) say that some Group Members received a written warning regarding the provision of general advice of the kind provided to the Plaintiffs (as referred to at subparagraphs 49(b) and 60(c) above);
- (v) say that, by offering to arrange the issuance of a financial product to the person, Dealers were required to provide:
 - (A) a PDS to retail clients at or before the time the Dealer offered to issue the AOIP;

Particulars

Corporations Act s 1012B.

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

Particulars

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

- (C) rely on the terms of the PDSs and FSGs for their full force and effect.

Particulars

The Defendants repeat the particulars subjoined to paragraph 16(a) above.

69 As to paragraph 69, they:

- (a) refer to and repeat paragraph 42, and admit each Dealer in arranging the issuance of the AOIPs to the Recommendation Group Members was acting within the scope of its apparent authority as an authorised representative of Allianz;
- (b) say that subparagraph 69(b) is impermissibly vague and embarrassing and, under cover of that objection, deny the allegations therein;
- (c) deny subparagraph 69(c);
- (d) as to subparagraph 69(d), refer to and repeat paragraph 68(c) above and deny the allegations therein;
- (e) as to subparagraph 69(e):
 - (i) refer to and repeat paragraphs 53, 61 above and 78 below; and

- (ii) say that the extent to which:
 - (A) each Recommendation Group Member was or was not informed of matters the subject of the non-disclosure pleaded at paragraph 78 of the CSOC; and
 - (B) those matters had or would have had relevance to a particular Recommendation Group Member,depends on all of the individual circumstances of each Recommendation Group Member and in which each Recommendation Group Member acquired the relevant AOIPs;
- (f) as to subparagraph 69(f):
 - (i) do not admit the paragraph; and
 - (ii) say that the allegation therein depends on the individual circumstances in which each Recommendation Group Member agreed to purchase an AOIP; and
- (g) otherwise deny the allegations therein.

F. PERSONAL ADVICE CONTRAVENTIONS

70 They deny paragraph 70.

71 As to paragraph 71, they:

- (a) refer to and repeat paragraphs 78 to 81 below; and
- (b) deny the allegations therein.

72 As to paragraph 72, they:

- (a) say that allegation therein depends on the individual circumstances of the Plaintiffs and each Group Member; and
- (b) deny the allegation therein.

73 They deny paragraph 73.

74 As to paragraph 74, they:

- (a) refer to and repeat paragraphs 72 and 73;
- (b) deny that the Plaintiffs and Group Members are entitled to the recovery of profits as alleged or at all; and

- (c) otherwise deny the allegations therein.

G. MISLEADING OR DECEPTIVE CONDUCT

Material non-disclosures

75 As to paragraph 75, they:

- (a) as to subparagraph 75(a), refer to and repeat paragraphs 22 to 29 and 40A above;
- (b) as to subparagraph 75(b), say that the price of the AOIPs could be negotiated by the Plaintiffs and Group Members;
- (c) as to subparagraph 75(c), admit that the Plaintiffs and Group Members were offered AOIPs in circumstances where they had gone to the dealership for the purpose of potentially purchasing a vehicle;
- (d) as to subparagraph 75(d), rely on the terms of the AOIPs 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 AOIPs;

Particulars

The Defendants refer to and repeat the particulars subjoined to subparagraphs 16(a), 50(f)(ii) and 60(c) above.

- (e) in relation to subparagraph 75(e), admit that Dealers were not permitted to provide personal advice to prospective purchasers about the suitability of the AOIPs in light of their own personal circumstances;
- (f) in relation to subparagraph 75(f), refer to and repeat paragraph 66 above;
- (g) as to subparagraph 75(g):
 - (i) repeat and rely on subparagraphs 49(b), 50(f), 58(e) and 60(c), 68(b) above;
 - (ii) say that at all material times the sale of the AOIPs occurred in circumstances where the Plaintiffs and the Group Members were afforded a cooling off period of between 14 and 30 days after the purchase of the relevant AOIP 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 AOIP having regard to their own personal circumstances, including whether they held coverage of the type described at subparagraph 75(i) of the CSOC or could obtain alternative cover of the type described at subparagraph 75(j) of the CSOC;
- (C) obtain personal financial product advice from a duly qualified and authorised financial services licensee regarding the suitability of the relevant AOIP to their own personal circumstances (having first disclosed to that licensee those circumstances); and
- (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
 - 7 Annexure 5 to this Defence is a schedule of Loan Insurance issued by the First Defendant, for which the Trauma and Death component was issued by OnePath Life.
- (iii) say that the PDSs in respect of the First Plaintiff's and Group Members' Loan Insurance policies (excluding those who purchased Loan Insurance for

which OnePath was the issuer of the Death and Trauma component) 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 1 October 2015, page 9.
- 2 Annexure 1 to this Defence is a schedule of the PDS and policy documents for Loan Insurance.

(iv) say that the PDSs in respect of the Second Plaintiff's and Group Members' Loan Insurance policies for which OnePath Life was the issuer of the Death and Trauma component, stated, *"[insurance] is not compulsory, nor is it a condition of your finance agreement approval" and "You may take out similar insurance [(often known as Consumer Credit Insurance)] with an insurer of your choice":*

- 1 Loan Protection Product Disclosure Statement and Policy Document (Esanda) preparation date 8 November 2010, page 8;
- 2 Annexure 5 to this Defence is a schedule of Loan Insurance issued by Allianz, for which the trauma and death component was issued by OnePath Life.

(v) say that 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 the disclosures to the effect pleaded at subparagraphs 75(g)(iii) and (iv) 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)).
- (h) as to subparagraph 75(h), deny that the AOIPs would or may have had no material financial value to the Plaintiffs 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 AOIPs conferred cover against a number of possible eventualities (**Protections**).
- 3 The Protections provided to the holders of AOIPs conferred financial and non-financial benefits, including entitlement to indemnity and peace of mind.
- 4 By reason of its acceptance of risk under the AOIP 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 AOIPs 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 AOIP issued to the Plaintiffs and Group Members.

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

(i) as to subparagraph 75(i):

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

Particulars

Although the Defendants are unaware of what, if any, life insurance and total and permanent disability insurance was held by the Plaintiffs 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 Plaintiffs and Group Members;

Particulars

Motor Equity Insurance protected the Plaintiffs 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 First 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 1 October 2015, page 9.

2 The Defendants refer to and repeat the particulars subjoined to subparagraph 75(g)(iii) above.

- (iv) say that the Second Plaintiff's Loan Insurance contained language to the effect: *“Not everything is covered by Esanda Loan Protection Insurance – there are limitations. It is important that you read the policy, in particular Section B of this policy document, carefully, to understand the extent of cover and its limitations.”;*

Particulars

1 Loan Insurance Product Disclosure Statement and Policy

Document (Esanda) preparation date 8 November 2010, page 6.

2 The Defendants refer to and repeat the particulars subjoined to subparagraphs 75(g)(iv) above.

- (v) 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 75(i)(iii) and (iv) 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 AOIP] – 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 16(a) above.

- (vi) say that the Plaintiffs' and Group Members' Motor Equity Insurance policy contained language to the effect that the Plaintiffs and/or Group Member needed to ensure the limits and level of cover were appropriate for them and if they are not that the Plaintiffs 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 Motor Equity Insurance Product Disclosure Statement and Policy Document (Esanda) preparation date 25 February 2014.
 - 3 The Defendants refer to and repeat the particulars subjoined to subparagraphs 50(f)(ii) above and 60(c)(i) above.
 - 4 Annexure 2 to this Defence is a schedule of the PDS and policy documents for Motor Equity Insurance.
- (vii) 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.

(j) in relation to subparagraph 75(j), say that:

- (i) the First 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 organizations and also [she had] the option to take a product separately*"; and

Particulars

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

- (ii) in relation to the Second Plaintiff, refer to and repeat subparagraphs 58(e) and 60(c) above;
- (k) say that the allegation contained in subparagraph 75(k) is embarrassing as the Plaintiffs do not plead any allegations relating to an Extended Warranty policy;
- (l) as to subparagraph 75(m):
 - (i) say that the First Plaintiff:

- (A) attended Lansvale Holden on 12 December 2015 and did not purchase Ms Fuller's Add-On Insurance Products until returning on 14 December 2015; and
- (B) 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 Ms Fuller's Add-On Insurance Products; and

Particulars

The Defendants refer to and repeat particulars 1 and 2 subjoined to subparagraph 50(f)(ii) above.

- (ii) as to the position of the Second Plaintiff, refer to and repeat paragraphs 58 to 60 above;
 - (m) as to subparagraph 75(n), refer to and repeat subparagraphs 49(b)(iv) and 58(e) above;
 - (n) admit subparagraph 75(p);
 - (o) as to subparagraph 75(q), say that the amount paid for the AOIPs remained the same regardless of whether the purchaser used financing; and
 - (p) otherwise deny the allegations contained therein.
- 76 As to paragraph 76, they:
- (a) refer to and repeat paragraph 75 above; and
 - (b) otherwise deny the allegations contained therein.
- 77 As to paragraph 77, they:
- (a) refer to and repeat paragraphs 22, 23, 26, 27, 28, 29, 75 and 76 above; and
 - (b) otherwise deny the allegations contained therein.
- 78 As to paragraph 78, 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 78 is impermissibly vague and embarrassing;

Particulars

Letter from KWM to JWS and Maurice Blackburn dated 18 October 2021.

