



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

Case: S ECI 2020 02853

No. S ECI 2020 02853 Filed on 31/08/2020 06:14 PM

BETWEEN

TRACY-ANN FULLER

Plaintiff

and

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

CLASS ACTION INFORMATION SUMMARY STATEMENT

Date of Document: 31 August 2020

Filed on behalf of: The Plaintiff

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ALLIANZ CLASS ACTION

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

SUPREME COURT OF VICTORIA S ECI 2020 02853

CLASS ACTION INFORMATION SUMMARY STATEMENT

1 What is a class action?

A class action, also referred to as a “representative proceeding”, is a proceeding brought by a representative plaintiff on their own behalf and on behalf of a class of persons, often called “group members”, against another party, or parties, referred to as the defendant(s). To commence a class action, there must be seven or more people who have claims that arise out of the same or similar circumstances, such as this case. The class action process allows for the court to determine the common issues that apply to the group members in an efficient manner.

2 What is the Allianz Class Action about?

Allianz Australia Insurance Limited (**Allianz**) and, in the case of some policies, Allianz and Allianz Australia Life Insurance Limited (**Allianz Life**) together issued “add-on” insurance policies which were presented and sold to consumers at the time they purchased a car or motorcycle from a vehicle dealership. These “add-on” insurance policies included:

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

The Allianz Class Action alleges that Allianz engaged in misleading and deceptive conduct and unconscionable conduct in relation to the issue of the “add-on” insurance policies. It is also alleged that some group members purchased “add-on” products in circumstances whereby they were mistaken as to key matters relating to the policies as a result of the conduct of Allianz and/or the dealers acting on their behalf. The Allianz Class Action seeks compensation for group members who bought these policies.

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

You may be a group member if you:

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

4 What is the role and responsibility of the representative plaintiff?

The role of the representative plaintiff, Ms Tracy-Ann Fuller, is to be the representative for the group members. The representative plaintiff (**Plaintiff**) has responsibility for the conduct of the Allianz Class Action on behalf of the group members and may give evidence during the Allianz Class Action.

5 Who is the firm acting for the Plaintiff?

Johnson Winter & Slattery (**JWS**).

6 How is the Allianz Class Action funded?

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

While the Balance Funding has not terminated, the terms of the JWS Retainer are now governing the funding of the Allianz Class Action. If there are any changes to the funding arrangements summarised below, including reversion to the Balance Funding, we will notify group members in an updated Funding Information Statement.

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

In the event of a Successful Outcome, the fees and expenses (also known as disbursements) incurred by the Plaintiff in the Proceedings will be subject to the order of the Court and calculated as explained below.

In order for JWS to represent the Plaintiff and Group Members in the Allianz Class Action and to only seek payment as ordered by the Court in the event of a Successful Outcome, JWS has been issued with a limited recourse loan by Balance (**Balance**) (**Loan**). This Loan allows JWS to provide the legal services and pay for any expenses over the course of the Allianz Class Action. Balance is not entitled to claim repayment of the Loan from JWS unless there is a Successful Outcome, and any amount paid to Balance will be limited to the amount ordered to be paid to JWS by the Court. Balance has no contractual recourse against the Plaintiff or Group Members for repayment of its Loan with JWS.

JWS will not be required to repay Balance for any amounts drawn under the Loan if there is not a Successful Outcome in the Allianz Class Action.

Further information about the funding arrangements for the Allianz Class Action is contained in the Funding Information Summary Statement.

7 How legal fees and disbursements are charged by Johnson Winter & Slattery

If there is a Successful Outcome, then subject to Court order, JWS may be paid its fees and expenses incurred in the Allianz Class Action from any proceeds recovered on the Plaintiff and Group Members' behalf calculated using one of the following methods:

- (a) calculated using time based billing for professional fees, with expenses (for example, fees for experts and barristers and the costs of taking out insurance to cover payment of any costs order made in the Allianz Class Action) charged at cost; OR
- (b) the Plaintiff may make an application for JWS as the lawyers running the Allianz Class Action to receive payment for its fees and expenses calculated as a percentage of the amount of any award or settlement. This is known as a GCO, where the liability for payment of the percentage is shared among the Plaintiff and all Group Members. The percentage paid under the GCO is determined by the Court and the Court would have the power to adjust the percentage at any time over the course of the Allianz Class Action, including on a Successful Outcome.

If the Allianz Class Action is not successful, all costs associated with it will be paid by JWS and the Plaintiff and Group Members will not be required to pay anything to JWS.

Whether or not there is a Successful Outcome, Group Members cannot be pursued for any costs in relation to the class action by Allianz or Allianz Life because the law prevents this.

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

Further information about the funding arrangements for the Allianz Class Action is contained in the Funding Information Summary Statement. As noted above, if there are any changes to the funding arrangements summarised above, including reversion to the Balance Funding, we will notify group members in an updated Funding Information Statement.

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

Not to the knowledge of JWS as at the date of filing the Allianz Class Action.

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

The best source of information about the Allianz Class Action is the Allianz Class Action website – <https://www.allianzclassaction.com.au>.

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

Email: allianzclassaction@jws.com.au
Post: Johnson Winter & Slattery
Allianz Class Action
GPO Box 9831, MELBOURNE VIC 4001

SCHEDULE OF PARTIES

TRACY ANN-FULLER

Plaintiff

and

ALLIANZ AUSTRALIA INSURANCE LIMITED (ACN 000 122 850)

First Defendant

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