

## NOTICE OF FILING

### Details of Filing

Document Lodged:	Defence - Form 33 - Rule 16.32
Court of Filing	FEDERAL COURT OF AUSTRALIA (FCA)
Date of Lodgment:	5/09/2025 8:01:57 PM AEST
Date Accepted for Filing:	9/09/2025 2:21:20 PM AEST
File Number:	VID28/2020
File Title:	SIMON MALLIA v COLONIAL FIRST STATE INVESTMENTS LTD & ORS
Registry:	VICTORIA REGISTRY - FEDERAL COURT OF AUSTRALIA



A handwritten signature in blue ink that reads "Sia Lagos".

Registrar

### Important Information

This Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date of the filing of the document is determined pursuant to the Court's Rules.



## **Defence of the Third Respondent to the Second Further Amended Statement of Claim<sup>1</sup>**

No. VID28 of 2020

Federal Court of Australia  
District Registry: Victoria  
Division: General

**Simon Mallia**

Applicant

**Colonial First State Investments Limited (ACN 002 348 352)**

First Respondent

**The Colonial Mutual Life Assurance Society Pty Limited (ACN 004 021 809)**

Second Respondent

**AIA Australia Limited (ACN 004 837 861)**

Third Respondent

In answer to the allegations made in the Second Further Amended Statement of Claim filed on ~~29 June 2023~~ 24 July 2025 (2FASOC), the Third Respondent (**AIAA**) says as follows:

### **A. Parties**

1. In answer to the allegations in paragraph 1 of the 2FASOC, AIAA refers to and repeats paragraph 1 of the Second Further Amended Defence of the Second Respondent (**CMLA**) filed in these proceedings on 5 September 2025 ~~16 August 2023~~ (**CMLA Defence**).

<sup>1</sup> Contents in this document with a single underline reflects amendments made to the Third Respondent's Defence to the Further Amended Statement of Claim.

Filed on behalf of (name & role of party)	The Third Respondent
Prepared by (name of person/lawyer)	Ross David McInnes
Law firm (if applicable)	Clayton Utz
Tel	(02) 9353 4371
Fax	(02) 8220 6700
Email	rmcinnnes@claytonutz.com
	Level 15, 1 Bligh Street, Sydney NSW 2000
<b>Address for service</b>	DX 370 Sydney
(include state and postcode)	Our ref: 16556/2729/81028071

2. In answer to the allegations in paragraph 2 of the 2FASOC, AIAA refers to and repeats paragraph 2 of the CMLA Defence.
3. In answer to the allegations in paragraph 3 of the 2FASOC, AIAA refers to and repeats paragraph 3 of the CMLA Defence.
- 3A. In answer to the allegations in paragraph 3A of the 2FASOC, AIAA refers to and repeats paragraph 3A of the CMLA Defence.
- 3B. In answer to the allegations in paragraph 3B of the 2FASOC, AIAA refers to and repeats paragraph 3B of the CMLA Defence.
- 3C. In answer to the allegations in paragraph 3C of the 2FASOC, AIAA refers to and repeats paragraph 3C of the CMLA Defence.
- 3D. In answer to the allegations in paragraph 3D of the 2FASOC, AIAA refers to and repeats paragraph 3D of the CMLA Defence.
4. In answer to the allegations in paragraph 4 of the 2FASOC, AIAA refers to and repeats paragraph 4 of the CMLA Defence.
5. In answer to the allegations in paragraph 5 of the 2FASOC, AIAA refers to and repeats paragraph 5 of the CMLA Defence.
6. In answer to the allegations in paragraph 6 of the 2FASOC, AIAA refers to and repeats paragraph 6 of the CMLA Defence.
- 6A. AIAA admits the allegations in paragraph 6A of the 2FASOC.

