



# **SUPREME COURT OF VICTORIA**

## **IMPORTANT NOTICE**

**Tracy-Ann Fuller & Jordan Wilkinson v Allianz Australia Insurance Limited &  
Allianz Australia Life Insurance Limited  
(Proceeding number: S ECI 2020 02853)**

**ALLIANZ CLASS ACTION**

THIS NOTICE IS SENT BY ORDER OF THE SUPREME COURT OF  
VICTORIA.

IT IS IMPORTANT THAT YOU READ THIS NOTICE CAREFULLY  
BECAUSE IT MAY AFFECT YOUR LEGAL RIGHTS.

## 1. WHY ARE YOU RECEIVING THIS NOTICE?

1. The purpose of this notice is to inform you of a class action (**Allianz Class Action**) in the Supreme Court of Victoria (**the Court**) brought against Allianz Australia Insurance Limited (**Allianz**) & Allianz Australia Life Insurance Limited (**Allianz Life**). The joint plaintiffs in the Allianz Class Action are Ms Tracy-Ann Fuller and Mr Jordan Wilkinson (the **Plaintiffs**). The joint lawyers for the Plaintiffs are Johnson Winter & Slattery (**JWS**) and Maurice Blackburn Lawyers (**Maurice Blackburn**).
2. The Allianz Class Action relates to 'add-on' insurance products issued or offered by Allianz, or by Allianz and Allianz Life, which were sold in motor vehicle dealerships to persons who purchased motor vehicles or motorcycles (**vehicles**) between 1 June 2006 to 27 September 2021.
3. The Plaintiffs commenced the Allianz Class Action on their own behalf and on behalf of **Group Members** (described in section 4 below).
4. The Court has ordered that this notice be published for the information of persons who might be Group Members in the class action and may be affected by the class action. **You are receiving this notice because you have been identified as a potential Group Member in the class action with the potential to receive compensation for any loss you may have suffered.**
5. This notice provides important information about:
  - a. the Allianz Class Action, including what it is about and how it is currently being paid for;
  - b. what you need to do if you wish to remove yourself from participating in the Allianz Class Action (namely, to **opt out** of the class action before **15 April 2022**); and
  - c. how your rights are affected if you do not opt out before 15 April 2022.
6. **You should read this notice carefully. Any questions you have concerning the matters contained in this notice should *not* be directed to the Court. If there is anything in it that you do not understand, you should seek independent legal advice or contact JWS or Maurice Blackburn (see contact details in section 8 below).**

## 2. WHAT IS A CLASS ACTION?

7. A class action is a type of legal proceeding in which the claims of a group of persons (the group members) are brought in a single proceeding.
8. A class action is brought by one or more persons (the plaintiffs) on behalf of the group members. Unless a group member opts out (as explained in section 5 below), they are automatically covered by the class action even if they did not take any active steps to join it before it was commenced.

### 3. WHAT IS THE ALLIANZ CLASS ACTION?

9. The Allianz Class Action is brought against Allianz and Allianz Life.
10. The class action relates to 'add on' insurance products issued or offered by Allianz, or by Allianz and Allianz Life, which were sold to consumers at or around the time they purchased a vehicle from a motor vehicle dealership. The products are listed in section 4 below.
11. In summary, the Plaintiffs allege that:
  - a. Dealers acting on Allianz's behalf, gave "personal advice" to the Plaintiffs and some Group Members who purchased add-on insurance products, but Dealers and/or Allianz breached various obligations in relation to the giving of that advice;
  - b. Allianz engaged in misleading or deceptive conduct and made false or misleading representations in relation to the sale of the add-on insurance products to the Plaintiffs and Group Members;
  - c. Allianz engaged in unconscionable conduct in relation to the sale of the add-on insurance products to the Plaintiffs and Group Members;
  - d. Allianz caused the Plaintiffs and some or all Group Members to pay for the add-on insurance products as a result of a mistaken belief in relation to the products;
  - e. as a consequence of Allianz's alleged conduct, the Plaintiffs and Group Members suffered 'loss or damage'.
12. The Plaintiffs seek a number of types of relief on behalf of themselves and Group Members, including damages to compensate each Group Member and/or recovery of the amount of the premiums mistakenly paid.
13. Allianz and Allianz Life deny the allegations and are defending the class action.
14. The detailed allegations are set out in the Plaintiffs' Consolidated Statement of Claim. Copies of the Consolidated Statement of Claim and the Defence are available to be viewed on the websites referred to in section 8 below.