Letter from JWS and Maurice Blackburn to KWM dated 9 November 2021.

- (b) say that, beyond the matters pleaded below, the extent to which the Plaintiffs and the Group Members were or were not informed of the matters pleaded in paragraph 78 depends on all of the individual circumstances in which they acquired the relevant AOIPs, 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 AOIP which set out the terms and conditions of the cover provided;
- (d) refer to and repeat paragraphs 19 to 39, 75 and 76 above;
- (e) as to subparagraphs 78(a) and (b), refer to and repeat subparagraphs 49(b), 50(e), 58(e), 60(c) and 75(j) above;
- (f) as to subparagraph 78(g), refer to and repeat subparagraphs 50(e), 50(f) and 60(c) above;
- (g) say that the allegations contained in subparagraphs 78(j) and (k) are embarrassing as the Plaintiffs make no allegations regarding the acquisition of an Extended Warranty policy;
- (h) as to subparagraph 78(m):
 - (i) say that the PDS and policy documents provided to the First and Second Plaintiff in respect of their policies disclosed that commissions would be paid to the relevant Dealer;

Particulars

1 Loan Insurance Product Disclosure Statement and Policy
Document preparation date 1 October 2015, 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.
- 4 Loan Protection Product Disclosure Statement and Policy Document (Esanda) preparation date 8 November 2010, page 8.
- 5 Motor Equity Insurance Product Disclosure Statement and Policy Document (Esanda) preparation date 25 February 2014, page 20.
- 6 Dealer Prestige Motor Insurance Product Disclosure Statement and Policy Document preparation date 1 February 2014, page 53.

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

Particulars

- 1 Lansvale Holden FSG preparation date 25 February 2013.
- 2 MCCPL FSG preparation date 22 October 2012.

- (iii) say that:
- (A) the Fuller Loan Agreement Details provided to the First 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"*; and

Particulars

Fuller Loan Agreement Details dated 14 December 2015 initialled by the First Plaintiff.

- (B) the Wilkinson Loan Contract listed the percentage of premium amounts in respect of "Consumer Credit Insurance" payable as commission and stated "*A commission may be paid by the Credit Provider to the Intermediary named on the first page for the introduction to the Credit Provider by the Intermediary of Credit Business*";

Particulars

Wilkinson Loan contract, page 3.

- (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 75(g)(v) 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.

79 As to paragraph 79, they:

- (a) refer to and repeat paragraphs 75 and 78 above;
- (b) are unable to plead to the Plaintiffs' and/or the Group Members' state of knowledge as such matters are not within their knowledge; and
- (c) otherwise deny the allegations contained therein.

80 As to paragraph 80, they:

- (a) refer to and repeat paragraphs 78 and 40A above;
- (b) say that the alternative allegation that the First Defendant failed to have or to implement an "adequate system" is impermissibly vague and embarrassing in that it is not an allegation relevant to any of the causes of action advanced and in that it fails to identify:
 - (i) the statutory (or other) measure by which the adequacy of any system is said to be measured or such a system required;

- (ii) the respects in which the system implemented by the First Defendant is alleged to have been inadequate; and
- (iii) what “adequate system” the Plaintiffs allege ought to have been, but was not, implemented; and
- (c) otherwise deny the allegations therein.

Particulars

In the absence of particulars from the Plaintiffs identifying the respects in which the system implemented by the First Defendant is alleged to have been inadequate or specifying what would have constituted an “adequate” system, the Defendants are unable to provide further particulars of their denial.

Letter from JWS and Maurice Blackburn to KWM dated
9 November 2021.

81 As to paragraph 81, they:

- (a) refer to and repeat paragraphs 78 to 80 above;
- (b) say that the alternative allegation that the First Defendant failed to take any “adequate step” is impermissibly vague and embarrassing in that it is not an allegation relevant to any of the causes of action advanced and in that it fails to identify:
 - (i) the statutory (or other) measure by which the adequacy of any step is said to be measured or such a step required;
 - (ii) the respects in which the steps taken by the First Defendant are alleged to have been inadequate; and
 - (iii) what “adequate step” ought to have been taken, but is alleged not to have been taken; and
- (c) otherwise deny the paragraph.

Particulars

In the absence of particulars from the Plaintiffs identifying the “adequate steps” which the Plaintiffs allege ought to have been, but

were not, taken by the First Defendant, the Defendants are unable to provide further particulars of their denial.

Letter from JWS and Maurice Blackburn to KWM dated
9 November 2021.

Express Representation Group Members

82 As to paragraph 82, they:

- (a) refer to and repeat subparagraph 9(a) above;
- (b) say that the allegations contained therein are embarrassing as:
 - (i) the Plaintiffs are not alleged to be Express Representation Group Members;
and
 - (ii) the allegations are tantamount to fraud, but are not accompanied by the requisite particulars pursuant to r 13.10(3)(a) of the *Supreme Court (General Civil Procedure) Rules 2015* (Vic) (the **Supreme Court Rules**), other than with respect to the single Group Member, Ms Kylie Ewen, with respect to whom the Court has made no order appointing her as a sample Group Member;

Particulars

Letter from KWM to JWS and Maurice Blackburn dated 18 October
2021.

- (c) say further that the allegations are embarrassing insofar as they do not identify the entirety of the conduct which is said to constitute the Express Representation; and
- (d) under the cover of those objections, deny the allegations contained therein.

83 As to paragraph 83, they:

- (a) refer to and repeat paragraph 82 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.

84 As to paragraph 84, they:

- (a) refer to and repeat paragraphs 1G and 1H and 83 above; and

(b) deny the allegations contained therein.

85 As to paragraph 85, they:

(a) refer to and repeat paragraph 84 above; and

(b) deny the allegations contained therein.

Section 1041E Corporations Act

86 They deny paragraph 86.

87 They deny paragraph 87.

88 They deny paragraph 88.

89 They deny paragraph 89.

Section 12DB ASIC Act

90 They deny paragraph 90.

Contraventions

Sections 12DA, 12DF ASIC Act and section 1041H Corporations Act

91 They deny paragraph 91.

Section 1041E Corporations Act

92 They deny paragraph 92.

Section 12DB ASIC Act

93 They deny paragraph 93.

Loss and Damage

94 As to paragraph 94, they:

(a) do not know and cannot admit what the Plaintiffs and the Group Members would have done; and

(b) otherwise deny the allegations contained therein.

95 As to paragraph 95, they:

(a) deny that the Plaintiffs 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 Plaintiffs 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 Plaintiffs and Group Members to take reasonable care;

Particulars

The Defendants refer to and repeat paragraphs 75 and 78 above.

It is to be inferred that the Plaintiffs 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 Plaintiffs 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 Plaintiffs and the Group Members to the extent that the Plaintiffs and the Group Members have received:
- (i) payments pursuant to any remediation programs the First and Second Defendants undertake in respect of the AOIPs;
 - (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 AOIP policy;

Particulars

The First Plaintiff:

- 1 received a refund of \$144.35 for her Motor Equity Insurance policy in around April 2018: Letter to the First Plaintiff dated 18 April 2018;
- 2 received a refund of \$68.66 on or around 17 November 2020 for her Motor Equity Insurance upon its cancellation, by way of cheque;
- 3 received a refund of \$183.95 on or around 21 October 2020 for her Loan Insurance upon its cancellation comprising the payment of \$12.24 to the First Plaintiff's lender and \$171.71 to her by way of cheque;

4 made a claim under her Tyre and Rim Insurance policy and
received a payout of \$217.00 around September 2016; and
5 received a refund of \$50 when she cancelled her Tyre and
Rim policy in around May 2018.

The Second Plaintiff:

1 received a refund of \$452.63 for his Motor Equity Insurance
policy in around April 2018: Letter to the Second Plaintiff
dated 16 April 2018 letter; and
2 a refund of \$852.06 for his Loan Insurance was provided to
the Second Plaintiff's lender on or around 29 June 2017.

- (d) further and in the alternative say that, to the extent that the Plaintiffs and the Group Members suffered loss or damage (which is denied), such loss or damage was caused or contributed to by the Plaintiffs and the Group Members' failure to:
- (i) cancel the relevant AOIP policy during the cooling off period provided for in the PDS and/or policy document (as applicable);

Particulars

To the extent that it was a term of an AOIP that the Plaintiffs or a Group Member had a cooling off period of between 14 and 30 days after the purchase of the relevant AOIP to request that it be cancelled, the Plaintiffs 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 AOIP policy and claim a refund as provided for in the relevant PDS and/or policy documents (as applicable);
- (iii) further and in the alternative, cancel the relevant policy and/or claim a refund after receipt of communications from First Defendant reminding them

of the existence of cover and that it could finish earlier for reasons including cancellation by the insured;

Particulars

With respect to the First Plaintiff:

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

With respect to the Second Plaintiff:

- 1 Letter dated 14 July 2017 from Allianz to the Second Plaintiff in respect of his Loan Insurance policy.

