



**IN THE SUPREME COURT OF VICTORIA
COMMERCIAL COURT
GROUP PROCEEDING LIST**

Case: S ECI 2024 05243

Filed on: 26/11/2025 05:11 PM

No. S ECI 2024 05243

B E T W E E N

TRACEY LEIGH HEPI, ERU MARTIN HEPI AND GLENDA WALKER

Plaintiffs

-and-

TOYOTA FINANCE AUSTRALIA LIMITED (ACN 002 435 181)

First Defendant

**AIOI NISSAY DOWA INSURANCE COMPANY AUSTRALIA PTY
LTD (ACN 132 524 282)**

Second Defendant

REPLY

Date of Document:	26 November 2025	Solicitors Code:	11747
Filed on behalf of:	The Plaintiffs	DX:	N/A
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As to the First Defendant's defence to the further amended statement of claim filed on 5 November 2025, the Plaintiffs join issue with each and every allegation made therein, and further —

1. As to paragraph 1(b)(iv), say that any limitation period which may have expired may be extended by a court pursuant to s 38 of the *Limitation Act 2005* (WA).
2. As to paragraph 11(d)(i), say that at all relevant times the issuing of Add-on Insurance products was a financial service pursuant to ss 12BAB(1)(b) and 12BABE(7)(b) of the *Australian Securities and Investments Commission Act 2001* (Cth).

3. As to paragraph 38(b)(i), with respect to claims of unjust transactions, say that to the extent that any Consumer Car Loans were entered before 1 April 2010, such loans were “carried over instruments” within the meaning of section 4 of the *National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009* (Cth) and were therefore credit contracts to which the National Credit Code and NCCP Act applied pursuant to Item 3(2) of Schedule 1 to the *National Consumer Credit Protection (Transitional and Consequential Provisions) Act 2009* (Cth).
4. As to paragraph 143, say that:
 - (a) with respect to sub-paragraph (c)(iii), the plaintiffs refer to and repeat paragraph 1 above;
 - (b) with respect to sub-paragraph (c)(iv), any applicable limitation period which may have expired may be extended by a Court or were postponed (as the case may be) pursuant to:
 - (i) ss 33 and 34 of the *Limitation Act 1985* (ACT);
 - (ii) ss 55 and 56 of the *Limitation Act 1969* (NSW);
 - (iii) ss 42 - 44 of the *Limitation Act 1981* (NT);
 - (iv) s 38 of the *Limitations Act 1974* (Qld);
 - (v) s 48 of the *Limitation of Actions Act 1936* (SA);
 - (vi) s 32 of the *Limitation Act 1974* (Tas);
 - (vii) s 27 of the *Limitation of Actions Act 1958* (Vic); and
 - (viii) s 38 of the *Limitation Act 2005* (WA).
5. As to paragraph 144, say that:
 - (a) with respect to sub-paragraphs (b) and (d), the plaintiffs refer to and repeat paragraph 1 above;
 - (b) with respect to sub-paragraphs (c) and (e), any applicable limitation period which may have expired may be extended by a Court or were postponed (as the case may be) pursuant to:

- (i) s 27 of the *Limitation of Actions Act 1958* (Vic);
- (ii) ss 55 and 56 of the *Limitation Act 1969* (NSW);
- (iii) ss 33 and 34 of the *Limitation Act 1985* (ACT);
- (iv) ss 42 - 44 of the *Limitation Act 1981* (NT);
- (v) s 38 of the *Limitations Act 1974* (Qld);
- (vi) s 48 of the *Limitation of Actions Act 1936* (SA);
- (vii) s 32 of the *Limitation Act 1974* (Tas); and
- (viii) s 38 of the *Limitation Act 2005* (WA).

6. As to paragraph 145(c), say that:

- (a) with respect to subparagraph (iii), the plaintiffs refer to and repeat paragraph 1 above;
- (b) with respect to subparagraph (iv), any applicable limitation period which may have expired may be extended by a Court or were postponed (as the case may be) pursuant to:
 - (i) s 27 of the *Limitation of Actions Act 1958* (Vic);
 - (ii) ss 55 and 56 of the *Limitation Act 1969* (NSW);
 - (iii) ss 33 and 34 of the *Limitation Act 1985* (ACT);
 - (iv) ss 7, 42 - 44 of the *Limitation Act 1981* (NT);
 - (v) s 38 of the *Limitations Act 1974* (Qld);
 - (vi) s 48 of the *Limitation of Actions Act 1936* (SA);
 - (vii) s 32 of the *Limitation Act 1974* (Tas); and
 - (viii) s 38 of the *Limitation Act 2005* (WA).

Dated: 26 November 2025

E Dias

A handwritten signature in black ink, appearing to read 'Paull', with a large, stylized initial 'P'.

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Andrew Paull

Lawyer for the Plaintiffs