## **B. Background**

### **B.1. Superannuation funds**

7. In answer to the allegations in paragraph 7 of the 2FASOC, AIAA refers to and repeats paragraph 7 of the CMLA Defence.
8. In answer to the allegations in paragraph 8 of the 2FASOC, AIAA refers to and repeats paragraph 8 of the CMLA Defence.
9. In answer to the allegations in paragraph 9 of the 2FASOC, AIAA refers to and repeats paragraph 9 of the CMLA Defence.

10. In answer to the allegations in paragraph 10 of the 2FASOC, AIAA refers to and repeats paragraph 10 of the CMLA Defence.
11. In answer to the allegations in paragraph 11 of the 2FASOC, AIAA refers to and repeats paragraph 11 of the CMLA Defence.
12. In answer to the allegations in paragraph 12 of the 2FASOC, AIAA refers to and repeats paragraph 12 of the CMLA Defence.
- 12A. In answer to the allegations in paragraph 12A of the 2FASOC, AIAA refers to and repeats paragraph 12A of the CMLA Defence.
- 12B. In answer to the allegations in paragraph 12B of the 2FASOC, AIAA refers to and repeats paragraph 12B of the CMLA Defence.
- 12C. In answer to the allegations in paragraph 12C of the 2FASOC, AIAA refers to and repeats paragraph 12C of the CMLA Defence.
- 12D. In answer to the allegations in paragraph 12D of the 2FASOC, AIAA refers to and repeats paragraph 12D of the CMLA Defence.

## **B.2. Insurance**

13. In answer to the allegations in paragraph 13 of the 2FASOC, AIAA refers to and repeats paragraph 13 of the CMLA Defence.

## **B.3. Obligations of CFSIL under the SIS Act**

14. In answer to the allegations in paragraph 14 of the 2FASOC, AIAA refers to and repeats paragraph 14 of the CMLA Defence.
15. In answer to the allegations in paragraph 15 of the 2FASOC, AIAA refers to and repeats paragraph 15 of the CMLA Defence.

## **B.4. SPS 250**

16. In answer to the allegations in paragraph 16 of the 2FASOC, AIAA refers to and repeats paragraph 16 of the CMLA Defence.
17. In answer to the allegations in paragraph 17 of the 2FASOC, AIAA refers to and repeats paragraph 17 of the CMLA Defence.

**B.5. Insurance**

18. In answer to the allegations in paragraph 18 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 18 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.
19. In answer to the allegations in paragraph 19 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 19 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.

**B.6. Insurance Services Agreement**

20. In answer to the allegations in paragraph 20 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 20 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.
21. In answer to the allegations in paragraph 21 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 21 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.
22. In answer to the allegations in paragraph 22 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 22 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.

**B.7. Insurance Management Framework and Insurance Strategy**

23. In answer to the allegations in paragraph 23 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 23 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.

24. In answer to the allegations in paragraph 24 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 24 of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

**C. Reviews of the group insurance**

**C.1A. Facts at the time of each group insurance decision**

25A. In answer to paragraph 25A of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 25A of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

25B. In answer to paragraph 25B of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 25B of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

25C. In answer to paragraph 25C of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 25C of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

25D. In answer to paragraph 25D of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 25D of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

25E. In answer to the allegations in paragraph 25E of the 2FASOC, AIAA refers to and repeats paragraph 25E of the CMLA Defence.

25F. In answer to the allegations in paragraph 25F of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 25F of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

25G. In answer to the allegations in paragraph 25G of the 2FASOC, AIAA refers to and repeats paragraph 25G of the CMLA Defence.

25H. In answer to the allegations in paragraph 25H of the 2FASOC, AIAA refers to and repeats paragraph 25H of the CMLA Defence.

25I. In answer to the allegations in paragraph 25I of the 2FASOC, AIAA refers to and repeats paragraph 25I of the CMLA Defence.

25J. In answer to the allegations in paragraph 25J of the 2FASOC, AIAA refers to and repeats paragraph 25J of the CMLA Defence.