96 They deny paragraph 96.

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.

H. UNCONSCIONABLE CONDUCT

97 As to paragraph 97, they:

- (a) refer to and repeat paragraphs 34, 35, 75, 76 and 78 above;
- (b) as to subparagraph 97(e), say that the commissions paid to the Dealers were within the range of commissions paid to Dealers by other insurers who issued AOIPs 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.

98 As to paragraph 98, they:

- (a) refer to and repeat paragraphs 78 and 97 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.

99 As to paragraph 99, they:

- (a) admit subparagraphs 99(b) and 99(f);
- (b) refer to and repeat paragraphs 40A, 75, 78, and 98 above; and
- (c) otherwise deny the allegations contained therein.

100 As to paragraph 100, they:

- (a) say that the allegations contained at subparagraphs 100(a) and 100(b)(ii) of the CSOC are both hypothetical and embarrassing insofar as they make allegations with respect to the purchase of AOIPs by the Plaintiffs and Group Members who also allege that they were under a mistaken belief that they had not purchased the AOIP(s), because:
 - (i) with respect to:

- (A) subparagraph 100(a), there was no meeting of the minds to which an inequality of bargaining position could apply;
- (B) subparagraph 100(b)(ii), there was no decision to purchase the AOIP(s) to which a customer's unawareness of material information could relate;
- (ii) it is alleged that:
 - (A) the First Plaintiff was under a mistaken belief that she had not purchased her Loan Insurance and Tyre and Rim Insurance;
 - (B) the Second Plaintiff was under a mistaken belief that he had not purchased the Wilkinson Add-On Insurance Products; and

Particulars

Letter from JWS and Maurice Blackburn to KWM dated
9 November 2021.

- (iii) in the circumstances described at subparagraphs 100(a)(i) and (ii) above, the Second Plaintiff is not a group member to whom subparagraphs 100(a) and 100(b)(ii) of the CSOC can apply, and the First Plaintiff is not a group member to whom subparagraphs 100(a) and 100(b)(ii) of the CSOC can apply in relation to her Loan Insurance and Tyre and Rim Insurance; and

- (b) otherwise deny the paragraph.

101 They deny paragraph 101.

102 As to paragraph 102, they:

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

103 They deny paragraph 103.

104 As to paragraph 104, they:

- (a) refer to and repeat paragraph 95 above;

- (b) say that relief under s 12GM(1) of the ASIC Act may not be granted in respect of Group Members, none of whom are parties to a proceeding instituted under Part 2, Division 2 of the ASIC Act; and
- (c) otherwise deny the allegations contained therein.

105 They deny paragraph 105.

Particulars

The Defendants refer to and repeat paragraph 96 above.

I. MISTAKE

106 As to paragraph 106, they:

- (a) refer to and repeat paragraphs 76 to 81 above;
- (b) do not know and cannot admit the state of mind of the Plaintiffs or Group Members; and
- (c) otherwise deny the allegations contained therein.

107 As to paragraph 107, they:

- (a) refer to and repeat paragraphs 82 and 83 above; and
- (b) under the cover of those objections, deny the allegations contained therein.

108 As to paragraph 108, they:

- (a) repeat paragraphs 106 and 107 above;
- (b) admit that the beliefs pleaded in subparagraphs 106(a) and 106(b), if held, were incorrect; and
- (c) otherwise deny the allegations contained therein.

109 As to paragraph 109, they:

- (a) repeat paragraph 108 above; and
- (b) otherwise deny the allegations contained therein.

110 As to paragraph 110, they:

- (a) deny the allegations contained therein; and
- (b) further or alternatively, say that the allegations therein are embarrassing as the allegations are tantamount to fraud, but are not accompanied by the requisite particulars pursuant to r 13.10(3)(a) of the Supreme Court Rules.

111 They deny paragraph 111.

112 They deny paragraph 112.

113 As to paragraph 113, they:

- (a) deny the allegations contained therein;
- (b) further and in the alternative say that with respect to the Trauma and Death component of the Loan Insurance, the relevant premiums were those of OnePath Life not the Defendants;
- (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 Plaintiffs and the Group Members, the First and Second Defendants are not obliged to repay any sums to the Plaintiffs and the Group Members to the extent that the Plaintiffs and the Group Members have received:
 - (i) payments pursuant to any remediation programs the First and Second Defendants undertake in respect of the AOIPs;
 - (ii) amounts or the benefit of any claims paid by the First Defendant and/or Second Defendant; and/or
 - (iii) the Protections;
- (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 Plaintiffs and the Group Members, such loss or damage was caused or contributed to by the Plaintiffs' and the Group Members' failure to cancel their AOIP policy and claim a refund as provided for in the relevant PDS and policy document;
- (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 Plaintiffs and the Group Members, such loss or damage was caused or contributed to by the Plaintiffs' 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 95(d)(iii) above.

- (f) 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 Plaintiffs and the Group Members, such loss or damage was caused or contributed to by the Plaintiffs' and the Group Members' failure to cancel the relevant AOIP policy during the cooling off period.

Particulars

The Defendants refer to and repeat the particulars subjoined to subparagraph 95(d)(i) above.

Change of Position

113A In further answer to paragraphs 106 to 113, 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 AOIPs 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 the premiums with respect to the Loan Insurance products for which OnePath Life issued the Trauma and Death component, the First Defendant has paid monies to or on behalf of OnePath Life relating to the Trauma and Death Component.

First Plaintiff

3 In reliance upon the payment of a premium by the First Plaintiff in respect of the Tyre and Rim Insurance policy purchased by the First Plaintiff, which policy was cancelled on 7 May 2018 by the First Plaintiff, the First Defendant has fully performed its obligations under the policy.

4 In reliance upon the payment of a premium by the First Plaintiff in respect of the Loan Insurance policy purchased by the First Plaintiff, which policy was cancelled by the First Plaintiff's lender on her behalf on or around 15 September 2018, the First Defendant and/or the Second Defendant have fully performed their obligations under the policy.

5 In reliance upon the payment of a premium by the First Plaintiff in respect of the Motor Equity Insurance policy purchased by the First Plaintiff, which policy was cancelled by the First Plaintiff on 12 October 2020, the First Defendant has fully performed its obligations under the policy.

Second Plaintiff

6 In reliance upon the payment of a premium by the Second Plaintiff in respect of the Loan Insurance policy purchased by the Second Plaintiff, which policy was cancelled by the Second Plaintiff's lender on his behalf or around 29 June 2017, the First Defendant has fully performed its obligations under the policy.

7 In reliance upon the payment of a premium by the Second Plaintiff in respect of the Motor Equity Insurance policy purchased by the Second Plaintiff, which policy was cancelled on 19 April 2018, the First Defendant has fully performed its obligations under the policy.

Plaintiffs and Group Members

- 8 In reliance on the payment of the premiums, the First and Second Defendants accepted the risk of paying claims made under the AOIP policies purchased by the Plaintiffs and Group Members.
- 9 In reliance on the payment of the premiums, the First Defendant and/or the Second Defendant paid some claims made under the AOIP policies purchased by the Plaintiffs and Group Members.
- 10 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.
- 11 By reason of their acceptance of risk under the AOIP 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 AOIPs and they did so.
- 12 In reliance on the payment of premiums, the First and Second Defendants entered into reinsurance arrangements.
- 13 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 AOIPs;
 - (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 113A(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

113B In further answer to paragraphs 106 to 113 and in the alternative, they say that:

- (a) the First and Second Defendants gave good consideration to the Plaintiffs and each Group Member from whom they received the payment of a Premium for an AOIP; and

Particulars

The Defendants refer to and repeat the particulars subjoined to paragraph 113A(a) above.

- (b) by reason of the provision of good consideration pleaded in subparagraph 113B(a) above, the First and Second Defendants are not obliged to repay to the Plaintiffs and the Group Members the premium payments received by them.

Election

113C In further answer to paragraphs 106 to 113 and in the alternative, they say that, to the extent that the Plaintiffs and/or Group Members have made claims on AOIP 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

113D In further answer to paragraphs 106 to 113 and in the alternative, they say that:

- (a) any such cause of action may or could with reasonable diligence have been discovered by the Plaintiffs 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 AOIP) from the date of, the purchase of the relevant AOIP; and

Particulars

- 1 The Defendants refer to and repeat subparagraphs 75(d) and 75(g)(ii) above and the particulars subjoined to subparagraph 95(d)(i) above.
 - 2 To the extent that it was a term of an AOIP that the Plaintiffs or a Group Member had a cooling off period of between 14 and 30 days after the purchase of the relevant AOIP to request that it be cancelled, the Plaintiffs 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 Plaintiffs and Group Members in commencing these proceedings and the matters pleaded in subparagraph 113D(a) above, together with the matters pleaded at paragraph 113A 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.

