



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

Case: S ECI 2024 02663

Filed on: 30/05/2025 01:59 PM

No. S ECI 2024 02663

**B E T W E E N**

**DEBRA GAYE-ANN DAWSON**

First Plaintiff

**ANGELA SUSAN WILLIAMS**

Second Plaintiff

**ANDREW JOHN INGLIS**

Third Plaintiff

-and-

**INSURANCE AUSTRALIA LIMITED (ACN 000 016 722)**

First Defendant

**INSURANCE MANUFACTURERS OF AUSTRALIA PTY LIMITED  
(ACN 004 208 084)**

Second Defendant

**REPLY**

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Date of Document:	30 May 2025	
Filed on behalf of:	The Plaintiffs	
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In answer to the Defendants' defence dated 16 May 2025, the Plaintiffs say:

1. As to paragraph 6(b)(i), the First Plaintiff is unable to plead to the allegation that she was issued the SGIO branded motor vehicle policy (number MOT214076822) in or around

November 2005, because she does not have a copy of that policy, and the Defendants have refused to provide it.

### PARTICULARS

On 9 October 2024, the Plaintiffs served a Notice to Produce in this proceeding prior to the consolidation orders made on 11 March 2025, pursuant to rule 29.10(2) of the *Supreme Court (General Civil Procedure) Rules 2015*, seeking, relevantly, the policy now referred to in paragraph 6(b)(i) of the Defence.

On 16 October 2024, the Defendants wrote to the Plaintiffs that, insofar as the Notice referred to what is now paragraph 6(b)(i) of the Defence, that paragraph did “*not make reference to any specific document for the purposes of that rule [29.10(2)], but merely refer[s] to the issue or renewal of policies. On that basis, our clients do not produce any documents in response...* ”.

2. As to paragraph 6(b)(ii), the First Plaintiff refers to and repeats paragraph 1 above.
3. As to paragraph 6(b)(iii), the First Plaintiff is unable to plead to the allegation that she was issued an IAL Insurance Policy, being a Home Contents policy (number HOM345143907), valid from on or around 7 March 2008, because she does not have a copy of that policy, and the Defendants have refused to provide it.

### PARTICULARS

On 9 October 2024, the Plaintiffs served a Notice to Produce in this proceeding prior to the consolidation orders made 11 March 2025, pursuant to rule 29.10(2) of the *Supreme Court (General Civil Procedure) Rules 2015*, seeking, relevantly, the policy now referred to in paragraph 6(b)(iii) of the Defence.

On 16 October 2024, the Defendants wrote to the Plaintiffs that, insofar as the Notice referred to what is now paragraph 6(b)(iii) of the Defence, that paragraph did “*not make reference to any specific document for the purposes of that rule [29.10(2)], but merely refer[s] to the issue or renewal of policies. On that basis, our clients do not produce any documents in response...* ”.

4. As to paragraph 6(c)(i), the First Plaintiff refers to and repeats paragraphs 1 and 3 above.
5. As to paragraph 6(b)(ii), the First Plaintiff refers to and repeats paragraph 3 above.

6. As to paragraph 8(b), the Third Plaintiff is unable to plead to the allegation that he was issued an NRMA branded motor vehicle policy (number TP02862559) in or around 1987, because he does not have a copy of that policy.
7. As to paragraph 8(c), the Third Plaintiff refers to and repeats paragraph 6 above.
8. As to paragraph 8(d), the Third Plaintiff is unable to plead to the allegation that he was issued two NRMA branded motor vehicle policies (numbers CR90141089 and M202517608) in or around 1990, because he does not have a copy of those policies.
9. As to paragraph 8(e), the Third Plaintiff refers to and repeats paragraph 8 above.
10. As to paragraph 8(f), the Third Plaintiff is unable to plead to the allegation that he was first issued IAL Insurance Policies, being a Home Building Policy (number HOM022975041) and a Home Contents Policy (number HOM022996955), valid from on or around 21 July 1999, because he does not have a copy of those policies.
11. As to paragraph 8(g)(i)–(ii), the Third Plaintiff is unable to plead to the allegation that he was issued an NRMA branded Home Building insurance policy (number HOM083081367) on or about 5 November 2001, because he does not have a copy of this policy.
12. As to paragraph 8(h)(ii), the Third Plaintiff refers to and repeats paragraph 11 above.
13. As to paragraph 8(i)(ii), the Third Plaintiff is unable to plead to the allegation that the NRMA branded Home and Contents insurance policy referred to at paragraph 8(i)(i) of the Defence (number HOM334495426) was issued on or about 13 November 2007, because he does not have a copy of this policy from this date.
14. As to paragraph 8(j)(i), the Third Plaintiff refers to and repeats paragraph 13 above.
15. As to paragraph 8(k)(i), the Third Plaintiff is unable to plead to the allegation that he was issued a further IAL Insurance Policy, being a Home@50 Buildings and Contents Policy (number HOM532644137) valid from on or around 29 July 2014, because he does not have a copy of this policy from this date.
16. As to paragraph 8(l)(i), the Third Plaintiff refers to and repeats paragraph 7 above.
17. As to paragraph 8(l)(ii), the Third Plaintiff refers to and repeats paragraph 10 above.
18. As to paragraph 8(m)(ii), the Third Plaintiff admits this paragraph.

19. As to paragraph 8(n)(i), the Third Plaintiff refers to and repeats paragraph 7 above.
20. As to paragraph 8(n)(ii), the Third Plaintiff refers to and repeats paragraph 6 above.
21. The Plaintiffs otherwise join issue with the matters pleaded in the Defence.

Dated: 30 May 2025

R DOYLE SC  
K BURKE SC  
J PAGE

**SLATER AND GORDON**

Solicitors for the Plaintiffs