25K. In answer to the allegations in paragraph 25K of the 2FASOC, AIAA refers to and repeats paragraph 25K of the CMLA Defence.

25L. In answer to the allegations in paragraph 25L of the 2FASOC, AIAA refers to and repeats paragraph 25L of the CMLA Defence.

25LA. In answer to the allegations in paragraph 25LA of the 2FASOC, AIAA refers to and repeats paragraph 25LA of the CMLA Defence.

25M. In answer to the allegations in paragraph 25M of the 2FASOC, AIAA refers to and repeats paragraph 25M of the CMLA Defence.

25N. In answer to the allegations in paragraph 25N of the 2FASOC, AIAA refers to and repeats paragraph 25N of the CMLA Defence.

25O. In answer to the allegations in paragraph 25O of the 2FASOC, AIAA refers to and repeats paragraph 25O of the CMLA Defence.

25P. In answer to the allegations in paragraph 25P of the 2FASOC, AIAA refers to and repeats paragraph 25P of the CMLA Defence.

#### **C.1. 2013 review**

25Q. In answer to the allegations in paragraph 25Q of the 2FASOC, AIAA refers to and repeats paragraph 25Q of the CMLA Defence.

25R. In answer to the allegations in paragraph 25R of the 2FASOC, AIAA refers to and repeats paragraph 25R of the CMLA Defence.

25S. In answer to the allegations in paragraph 25S of the 2FASOC, AIAA refers to and repeats paragraph 25S of the CMLA Defence.

- 25. In answer to the allegations in paragraph 25 of the 2FASOC, AIAA refers to and repeats paragraph 25 of the CMLA Defence.
- 26. In answer to the allegations in paragraph 26 of the 2FASOC, AIAA refers to and repeats paragraph 26 of the CMLA Defence.
- 27. In answer to the allegations in paragraph 27 of the 2FASOC, AIAA refers to and repeats paragraph 27 of the CMLA Defence.
- 28. In answer to the allegations in paragraph 28 of the 2FASOC, AIAA refers to and repeats paragraph 28 of the CMLA Defence.
- 29. In answer to the allegations in paragraph 29 of the 2FASOC, AIAA refers to and repeats paragraph 29 of the CMLA Defence.
- 30. In answer to the allegations in paragraph 30 of the 2FASOC, AIAA refers to and repeats paragraph 30 of the CMLA Defence.
- 30AA. In answer to the allegations in paragraph 30AA of the 2FASOC, AIAA refers to and repeats paragraph 30AA of the CMLA Defence.

## **C.2. 2014 review**

- 30A. In answer to the allegations in paragraph 30A of the 2FASOC, AIAA refers to and repeats paragraph 30A of the CMLA Defence.
- 30B. In answer to the allegations in paragraph 30B of the 2FASOC, AIAA refers to and repeats paragraph 30B of the CMLA Defence.
- 30C. In answer to the allegations in paragraph 30C of the 2FASOC, AIAA refers to and repeats paragraph 30C of the CMLA Defence.
- 30D. In answer to the allegations in paragraph 30D of the 2FASOC, AIAA refers to and repeats paragraph 30D of the CMLA Defence.
- 30E. In answer to the allegations in paragraph 30E of the 2FASOC, AIAA refers to and repeats paragraph 30E of the CMLA Defence.
- 30EA. In answer to the allegations in paragraph 30EA of the 2FASOC, AIAA refers to and repeats paragraph 30EA of the CMLA Defence.



30EAA. In answer to the allegations in paragraph 30EAA of the 2FASOC, AIAA refers to and repeats paragraph 30EAA of the CMLA Defence.

30F. In answer to the allegations in paragraph 30F of the 2FASOC, AIAA refers to and repeats paragraph 30F of the CMLA Defence.

30G. In answer to the allegations in paragraph 30G of the 2FASOC, AIAA refers to and repeats paragraph 30G of the CMLA Defence.