J. COMMON QUESTIONS OF LAW OR FACT

114 As to paragraphs 114 to 150, they:

- (a) do not admit that the questions set out in the paragraph and framed as common questions of law or fact:
 - (i) involve common issues of fact or law; or
 - (ii) insofar as they do, that those questions are common with respect to all Group Members; and
- (b) otherwise do not plead to paragraphs 114 to 150 which do not include any allegations against them.

115–150 [Not used.]

K. RELIEF

151 Further and in the alternative, the Defendants deny the rights to relief set out in paragraph 151 and further say in response to subparagraph (g) thereof that the Plaintiffs 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 AOIPs, or to the extent they were entitled to cancel their policy, but did not do so.

Limitation

151A Further and in the alternative, the following paragraphs 151B to 151I are raised by the First and Second Defendants in further answer to the whole of the CSOC.

ASIC Act s 12GF

151B If, which is denied, the Plaintiffs or any Group Member has a cause of action sounding in relief pursuant to s 12GF of the ASIC Act on the basis of matters alleged in the CSOC, any such cause of action that accrued before:

- (a) 27 September 2015, in the case of any Group Members who: (i) purchased only Loan Insurance, among the AOIPs, for which OnePath Life issued the Trauma and Death Component; and (ii) either did not obtain finance or obtained finance without the assistance of a Dealer;
- (b) 11 November 2014, in the case of any Group Members who: (i) purchased only Loan Insurance, among the AOIPs, for which OnePath Life issued the Trauma and Death Component; and (ii) obtained finance with the assistance of a Dealer; and

- (c) 7 July 2014, in the case of all other Group Members,
is not maintainable by operation of s 12GF(2).

Particulars

The Writ and Statement of Claim were filed by the First Plaintiff on 7 July 2020.

The Writ and Statement of Claim were filed by the Second Plaintiff on 11 November 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

151C If, which is denied, the Plaintiffs or any Group Member has a cause of action sounding in relief pursuant to s 1041I of the Corporations Act on the basis of matters alleged in the CSOC, any such cause of action that accrued before:

- (a) 27 September 2015, in the case of any Group Members who: (i) purchased only Loan Insurance, among the AOIPs, for which OnePath Life issued the Trauma and Death Component; and (ii) either did not obtain finance or obtained finance without the assistance of a Dealer;
- (b) 11 November 2014, in the case of any Group Members who: (i) purchased only Loan Insurance, among the AOIPs, for which OnePath Life issued the Trauma and Death Component; and (ii) obtained finance with the assistance of a Dealer; and
- (c) 7 July 2014, in the case of all other Group Members,
is not maintainable by operation of s 1041I(2) of the Corporations Act.

Particulars

The Writ and Statement of Claim were filed by the First Plaintiff on 7 July 2020.

The Writ and Statement of Claim were filed by the Second Plaintiff on 11 November 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

151D If, which is denied, the Plaintiffs or any Group Member has a cause of action sounding in relief pursuant to s 991A of the Corporations Act on the basis of matters alleged in the CSOC, any such cause of action that accrued before:

- (a) 27 September 2015, in the case of any Group Members who: (i) purchased only Loan Insurance, among the AOIPs, for which OnePath Life issued the Trauma and Death Component; and (ii) either did not obtain finance or obtained finance without the assistance of a Dealer;
 - (b) 11 November 2014, in the case of any Group Members who: (i) purchased only Loan Insurance, among the AOIPs, for which OnePath Life issued the Trauma and Death Component; and (ii) obtained finance with the assistance of a Dealer; and
 - (c) 7 July 2014, in the case of all other Group Members,
- is not maintainable by operation of s 991A(3) of the *Corporations Act*.

Particulars

The Writ and Statement of Claim were filed by the First Plaintiff on 7 July 2020.

The Writ and Statement of Claim were filed by the Second Plaintiff on 11 November 2020.

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

Corporations Act 961M

151E If, which is denied, the Plaintiffs or any Group Member has a cause of action sounding in relief pursuant to s 961M of the Corporations Act on the basis of matters alleged in the CSOC, any such cause of action that accrued before:

- (a) 27 September 2015, in the case of any Group Members who: (i) purchased only Loan Insurance, among the AOIPs, for which OnePath Life issued the Trauma and Death Component; and (ii) either did not obtain finance or obtained finance without the assistance of a Dealer;

- (b) 11 November 2014, in the case of any Group Members who: (i) purchased only Loan Insurance, among the AOIPs, for which OnePath Life issued the Trauma and Death Component; and (ii) obtained finance with the assistance of a Dealer; and
- (c) 7 July 2014, in the case of all other Group Members,
- is not maintainable by operation of s 961M(6) of the Corporations Act.

Particulars

The Writ and Statement of Claim were filed by the First Plaintiff on 7 July 2020.

The Writ and Statement of Claim were filed by the Second Plaintiff on 11 November 2020.

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

Mistake

151F To the extent that it was a term of an AOIP that a Group Member had a cooling off period of between 14 and 30 days after the purchase of the relevant AOIP 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.

151G If, which is denied, the Plaintiffs and/or any Group Member has a claim for monies had and received by the Defendants to the use of the Plaintiffs and/or the Group Members on the basis of the matters pleaded in the CSOC;

- (a) any such cause of action that is governed by the law of:
- (i) New South Wales and arose before 7 July 2014, 11 November 2014 or 27 September 2015 (depending on which of the three categories, as described at subparagraphs 151B(a) to (c) above, a Group Member belongs), 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, 11 November 2014 or 27 September 2015 (depending on which of the three categories, as described at subparagraphs 151B(a) to (c) above, a Group Member belongs), 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, 11 November 2014 or 27 September 2015 (depending on which of the three categories, as described at subparagraphs 151B(a) to (c) above, a Group Member belongs), 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, 11 November 2014 or 27 September 2015 (depending on which of the three categories, as described at subparagraphs 151B(a) to (c) above, a Group Member belongs), 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, 11 November 2014 or 27 September 2015 (depending on which of the three categories, as described at subparagraphs 151B(a) to (c) above, a Group Member belongs), is not maintainable by reason of s 38 of the *Limitation of Actions Act 1936* (SA);
- (vi) Western Australia and arose before 7 July 2014, 11 November 2014 or 27 September 2015 (depending on which of the three categories, as described at subparagraphs 151B(a) to (c) above, a Group Member belongs), is not maintainable by reason of s 13 of the *Limitation Act 2005* (WA);
- (vii) the Northern Territory and arose before 7 July 2017, 11 November 2017 or 27 September 2018 (depending on which of the three categories, as described at subparagraphs 151B(a) to (c) above, a Group Member

belongs), 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, 11 November 2014 or 27 September 2015 (depending on which of the three categories, as described at subparagraphs 151B(a) to (c) above, a Group Member belongs), 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 by the First Plaintiff on 7 July 2020.

The Writ and Statement of Claim were filed by the Second Plaintiff on 11 November 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 AOIP) from the date of, the purchase of the relevant AOIP; and
- (c) by reason of the delay of the Plaintiffs and Group Members in commencing these proceedings and the matters pleaded in paragraphs 151B, 151G(a) and/or 151G(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

151H In response to the whole of the CSOC, 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 AOIPs, 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.


151I In response to the whole of the CSOC, 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 AOIPs, 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.

Dated: 16 November 2021

B W WALKER

T P WARNER

A HAMMOND


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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
15	ACA.5003.0001.0465	1/01/2014	Loan Protection Insurance Product Disclosure Statement and Policy Document	18/10/2014

#	Document ID	Document date	Document title	Supplementary PDS Date
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)	

#	Document ID	Document date	Document title	Supplementary PDS Date
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	

#	Document ID	Document date	Document title	Supplementary PDS Date
48	ACA.5003.0001.2073	1/05/2012	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
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	

#	Document ID	Document date	Document title	Supplementary PDS Date
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
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	

#	Document ID	Document date	Document title	Supplementary PDS Date
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
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	

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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
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.	