### 4. ARE YOU A GROUP MEMBER?

15. You are a Group Member in this class action if each of the following subparagraphs (a) to (e) applies to you:
  - a. at any time between 1 June 2006 to 27 September 2021 inclusive you purchased one or more of the following add-on insurance products at or around the time you purchased a vehicle from a motor vehicle dealership:
    - i. **Loan Protection Insurance** (also referred to as "repayment insurance", "consumer credit insurance" or "CCI"), including Loan Protection Insurance which was issued by both Allianz and OnePath Life Limited;

- ii. **Motor Equity Insurance** (also referred to as “guaranteed asset protection insurance”, “GAP insurance”, “shortfall insurance”, “purchase price insurance” or “value protect insurance”);
    - iii. **Extended Motor Warranty** (also referred to as “mechanical insurance”, “motor vehicle warranty” or “extended warranty insurance”); or
    - iv. **Tyre and Rim Insurance**;
  - b. you became liable to pay or paid (directly or indirectly), a premium to either of Allianz, or Allianz and Allianz Life for the add-on insurance products;
  - c. you were not, and are not, any of the following:
    - i. a director, an officer, or a close associate of Allianz or Allianz Life;
    - ii. a judge, Associate Judge or Judicial Registrar of the Supreme Court of Victoria;
  - d. you suffered loss or damage by reason of the alleged contravening conduct of Allianz and/or Allianz Life as pleaded in the Consolidated Statement of Claim; and
  - e. you satisfied the definition of a ‘consumer’ within the meaning of s 12BC of the *Australian Securities and Investments Commission Act 2001* (Cth) in your dealings with Allianz and/or Allianz Life
16. In addition to the above requirements, for persons who purchased add-on insurance products prior to 7 July 2014, you are a Group Member if your claim falls within the exception to the statutory limitation period applicable to your claim.
17. You have been sent this notice because you have been identified as someone who may be a Group Member in the Allianz Class Action.
18. If you do not fit the above description, you may disregard this notice. **If you fit the above description, you should read this notice carefully as it will affect your rights.**
19. If you are unsure whether or not you are a Group Member, you should:
- a. contact JWS or Maurice Blackburn (see contact details in section 8 below); or
  - b. seek your own independent legal advice without delay.
20. Further information is also available at JWS’ website: [www.allianzclassaction.com.au](http://www.allianzclassaction.com.au) or Maurice Blackburn’s website: [www.mauriceblackburn.com.au/class-actions/current-class-actions/car-dealer-add-on-insurance-class-actions/](http://www.mauriceblackburn.com.au/class-actions/current-class-actions/car-dealer-add-on-insurance-class-actions/)

## 5. WHAT ARE YOUR OPTIONS?

21. If you are a Group Member, you have two options, which are set out in detail below.

### Option 1 - Opt out

If you fit the definition of a Group Member but do **not** want your rights to be determined by this class action **you must opt out** by **4pm (AEDT) on Friday 15 April 2022**.

If you choose to 'opt out':

- you will cease to be a Group Member in the Allianz Class Action;
- you will not be entitled to share the benefit of any order, judgment or settlement in favour of the Plaintiffs and Group Members in the Allianz Class Action;
- you may be at liberty to bring your own claims against Allianz and/or Allianz Life, provided that you file Court proceedings within the time limit applicable to your claims. **If you wish to bring your own claims against Allianz and/or Allianz Life, you should seek your own independent legal advice about your claims and any time limits prior to opting out.**

### **How can you opt out?**

If you do not wish to remain a Group Member in the Allianz Class Action, you must opt out of the class action by completing an '**opt out notice**' in the form shown at **Attachment A** below. You must then return the completed notice to the Registry of the Supreme Court of Victoria at the address on the form.

Each Group Member seeking to opt out should fill out a separate form.

**IMPORTANT: the notice must reach the Registry by no later than 4pm (AEDT) on Friday 15 April 2022, otherwise it will not be effective.**

### Option 2 - Remain a Group Member

If you choose this option, **there is nothing you need to do at the present time.**

You will remain a Group Member of the Allianz Class Action and your claims will be collectively resolved through the Allianz Class Action.

If you remain a Group Member, you will be bound by any settlement or judgment in the Allianz Class Action. If the class action is successful, you may be entitled to share in the benefit of any order, judgment or settlement in favour of the Plaintiffs and Group Members, although you may have to satisfy certain conditions before your entitlement arises.

If the class action is unsuccessful or is not as successful as you might have wished, you will not be able to pursue the same claims and may not be able to pursue related claims against Allianz and/or Allianz Life in other legal proceedings.

## **6. WHAT IF YOU HAVE ALREADY CEASED TO BE A GROUP MEMBER?**

22. Some potential Group Members have already contacted the Court seeking to opt out of the Allianz Class Action.
23. The Court has made orders that certain Group Members cease to be Group Members in the Allianz Class Action (**former Group Members**).
24. If you are a former Group Member, you can apply to re-join the Allianz Class Action as a Group Member until no later than **4pm (AEDT) on Friday 15 April 2022**. Neither JWS nor Maurice Blackburn can assist you with this. Please seek independent legal advice.
25. If you are a former Group Member and you do not wish to rejoin the Allianz Class Action, there is nothing further you need to do and you may disregard this notice.

## **7. INFORMATION ABOUT HOW THE CLASS ACTION IS BEING FUNDED**

### **No 'out of pocket' costs for Group Members in the Allianz Class Action**

26. Group Members are not, and will not be, liable for any legal costs out of their own pocket by remaining in the Allianz Class Action.
27. If the class action is **unsuccessful**, Group Members will not be liable to pay any costs.
28. If the class action is **successful** (that is, if any monetary compensation is recovered from Allianz and/or Allianz Life by judgment or settlement), any legal costs that are payable to JWS and Maurice Blackburn will be deducted from, and will not exceed, the amount of monetary compensation recovered for the Group Members.
29. This position will not change, even if the way in which the Allianz Class Action is being paid for changes in the future.
30. The only exception to this is if, following determination of the issues in the class action which are common to all Group Members, you choose to participate in a hearing regarding questions concerning your individual claim. You will be told about this well in advance and will be able to choose whether to participate in the hearing of your individual claim, at which time information about legal costs will be provided to you. If you decide not to participate, you will not have any liability for legal costs out of your own pocket.

### **How the Allianz Class Action is currently being paid for**

31. The lawyers jointly running the case on behalf of the Plaintiffs and the Group Members are JWS and Maurice Blackburn.
32. All costs associated with the Allianz Class Action will be covered by JWS (or their litigation funder, Balance Legal Capital I UK Ltd (**Balance**)) and Maurice Blackburn unless and until there is a successful outcome.

33. Even if there is a successful outcome, no amounts can be paid out of any monetary compensation recovered from Allianz and/or Allianz Life to JWS and Maurice Blackburn for the work they have done, until the Court approves such payments.
34. JWS has been provided with a 'limited recourse' loan by Balance to allow JWS to provide the legal services and pay for any expenses over the course of the Allianz Class Action. Balance is not entitled to claim repayment of the loan from JWS unless there is a successful outcome, and any amount paid to Balance will be limited to the amount ordered to be paid to JWS by the Court. Balance has no contractual recourse against the Plaintiffs or Group Members for repayment of its loan with JWS.
35. These arrangements might change in the future. This is explained below.