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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
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

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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
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	

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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	
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

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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	
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	

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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	
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	

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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	
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

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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	
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	

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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	
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
241	ACA.5003.0004.0001	23/07/2013	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
242	ACA.5003.0004.0045	1/01/2014	Loan Protection Insurance Product Disclosure Statement and Policy Document	

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243	ACA.5003.0004.0085	1/10/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
244	ACA.5003.0004.0129	1/10/2015	Loan Protection Insurance Product Disclosure Statement and Policy Document	
245	ACA.5003.0004.0173	5/04/2018	Loan Protection Insurance Product Disclosure Statement and Policy Document	
246	ACA.5003.0004.0217	10/01/2013	Loan Protection Insurance Policy Document (Product Disclosure Statement)	
247	ACA.5003.0004.0257	1/10/2015	Business Loan Protection Insurance Policy Document (Product Disclosure Statement)	
248	ACA.5003.0004.0301	1/10/2015	Loan Protection Insurance Policy Document (Product Disclosure Statement)	
249	ACA.5003.0004.0345	5/04/2018	Loan Protection Insurance Policy Document (Product Disclosure Statement)	
250	ACA.5003.0004.0389	1/10/2015	Audi Business Loan Protection Cover Product Disclosure Statement and Policy Document	
251	ACA.5003.0004.0429	1/10/2015	Audi Loan Protection Cover Product Disclosure Statement and Policy Document	
252	ACA.5003.0004.0469	5/04/2018	Audi Loan Protection Cover Product Disclosure Statement and Policy	
253	ACA.5003.0004.0513	27/02/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
254	ACA.5003.0004.0557	6/10/2011	BMW Business Loan Protection Insurance Policy Document and Product Disclosure Statement	
255	ACA.5003.0004.0597	3/01/2013	BMW Loan Protection Insurance Policy Document and Product Disclosure Statement	
256	ACA.5003.0004.0637	28/08/2013	Motorcycle Loan Protection Insurance Policy Document and Product Disclosure Statement	
257	ACA.5003.0004.0677	1/10/2015	BMW Business Loan Protection Insurance Policy Document and Product Disclosure Statement	
258	ACA.5003.0004.0721	1/10/2015	BMW Loan Protection Insurance Policy Document and Product Disclosure Statement	

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259	ACA.5003.0004.0765	5/04/2018	BMW Loan Protection Insurance Policy Document and Product Disclosure Statement	
260	ACA.5003.0004.0897	1/03/2006	Business Loan Protection Insurance Policy Document (Product Disclosure Statement)	
261	ACA.5003.0004.0941	1/03/2006	Loan Protection Insurance Policy Document (Product Disclosure Statement)	
262	ACA.5003.0004.0985	1/10/2015	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
263	ACA.5003.0004.1025	4/03/2013	Holden Business Use Loan Protection Policy Document and Product Disclosure Statement	
264	ACA.5003.0004.1065	4/03/2014	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
265	ACA.5003.0004.1105	18/09/2013	Honda Loan Protection Policy Document and Product Disclosure Statement	
266	ACA.5003.0004.1145	12/03/2015	Honda Business Loan Protection Insurance Policy Document and Product Disclosure Statement	
267	ACA.5003.0004.1189	1/10/2015	Honda Loan Protection Insurance Policy Document and Product Disclosure	
268	ACA.5003.0004.1233	5/04/2018	Honda Loan Protection Insurance Policy Document and Product Disclosure	
269	ACA.5003.0004.1277	5/04/2018	Hyundai Loan Protection Insurance Product Disclosure Statement and Policy Document.	
270	ACA.5003.0004.1321	1/11/2013	Loan Protection Insurance Product Disclosure Statement and Policy Document	
271	ACA.5003.0004.1361	6/06/2014	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
272	ACA.5003.0004.1445	1/10/2015	Loan Protection Insurance Product Disclosure Statement and Policy Document	
273	ACA.5003.0004.1489	22/01/2015	Jaguar Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
274	ACA.5003.0004.1533	22/01/2015	Jaguar Loan Protection Insurance Product Disclosure Statement and Policy Document	

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275	ACA.5003.0004.1577	1/10/2015	Jaguar Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
276	ACA.5003.0004.1621	1/10/2015	Jaguar Loan Protection Insurance Product Disclosure Statement and Policy Document	
277	ACA.5003.0004.1665	5/04/2018	Jaguar Loan Protection Insurance Product Disclosure Statement and Policy Document	
278	ACA.5003.0004.1709	5/04/2018	KIA Loan Protection Insurance Product Disclosure Statement and Policy Document	
279	ACA.5003.0004.1753	22/01/2015	Land Rover Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
280	ACA.5003.0004.1797	1/10/2015	Land Rover Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
281	ACA.5003.0004.1841	1/10/2015	Land Rover Loan Protection Insurance Product Disclosure Statement and Policy Document	
282	ACA.5003.0004.1885	5/04/2018	Land Rover Loan Protection Insurance Product Disclosure Statement and Policy Document	
283	ACA.5003.0004.1929	23/02/2016	Mazda Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
284	ACA.5003.0004.1973	23/02/2016	Mazda Loan Protection Insurance Product Disclosure Statement and Policy Document	
285	ACA.5003.0004.2017	5/04/2018	Mercedes-Benz Loan Protect Insurance Product Disclosure Statement and Policy Wording	
286	ACA.5003.0004.2061	12/10/2011	Mini Business Loan Protection Insurance Policy Document and Product Disclosure Statement	
287	ACA.5003.0004.2101	26/03/2013	Mini Loan Protection Insurance Policy Document and Product Disclosure Statement	

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288	ACA.5003.0004.2141	1/10/2015	Mini Business Loan Protection Insurance Policy Document and Product Disclosure Statement	
289	ACA.5003.0004.2181	1/10/2015	Mini Loan Protection Insurance Policy Document and Product Disclosure Statement	
290	ACA.5003.0004.2225	5/04/2018	Mini Loan Protection Insurance Product Disclosure Statement and Policy Document	
291	ACA.5003.0004.2269	6/05/2014	myFord Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
292	ACA.5003.0004.2313	1/10/2015	myFord Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
293	ACA.5003.0004.2357	1/10/2015	myFord Loan Protection Insurance Product Disclosure Statement and Policy Document	
294	ACA.5003.0004.2401	5/04/2018	myFord Loan Protection Insurance Product Disclosure Statement and Policy Document	
295	ACA.5003.0004.2445	1/10/2015	Nissan Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
296	ACA.5003.0004.2489	1/05/2010	Business Loan Protection Insurance Policy	
297	ACA.5003.0004.2529	1/05/2010	Loan Protection Insurance Policy	
298	ACA.5003.0004.2569	1/10/2015	Business Loan Protection Insurance Policy	
299	ACA.5003.0004.2613	1/10/2015	Loan Protection Insurance Policy	
300	ACA.5003.0004.2657	23/07/2013	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
301	ACA.5003.0004.2701	23/07/2013	Loan Protection Insurance Product Disclosure Statement and Policy Document	
302	ACA.5003.0004.2741	1/10/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
303	ACA.5003.0004.2785	1/10/2015	Loan Protection Insurance Product Disclosure Statement and Policy Document	
304	ACA.5003.0004.2829	5/04/2018	Loan Protection Insurance Product Disclosure Statement and Policy Document	

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305	ACA.5003.0004.2873	5/04/2018	Škoda Loan Protection Cover Product Disclosure Statement and Policy Document	
306	ACA.5003.0004.2917	4/12/2013	Škoda Business Loan Protection Cover Product Disclosure Statement and Policy Document	
307	ACA.5003.0004.2952	4/12/2013	Škoda Loan Protection Cover Product Disclosure Statement and Policy Document	
308	ACA.5003.0004.2992	3/02/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
309	ACA.5003.0004.3036	3/02/2015	Loan Protection Insurance Product Disclosure Statement and Policy Document	
310	ACA.5003.0004.3076	1/10/2015	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
311	ACA.5003.0004.3120	1/10/2015	Loan Protection Insurance Product Disclosure Statement and Policy Document	
312	ACA.5003.0004.3164	5/04/2018	Loan Protection Insurance Product Disclosure Statement and Policy Document	
313	ACA.5003.0004.3208	31/05/2013	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	
314	ACA.5003.0004.3248	1/10/2013	Subaru Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
315	ACA.5003.0004.3292	1/10/2015	Subaru Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
316	ACA.5003.0004.3336	1/10/2015	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	
317	ACA.5003.0004.3380	5/04/2018	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	
318	ACA.5003.0004.3424	18/05/2012	Suzuki Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
319	ACA.5003.0004.3468	11/11/2013	Suzuki Loan Protection Insurance Product Disclosure Statement and Policy Document	
320	ACA.5003.0004.3508	1/10/2015	Suzuki Business Loan Protection Insurance Product Disclosure Statement and Policy Document	

#	Document ID	Document date	Document title	Supplementary PDS Date
321	ACA.5003.0004.3552	1/10/2015	Suzuki Loan Protection Insurance Product Disclosure Statement and Policy Document	
322	ACA.5003.0004.3596	5/04/2018	Suzuki Loan Protection Insurance Product Disclosure Statement and Policy Document	
323	ACA.5003.0004.3640	10/10/2013	Volkswagen Business Loan Protection Cover Product Disclosure Statement and Policy Document	
324	ACA.5003.0004.3680	10/10/2013	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	
325	ACA.5003.0004.3720	5/04/2018	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	
326	ACA.5003.0004.3764	5/04/2018	Volvo Loan Protection Insurance Product Disclosure Statement and Policy Document	
327	ACA.5003.0005.0045	17/07/2012	Loan Protection Insurance Product Disclosure Statement and Policy Document.	
328	ACA.5003.0005.0085	21/12/2012	Loan Protection Insurance Product Disclosure Statement and Policy Document.	
329	ACA.5003.0005.0257	1/10/2015	Volkswagen Loan Protection Cover Product Disclosure Statement and Policy Document	
330	ACA.5003.0005.0379	19/05/2014	Loan Protection Insurance Product Disclosure Statement and Policy Document	
331	ACA.5003.0005.0743	1/10/2015	Subaru Loan Protection Insurance Product Disclosure Statement and Policy Document	
332	ACA.5003.0005.0955	1/10/2015	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
333	ACA.5003.0005.0995	1/10/2015	Holden Loan Protection Insurance Policy Document and Product Disclosure Statement	
334	ACA.5003.0005.1047	1/10/2015	Holden Business Use Loan Protection Policy Document and Product Disclosure Statement	
335	ACA.5003.0005.1087	1/08/2012	Holden Business Use Loan Protection Policy Document and Product Disclosure Statement	
336	ACA.5003.0005.1123	1/10/2015	Holden Business Use Loan Protection Policy Document and Product Disclosure Statement	
337	ACA.5003.0005.1163	1/10/2015	Subaru Business Loan Protection Insurance Product Disclosure Statement and Policy Document	