### **How the class action might be paid for differently in the future**

#### *Group Costs Order*

36. The Plaintiffs have indicated they intend to apply to the Court for an order that the legal costs payable to JWS and Maurice Blackburn be calculated as a percentage of any settlement or judgment sum recovered for Group members at the end of the class action. This is called a Group Costs Order. If the Court makes this order, the liability for payment of the legal costs incurred by JWS and Maurice Blackburn will be shared between the Plaintiffs and all Group Members, regardless of whether or not those Group Members have entered into contracts with JWS (and/or Balance) or Maurice Blackburn. The Court cannot approve an extra 'uplift fee' if it has made a Group Costs Order.
37. A Group Costs Order would involve one single deduction (for payment to JWS and Maurice Blackburn for the legal work they have undertaken) from any money recovered for Group Members from a settlement or judgment.
38. If a Group Costs Order is made, the law requires JWS and Maurice Blackburn to pay any costs payable to Allianz and/or Allianz Life in the class action. JWS and Maurice Blackburn must also give any security for the costs of Allianz and/or Allianz Life in the class action that the Court may order the Plaintiffs to give.

#### *Potential alternative funding*

39. If the Group Costs Order application is unsuccessful, the way the class action is being funded may change.
40. However, whether the class action proceeds under the current funding arrangements, becomes subject to a Group Costs Order, or instead proceeds with a different funding arrangement, **Group Members will not have to pay any costs out of their own pocket.**

### **8. WHERE CAN YOU OBTAIN FURTHER INFORMATION?**

41. Copies of relevant documents, including this notice and the Consolidated Statement of Claim, may be obtained by:
  - a. downloading them from either:

- i. JWS' website: [www.allianzclassaction.com.au](http://www.allianzclassaction.com.au)
    - ii. Maurice Blackburn's website: [www.mauriceblackburn.com.au/class-actions/current-class-actions/car-dealer-add-on-insurance-class-actions/](http://www.mauriceblackburn.com.au/class-actions/current-class-actions/car-dealer-add-on-insurance-class-actions/)
    - iii. the Supreme Court of Victoria website: <https://www.supremecourt.vic.gov.au/law-and-practice/specialist-lists-of-the-court/group-proceedings-class-actions/allianz-group>
  - b. inspecting them:
    - i. by appointment, between 9am and 5pm, at one of the offices of JWS or Maurice Blackburn, contact details for which are available from the web addresses above or by calling JWS on +61 3 8611 1333 or Maurice Blackburn on 1800 497 191;
    - ii. at the Commercial Court Registry of the Supreme Court of Victoria at ground floor, 450 Little Bourke Street, Melbourne VIC 3000.
42. Please consider the above matters carefully. If there is anything of which you are unsure, you can:
- a. contact JWS on +61 3 8611 1333 or [allianzclassaction@jws.com.au](mailto:allianzclassaction@jws.com.au);
  - b. contact Maurice Blackburn on 1800 497 191 or [addonclassaction@mauriceblackburn.com.au](mailto:addonclassaction@mauriceblackburn.com.au); or
  - c. seek independent legal advice.
43. The Supreme Court should **not** be contacted for legal advice.
44. This notice was approved by the Supreme Court and published pursuant to Orders made on 20 December 2021.

**You should not delay in making any decision to opt out or seek further advice.**

# ATTACHMENT A

## NOTICE OF OPTING OUT BY GROUP MEMBER

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

No. S ECI 2020 02853

BETWEEN:

**TRACY-ANN FULLER and another**

Plaintiffs

and

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

Defendants

To: Manager, Commercial Court Registry and Deputy Registrar  
Supreme Court of Victoria  
Commercial Court Registry  
210 William Street  
Melbourne Victoria 3000  
[commercialcourt@supcourt.vic.gov.au](mailto:commercialcourt@supcourt.vic.gov.au)

I, [*print name*].....,

a group member in the above group proceeding, give notice under section 33J(2) of the *Supreme Court Act 1986* that I am opting out of this proceeding.

|  |  |
|--|--|
| Date:  |  |
| Signature of group member or the group member's solicitor: |  |
| Address of group member:                                   |  |

**If you would like to opt out of the Allianz Class Action, please return this form to the Commercial Court Registry of the Supreme Court of Victoria by email or by post, at the addresses on this form, by **4pm (AEDT) on Friday 15 April 2022.****

## ANNEXURE B

### NOTICE TO GROUP MEMBERS - SUPREME COURT OF VICTORIA ALLIANZ CLASS ACTION (PROCEEDING NO: S ECI 2020 02853)

The Supreme Court of Victoria has ordered that this notice be published to notify persons who might have claims affected by a class action (**Allianz Class Action**) brought against Allianz Australia Insurance Limited (**Allianz**) & Allianz Australia Life Insurance Limited (**Allianz Life**).