#	Document ID	Document date	Document title	Supplementary PDS Date
338	ACA.5003.0005.1375	1/10/2015	Volkswagen Business Loan Protection Cover Product Disclosure Statement and Policy Document	
339	ACA.5003.0005.1455	4/12/2013	Audi Business Loan Protection Cover Product Disclosure Statement and Policy Document	
340	ACA.5003.0005.1575	4/12/2013	Audi Loan Protection Cover Product Disclosure Statement and Policy Document	
341	ACA.5003.0005.1615	6/05/2014	myFord Loan Protection Insurance Product Disclosure Statement and Policy Document	
342	ACA.5003.0005.1831	6/12/2007	Loan Protection Insurance Product Disclosure Statement and Policy Document	
343	ACA.5003.0005.2023	2/06/2014	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
344	ACA.5003.0005.2067	1/03/2010	Business Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
345	ACA.5003.0005.2107	1/05/2010	Business Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
346	ACA.5003.0005.2147	23/09/2008	Business Loan Protection Insurance St.George Automotive Insurances Product Disclosure Statement and Policy Document	
347	ACA.5003.0005.2231	1/10/2015	Škoda Business Loan Protection Cover	
348	ACA.5003.0005.2310	1/10/2015	Škoda Loan Protection Cover Product Disclosure Statement and Policy Document	
349	ACA.5003.0005.2806	19/03/2009	Business Loan Protection Insurance Policy Document (Product Disclosure Statement)	
350	ACA.5003.0005.3002	18/03/2009	Motorcycle Loan Protection Insurance Policy Document (Product Disclosure Statement)	
351	ACA.5003.0005.3250	7/05/2018	Peugeot Citroën Loan Protection Insurance Product Disclosure Statement and Policy Document	
352	ACA.5003.0005.3338	26/05/2014	Loan Protection Insurance Product Disclosure Statement and Policy Document	
353	ACA.5003.0005.3544	5/09/2011	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
354	ACA.5003.0005.3630	26/03/2013	Loan Protection Insurance Product Disclosure Statement and Policy Document	

#	Document ID	Document date	Document title	Supplementary PDS Date
355	ACA.5003.0005.3670	5/09/2011	Loan Protection Insurance Product Disclosure Statement and Policy Document	
356	ACA.5003.0005.3710	26/03/2013	Loan Protection Insurance Product Disclosure Statement and Policy Document	
357	ACA.5003.0005.3750	13/12/2012	Loan Protection Insurance Product Disclosure Statement and Policy Document	
358	ACA.5003.0005.3790	5/04/2018	Loan Protection Insurance Product Disclosure Statement and Policy Document	
359	ACA.5003.0005.3834	1/10/2015	Loan Protection Insurance Product Disclosure Statement and Policy Document	
360	ACA.5003.0005.3878	27/03/2017	Loan Protection Insurance Product Disclosure Statement and Policy Document	
361	ACA.5003.0005.3926	11/09/2012	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
362	ACA.5003.0005.3970	26/03/2013	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
363	ACA.5003.0005.4102	1/10/2015	Honda Business Loan Protection Insurance Policy Document and Product Disclosure Statement	
364	ACA.5003.0005.4322	5/04/2018	Loan Insurance Product Disclosure Statement and Policy Document	
365	ACA.5003.0005.4586	22/01/2015	Land Rover Loan Protection Insurance Product Disclosure Statement and Policy Document	
366	ACA.5003.0005.4850	5/04/2018	Mazda Loan Protection Insurance Product Disclosure and Policy Document	
367	ACA.5003.0005.4894		Supplementary Product Disclosure Statement ("SPDS")	18/10/2014
368	ACA.5003.0005.4896		Business Loan Protection Insurance Supplementary Product Disclosure Statement (SPDS)	1/08/2016
369	ACA.5003.0005.4897		Business Loan Protection Insurance Supplementary Product Disclosure Statement (SPDS)	1/05/2016
370	ACA.5003.0005.4902		Loan Protection Insurance Supplementary Product Disclosure Statement (SPDS)	1/08/2016
371	ACA.5003.0005.4903		Loan Protection Insurance Supplementary Product Disclosure Statement (SPDS)	17/09/2016
372	ACA.5003.0005.4905		Business Loan Protection Insurance Supplementary Product Disclosure Statement (SPDS)	1/08/2016

#	Document ID	Document date	Document title	Supplementary PDS Date
373	ACA.5003.0005.4906		Loan Protection Insurance Supplementary Product Disclosure Statement(SPDS)	1/08/2016

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

15	ACA.5004.0001.0221	25/02/2014	Motor Equity Insurance Product Disclosure Statement and Policy Document	18/10/2014
				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)	
111	ACA.5004.0001.4971	5/10/2011	Mini Purchase Price Insurance Policy Document and Product Disclosure Statement	01/09/2012
				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
175	ACA.5004.0001.5478	1/08/2015	Subaru Purchase Price Insurance Product Disclosure Statement and Policy Document	01/09/2012
				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
203	ACA.5000.0009.0049	25/02/2014	Motor Equity Insurance Product Disclosure Statement and Policy Document.	
204	ACA.5004.0002.0001	19/02/2013	Purchase Price Insurance Product Disclosure Document and Policy Document.	
205	ACA.5004.0002.0025	3/10/2013	Motorcycle Equity Insurance Product Disclosure Statement and Policy Document.	
206	ACA.5004.0002.0053	25/02/2014	Motor Equity Insurance Product Disclosure Statement and Policy Document.	
207	ACA.5004.0002.0077	5/08/2016	Motorcycle Equity Insurance Product Disclosure Statement and Policy Document.	
208	ACA.5004.0002.0105	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document.	
209	ACA.5004.0002.0137	9/12/2016	Alphabet Value Protect Insurance Product Disclosure Statement & Policy Document.	
210	ACA.5004.0002.0169	1/03/2013	Motor Equity Insurance Policy Document (Product Disclosure Statement)	

211	ACA.5004.0002.0197	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document	
212	ACA.5004.0002.0229	1/02/2014	Audi Purchase Price Cover Product Disclosure Statement and Policy Document	
213	ACA.5004.0002.0253	6/12/2013	Audi Asset Equity Cover Product Disclosure Statement and Policy Document	
214	ACA.5004.0002.0281	9/12/2016	Audi Value Protect Cover Product Disclosure Statement and Policy Document	
215	ACA.5004.0002.0313	27/02/2015	Motor Equity Insurance Product Disclosure Statement and Policy Document	
216	ACA.5004.0002.0341	22/11/2012	BMW Purchase Price Insurance. Policy Document and Product Disclosure Statement	
217	ACA.5004.0002.0365	28/08/2013	Motorcycle Equity Insurance. Policy Document and Product Disclosure Statement	
218	ACA.5004.0002.0393	10/06/2016	BMW Motor Equity Insurance. Policy Document and Product Disclosure Statement	
219	ACA.5004.0002.0421	16/03/2017	BMW Value Protect Insurance. Product Disclosure Statement and Policy Document	
220	ACA.5004.0002.0453	28/02/2012	Motorcycle Equity Insurance Product Disclosure Statement and Policy Document.	
221	ACA.5004.0002.0481	25/02/2014	Motor Equity Insurance Product Disclosure Statement and Policy Document.	
222	ACA.5004.0002.0505	12/11/2015	Motor Equity Insurance Product Disclosure Statement and Policy Document.	