Group members include persons who, at any time between 1 June 2006 and 27 September 2021 (inclusive), purchased one or more 'add-on' insurance products issued or offered by Allianz, or by Allianz and Allianz Life, at or around the time they purchased a motor vehicle or motorcycle from a vehicle dealership.

The Allianz Class Action involves allegations that Allianz engaged in unconscionable conduct and/or misleading or deceptive conduct in contravention of the *Australian Securities and Investments Commission Act 2001* (Cth) and the *Corporations Act 2001* (Cth) in relation to the sale of the add-on insurance products to the Plaintiffs and group members.

The Plaintiffs (Ms Tracy-Ann Fuller and Mr Jordan Wilkinson) are jointly represented by Johnson Winter & Slattery (**JWS**) and Maurice Blackburn Lawyers (**Maurice Blackburn**).

The Plaintiffs allege that, as a consequence of Allianz's alleged conduct, purchasers of add-on insurance products between 1 June 2006 and 27 September 2021 suffered loss or damage.

Compensation and damages are sought against Allianz and Allianz Life. Allianz and Allianz Life deny the allegations and are defending the class action.

The relevant add-on insurance products are: Loan Protection Insurance (part of this cover may have been issued by Allianz Life or OnePath Life Limited); Motor Equity Insurance; Extended Motor Warranty; and Tyre & Rim Insurance.

**If you purchased one or more of the add-on insurance products listed above, which were sold in motor vehicle dealerships to persons who purchased motor vehicles and motor cycles between 1 June 2006 and 27 September 2021 inclusive, you may be a group member of this class action and may be able to claim compensation.**

If you are a group member and you wish to participate in this class action, you do not need to take any action.

If you are a group member and you do not wish to participate in this class action, you must provide an **Opt Out Notice** to the Supreme Court of Victoria by **by 4pm (AEDT) on Friday 15 April 2022**. The Opt Out Notice is available at JWS' website: [www.allianzclassaction.com.au](http://www.allianzclassaction.com.au) or Maurice Blackburn's website: [www.mauriceblackburn.com.au/class-actions/current-class-actions/car-dealer-add-on-insurance-class-actions/](http://www.mauriceblackburn.com.au/class-actions/current-class-actions/car-dealer-add-on-insurance-class-actions/)

All costs associated with the Allianz Class Action will be covered by JWS (or their litigation funder, Balance Legal Capital I UK Ltd) and Maurice Blackburn unless and until there is a successful outcome (either by settlement or by Court judgment).

For further information or to obtain a copy of the **Long Form Notice**, which provides more detail about the Allianz Class Action and the matters referred to in this notice, please:

- visit either:
  - the Supreme Court's website: [www.supremecourt.vic.gov.au/law-and-practice/specialist-lists-of-the-court/group-proceedings-class-actions/allianz-group](http://www.supremecourt.vic.gov.au/law-and-practice/specialist-lists-of-the-court/group-proceedings-class-actions/allianz-group), or
  - JWS' website: [www.allianzclassaction.com.au](http://www.allianzclassaction.com.au) or
  - Maurice Blackburn's website: [www.mauriceblackburn.com.au/class-actions/current-class-actions/car-dealer-add-on-insurance-class-actions/](http://www.mauriceblackburn.com.au/class-actions/current-class-actions/car-dealer-add-on-insurance-class-actions/)
  
- contact either JWS on +61 3 8611 1333 or [allianzclassaction@jws.com.au](mailto:allianzclassaction@jws.com.au) or Maurice Blackburn on 1800 497 191 or [addonclassaction@mauriceblackburn.com.au](mailto:addonclassaction@mauriceblackburn.com.au)

You should read the Long Form Notice before deciding whether or not to opt out of the Allianz Class Action.