223	ACA.5004.0002.0533	19/06/2014	Holden Motor Equity Insurance Policy Document and Product Disclosure Statement	
224	ACA.5004.0002.0557	9/02/2015	Holden Motor Equity Insurance Policy Document and Product Disclosure Statement	
225	ACA.5004.0002.0585	12/03/2015	Honda Motor Equity Insurance Policy Document and Product Disclosure Statement	
226	ACA.5004.0002.0613	9/12/2016	Holden Value Protect Insurance Policy Document and Product Disclosure Statement	
227	ACA.5004.0002.0645	12/03/2015	Honda Purchase Price Insurance Policy Document and Product Disclosure Statement	
228	ACA.5004.0002.0673	9/12/2016	Honda Value Protect Insurance Policy Document and Product Disclosure Statement	
229	ACA.5004.0002.0705	1/11/2013	Motor Equity Insurance Product Disclosure Statement and Policy Document	
230	ACA.5004.0002.0733	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document	
231	ACA.5004.0002.0765	22/01/2015	Jaguar Motor Equity Insurance Product Disclosure Statement and Policy Document	
232	ACA.5004.0002.0793	22/01/2015	Jaguar Purchase Price Insurance Product Disclosure Statement And Policy Document	

233	ACA.5004.0002.0821	9/12/2016	Jaguar Value Protect Insurance Product Disclosure Statement And Policy Document	
234	ACA.5004.0002.0853	15/02/2017	KIA Value Protect Insurance Product Disclosure Statement and Policy Document	
235	ACA.5004.0002.0885	22/01/2015	Land Rover Motor Equity Insurance Product Disclosure Statement and Policy Document	
236	ACA.5004.0002.0913	22/01/2015	Land Rover Purchase Price Insurance Product Disclosure Statement and Policy Document	
237	ACA.5004.0002.0941	9/12/2016	Mazda Value Protect Insurance Product Disclosure Statement and Policy Document	
238	ACA.5004.0002.0973	1/03/2013	Mini Motor Equity Insurance. Policy Document and Product Disclosure Statement.	
239	ACA.5004.0002.1001	4/05/2015	Mini Motor Equity Insurance. Policy Document and Product Disclosure Statement.	
240	ACA.5004.0002.1029	2/03/2017	Mini Value Protect Insurance Product Disclosure Statement and Policy Document	
241	ACA.5004.0002.1089	15/01/2014	myFord Motor Equity Product Disclosure Statement and Policy Document	
242	ACA.5004.0002.1113	2/09/2015	myFord Motor Equity Product Disclosure Statement and Policy Document	
243	ACA.5004.0002.1141	9/12/2016	myFord Value Protect Insurance Product Disclosure Statement and Policy Document	

244	ACA.5004.0002.1173	4/05/2015	Motor Equity Insurance Product Disclosure Statement and Policy Document	
245	ACA.5004.0002.1201	10/06/2016	Purchase Price Insurance Product Disclosure Statement and Policy Document	
246	ACA.5004.0002.1229	12/11/2010	Purchase Price Insurance Policy	
247	ACA.5004.0002.1253	5/09/2011	Motor Equity Insurance Policy	
248	ACA.5004.0002.1277	14/05/2015	Purchase Price Insurance Policy	
249	ACA.5004.0002.1305	9/12/2016	Value Protect Insurance Policy	
250	ACA.5004.0002.1337	23/07/2013	Motor Equity Insurance Product Disclosure Statement and Policy Document	
251	ACA.5004.0002.1361	23/07/2013	Purchase Price Insurance Product Disclosure Statement and Policy Document	
252	ACA.5004.0002.1385	2/04/2015	Motor Equity Insurance Product Disclosure Statement and Policy Document	
253	ACA.5004.0002.1413	13/09/2016	Purchase Price Insurance Product Disclosure Statement and Policy Document	
254	ACA.5004.0002.1441	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document	
255	ACA.5004.0002.1473	1/02/2014	Škoda Purchase Price Cover Product Disclosure Statement and Policy Document	
256	ACA.5004.0002.1497	6/12/2013	Škoda Asset Equity Cover Product Disclosure Statement and Policy Document	
257	ACA.5004.0002.1523	23/08/2016	Škoda Purchase Price Cover Product Disclosure Statement and Policy Document	
258	ACA.5004.0002.1551	9/12/2016	Škoda Value Protect Cover Product Disclosure Statement and Policy Document	

259	ACA.5004.0002.1583	3/02/2015	Motor Equity Insurance Product Disclosure Statement and Policy Document	
260	ACA.5004.0002.1607	3/02/2015	Purchase Price Insurance Product Disclosure Statement and Policy Document	
261	ACA.5004.0002.1635	8/10/2015	Motor Equity Insurance Product Disclosure Statement and Policy Document	
262	ACA.5004.0002.1663	9/12/2016	Value Protect Insurance Product Disclosure Statement and Policy Document	
263	ACA.5004.0002.1695	3/09/2013	Subaru Purchase Price Insurance Product Disclosure Statement and Policy Document	
264	ACA.5004.0002.1719	25/02/2014	Subaru Motor Equity Insurance Product Disclosure Statement and Policy Document	
265	ACA.5004.0002.1743	1/08/2015	Subaru Purchase Price Insurance Product Disclosure Statement and Policy Document	
266	ACA.5004.0002.1771	29/09/2015	Subaru Motor Equity Insurance Product Disclosure Statement and Policy Document	
267	ACA.5004.0002.1799	9/12/2016	Subaru Value Protect Insurance Product Disclosure Statement and Policy Document	
268	ACA.5004.0002.1831	18/05/2012	Suzuki Purchase Price Insurance Product Disclosure Statement and Policy Document	
269	ACA.5004.0002.1855	8/10/2013	Suzuki Motor Equity Insurance Product Disclosure Statement and Policy Document	
270	ACA.5004.0002.1879	11/08/2015	Suzuki Motor Equity Insurance Product Disclosure Statement and Policy Document	
271	ACA.5004.0002.1907	21/04/2016	Suzuki Purchase Price Insurance Product Disclosure Statement and Policy Document	

272	ACA.5004.0002.1935	9/12/2016	Suzuki Value Protect Insurance Product Disclosure Statement and Policy Document	
273	ACA.5004.0002.1967	1/08/2015	Volkswagen Purchase Price Cover Product Disclosure Statement and Policy Document	
274	ACA.5004.0002.1995	9/12/2016	Volkswagen Value Protect Cover Product Disclosure Statement and Policy Document	
275	ACA.5004.0002.2027	6/12/2013	Volkswagen Asset Equity Cover Product Disclosure Statement and Policy Document	
276	ACA.5004.0002.2053	1/02/2014	Volkswagen Purchase Price Cover Product Disclosure Statement and Policy Document	
277	ACA.5004.0002.2077	9/12/2016	Volvo Value protect Insurance Policy document and product disclosure statement	
278	ACA.5006.0002.0785	27/02/2015	Bank of Melbourne Purchase Price Insurance Product Disclosure Statement and Policy Document	
279	ACA.5006.0002.0813	5/10/2011	Mini Purchase Price Insurance Policy Document and Product Disclosure Statement	
280	ACA.5006.0002.0837	6/02/2013	Motor Equity Insurance Product Disclosure Statement and Policy Document	
281	ACA.5006.0002.0861	2/12/2013	Škoda Purchase Price Cover Product Disclosure Statement and Policy Document	
282	ACA.5006.0002.0885	27/02/2015	Motor Equity Insurance St. George Automotive Insurances Product Disclosure Statement and Policy Document	
283	ACA.5006.0002.0913	27/02/2015	Purchase Price Insurance St. George Automotive Insurances Product Disclosure Statement and Policy Document	

284	ACA.5004.0003.0025	25/02/2014	Motor Equity Insurance Product Disclosure Statement and Policy Document	
285	ACA.5004.0003.0053	6/12/2013	Volkswagen Asset Equity Cover Product Disclosure Statement and Policy Document	
286	ACA.5004.0003.0322	6/12/2013	Audi Asset Equity Cover Product Disclosure Statement and Policy Document	
287	ACA.5004.0003.0350	12/03/2013	Audi Asset Equity Cover Product Disclosure Statement and Policy Document	
288	ACA.5004.0003.0523	6/12/2013	Škoda Asset Equity Cover Product Disclosure Statement and Policy Document	
289	ACA.5004.0003.0617	1/03/2013	BMW Motor Equity Insurance Policy Document and Product Disclosure Statement	
290	ACA.5004.0003.0645	10/02/2009	Motor Equity Insurance Policy Document (Product Disclosure Statement)	
291	ACA.5004.0003.0757	10/02/2009	Motorcycle Equity Insurance Policy Document (Product Disclosure Statement)	
292	ACA.5004.0003.0875	6/02/2013	Motor Equity Insurance Product Disclosure Statement and Policy Document	
293	ACA.5004.0004.0011	22/11/2012	BMW Purchase Price Insurance. Policy Document and Product Disclosure Statement	1/09/2012

294	ACA.5004.0004.0065	8/04/2009	Purchase Price Insurance Policy Document (Product Disclosure Statement)	
295	ACA.5004.0004.0089	12/11/2010	Purchase Price Insurance Policy Document (Product Disclosure Statement)	
296	ACA.5004.0004.0137	10/06/2016	Purchase Price Insurance Product Disclosure Document and Policy Document	
297	ACA.5004.0004.0165	8/04/2009	Purchase Price Insurance Policy	
298	ACA.5004.0004.0189	1/08/2015	Volkswagen Purchase Price Cover Product Disclosure Statement and Policy Document	
299	ACA.5004.0004.0217	12/11/2010	Volkswagen Purchase Price Insurance Cover Product Disclosure Statement and Policy Booklet	
300	ACA.5004.0004.0241	12/11/2010	Volkswagen Purchase Price Insurance Cover Product Disclosure Statement and Policy Document	
301	ACA.5004.0004.0265	2/04/2012	Volkswagen Purchase Price Insurance Cover Product Disclosure Statement and Policy Booklet	
302	ACA.5004.0004.0289	8/04/2009	Volkswagen Purchase Price Insurance Cover Product Disclosure Statement and Policy Booklet	
303	ACA.5004.0004.0337	1/02/2014	Volkswagen Purchase Price Cover Product Disclosure Statement and Policy Document	1/09/2012

304	ACA.5004.0004.0363	12/11/2010	Audi Purchase Price Insurance Cover Product Disclosure Statement and Policy Document	
305	ACA.5004.0004.0387	8/04/2009	Audi Purchase Price Insurance Cover Product Disclosure Statement and Policy Booklet	
306	ACA.5004.0004.0411	12/11/2010	Audi Purchase Price Insurance Cover Product Disclosure Statement and Policy Booklet	
307	ACA.5004.0004.0435	2/12/2013	Audi Purchase Price Cover Product Disclosure Statement and Policy Document	
308	ACA.5004.0004.0459	1/02/2014	Audi Purchase Price Cover Product Disclosure Statement and Policy Document	1/09/2012
309	ACA.5004.0004.0485	1/02/2014	Škoda Purchase Price Cover Product Disclosure Statement and Policy Document	1/09/2012
310	ACA.5004.0004.0511	8/04/2009	Škoda Purchase Price Insurance Cover Product Disclosure Statement and Policy Document	
311	ACA.5004.0004.0535	12/11/2010	Subaru Purchase Price Insurance Product Disclosure Statement and Policy Document	
312	ACA.5004.0004.0559	3/09/2013	Subaru Purchase Price Insurance Product Disclosure Statement and Policy Document	1/09/2012
313	ACA.5004.0004.0609	10/01/2014	Purchase Price Insurance Product Disclosure Statement and Policy Document	

314	ACA.5004.0004.0633	18/05/2012	Suzuki Purchase Price Insurance Product Disclosure and Policy Document	1/09/2012
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Annexure 3 – PDS and policy documents for Extended Motor Warranty

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
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

16	ACA.5005.0003.0347	18/02/2008	Volkswagen Used Vehicle Extended Warranty Policy Document (Product Disclosure Statement)
17	ACA.5005.0003.0367	18/02/2008	Volkswagen New Vehicle Extended Warranty Policy Document (Product Disclosure Statement)
18	ACA.5005.0003.0387	19/12/2008	Škoda New Vehicle Extended Warranty Product Disclosure Statement and Policy Document
19	ACA.5005.0003.0403	28/11/2008	Škoda Used Vehicle Extended Warranty 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)	
	ACA.5006.0001.0362	2/12/2013	Audi Tyre and Rim Cover Product Disclosure Statement and Policy Document	01/09/2012

#	Document ID	Document date	Document title	Supplementary PDS Date
13				18/10/2014
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

#	Document ID	Document date	Document title	Supplementary PDS Date
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
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	
	ACA.5006.0001.1306	1/09/2015	Tyre and Rim Insurance Policy	01/09/2012

#	Document ID	Document date	Document title	Supplementary PDS Date
44				18/10/2014
45	ACA.5006.0001.1274	14/04/2016	Tyre and Rim Insurance Policy	
46	ACA.5006.0001.1477	23/07/2013	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	01/09/2012
				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

#	Document ID	Document date	Document title	Supplementary PDS Date
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
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	
66	ACA.5006.0002.0269	22/01/2015	Jaguar Tyre & Rim Insurance Policy Document and Product Disclosure Statement	
67	ACA.5006.0002.0301	22/01/2015	Land Rover Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
68	ACA.5006.0002.0333	19/06/2014	Mini Tyre & Rim Insurance Policy Document and Product Disclosure Statement	
69	ACA.5006.0002.0365	23/10/2012	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
70	ACA.5006.0002.0393	1/09/2015	Tyre and Rim Insurance Policy	
71	ACA.5006.0002.0425	23/07/2013	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	

#	Document ID	Document date	Document title	Supplementary PDS Date
72	ACA.5006.0002.0453	1/06/2015	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
73	ACA.5006.0002.0485	2/12/2013	Škoda Tyre & Rim Cover Product Disclosure Statement and Policy Document	
74	ACA.5006.0002.0513	28/12/2013	Škoda Tyre & Rim Cover Product Disclosure Statement and Policy Document	
75	ACA.5006.0002.0541	3/02/2015	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
76	ACA.5006.0002.0573	3/02/2015	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
77	ACA.5006.0002.0605	29/06/2015	Suzuki Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
78	ACA.5006.0002.0637	18/05/2012	Suzuki Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
79	ACA.5006.0002.0665	13/01/2016	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Document	
80	ACA.5006.0002.0697	26/11/2012	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Document	
81	ACA.5006.0002.0725	1/02/2014	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Document	
82	ACA.5006.0002.0753	1/08/2015	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Document	
83	ACA.5006.0003.0121	8/04/2009	Tyre & Rim Insurance Policy Document (Product Disclosure Statement)	

#	Document ID	Document date	Document title	Supplementary PDS Date
84	ACA.5006.0003.0149	19/06/2014	Mini Tyre & Rim Insurance. Policy Document and Product Disclosure Statement.	1/09/2012
85	ACA.5006.0003.0211	14/11/2012	Mini Tyre & Rim Insurance. Policy Document and Product Disclosure Statement.	1/09/2012
86	ACA.5006.0003.0326	4/10/2012	Tyre & Rim Insurance Policy Document (Product Disclosure Statement)	1/09/2012
87	ACA.5006.0003.0357	14/01/2013	Tyre & Rim Insurance Product Disclosure Statement and Policy Document.	1/09/2012
88	ACA.5006.0003.0443	1/07/2014	Tyre & Rim Insurance Product Disclosure Statement and Policy Document.	1/09/2012
89	ACA.5006.0003.0505	10/09/2009	Tyre and Rim Insurance Policy	
90	ACA.5006.0003.0565	16/09/2011	Tyre and Rim Insurance Policy	1/09/2012
91	ACA.5006.0003.0660	1/02/2014	Volkswagen Tyre and Rim Cover Product Disclosure Statement and Policy Document	1/09/2012
92	ACA.5006.0003.0780	1/02/2014	Audi Tyre and Rim Cover Product Disclosure Statement and Policy Document	1/09/2012
93	ACA.5006.0003.0810	29/03/2017	Audi Tyre and Rim Cover Product Disclosure Statement and Policy Document	

#	Document ID	Document date	Document title	Supplementary PDS Date
94	ACA.5006.0003.0870	1/02/2014	Škoda Tyre and Rim Cover Product Disclosure Statement and Policy Document	1/09/2012
95	ACA.5006.0003.0929	1/07/2014	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	1/09/2012
96	ACA.5006.0003.0963	1/07/2014	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	
97	ACA.5006.0003.1058	13/12/2012	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	1/09/2012
98	ACA.5006.0003.1116	1/03/2014	Honda Tyre and Rim Insurance Policy Document and Product Disclosure Statement	
99	ACA.5006.0003.1180	18/05/2012	Suzuki Tyre & Rim Insurance Product Disclosure Statement and Policy Document	1/09/2012
100	ACA.5006.0003.1243	23/07/2013	Tyre & Rim Insurance Product Disclosure Statement and Policy Document	1/09/2012
101	ACA.5006.0003.1305	1/07/2014	Tyre & Rim Insurance Product Disclosure Statement and Policy Document.	
102	ACA.5006.0003.1493	3/02/2015	Tyre & Rim Insurance Product Disclosure Statement and Policy Document.	

Annexure 5 – PDS and policy documents for Loan Protection Insurance with OnePath Trauma & Death Cover

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.5000.0009.0001	8/11/2010	Loan Protection Insurance Product Disclosure Statement and Policy Document	
2	ACA.5003.0001.3371	8/11/2010	Motorcycle Loan Protection Insurance Product Disclosure Statement and Policy Document	
3	ACA.5003.0001.3071	8/11/2010	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
4	ACA.5003.0001.3201	28/02/2012	Loan Protection Insurance Product Disclosure Statement and Policy Document.	
5	ACA.5003.0001.3335	28/02/2012	Motorcycle Loan Protection Insurance Product Disclosure Statement and Policy Document.	
6	ACA.5003.0001.3035	28/02/2012	Business Loan Protection Insurance Product Disclosure Statement and Policy Document.	
7	ACA.5003.0004.0853	1/12/2014	Loan Protection Insurance Product Disclosure Statement and Policy Document	
8	ACA.5003.0004.0809	1/12/2014	Business Loan Protection Insurance Product Disclosure Statement and Policy Document	
9	ACA.5003.0001.3155	1/12/2014	Loan Protection Insurance Product Disclosure Statement and Policy Document.	17/09/2016
10	ACA.5003.0001.2990	1/12/2014	Business Loan Protection Insurance Product Disclosure Statement and Policy Document.	1/08/2016