30H. In answer to the allegations in paragraph 30H of the 2FASOC, AIAA refers to and repeats paragraph 30H of the CMLA Defence.

30I. In answer to the allegations in paragraph 30I of the 2FASOC, AIAA refers to and repeats paragraph 30I of the CMLA Defence.

31. In answer to the allegations in paragraph 31 of the 2FASOC, AIAA refers to and repeats paragraph 31 of the CMLA Defence.

32. In answer to the allegations in paragraph 32 of the 2FASOC, AIAA refers to and repeats paragraph 32 of the CMLA Defence.

33. In answer to the allegations in paragraph 33 of the 2FASOC, AIAA refers to and repeats paragraph 33 of the CMLA Defence.

34. In answer to the allegations in paragraph 34 of the 2FASOC, AIAA refers to and repeats paragraph 34 of the CMLA Defence.

34A. In answer to the allegations in paragraph 34A of the 2FASOC, AIAA refers to and repeats paragraph 34A of the CMLA Defence.

34B. In answer to the allegations in paragraph 34B of the 2FASOC, AIAA refers to and repeats paragraph 34B of the CMLA Defence.

35. In answer to the allegations in paragraph 35 of the 2FASOC, AIAA refers to and repeats paragraph 35 of the CMLA Defence.

36. In answer to the allegations in paragraph 36 of the 2FASOC, AIAA refers to and repeats paragraph 36 of the CMLA Defence.

36A. In answer to the allegations in paragraph 36A of the 2FASOC, AIAA refers to and repeats paragraph 36A of the CMLA Defence.

36B. In answer to the allegations in paragraph 36B of the 2FASOC, AIAA refers to and repeats paragraph 36B of the CMLA Defence.

36C. In answer to the allegations in paragraph 36C of the 2FASOC, AIAA refers to and repeats paragraph 36C of the CMLA Defence.

36D. In answer to the allegations in paragraph 36D of the 2FASOC, AIAA refers to and repeats paragraph 36D of the CMLA Defence.

### **C.3. 2015 review**

37. In answer to the allegations in paragraph 37 of the 2FASOC, AIAA refers to and repeats paragraph 37 of the CMLA Defence.

38. In answer to the allegations in paragraph 38 of the 2FASOC, AIAA refers to and repeats paragraph 38 of the CMLA Defence.

39. In answer to the allegations in paragraph 39 of the 2FASOC, AIAA refers to and repeats paragraph 39 of the CMLA Defence.

39A. In answer to the allegations in paragraph 39A of the 2FASOC, AIAA refers to and repeats paragraph 39A of the CMLA Defence.

39B. In answer to the allegations in paragraph 39B of the 2FASOC, AIAA refers to and repeats paragraph 39B of the CMLA Defence.

39C. In answer to the allegations in paragraph 39C of the 2FASOC, AIAA refers to and repeats paragraph 39C of the CMLA Defence.

39D. In answer to the allegations in paragraph 39D of the 2FASOC, AIAA refers to and repeats paragraph 39D of the CMLA Defence.

39E. In answer to the allegations in paragraph 39E of the 2FASOC, AIAA refers to and repeats paragraph 39E of the CMLA Defence.

39F. In answer to the allegations in paragraph 39F of the 2FASOC, AIAA refers to and repeats paragraph 39F of the CMLA Defence.

39G. In answer to the allegations in paragraph 39G of the 2FASOC, AIAA refers to and repeats paragraph 39G of the CMLA Defence.

39H. In answer to the allegations in paragraph 39H of the 2FASOC, AIAA refers to and repeats paragraph 39H of the CMLA Defence.

39HA. In answer to the allegations in paragraph 39HA of the 2FASOC, AIAA refers to and repeats paragraph 39HA of the CMLA Defence.

39I. In answer to the allegations in paragraph 39I of the 2FASOC, AIAA refers to and repeats paragraph 39I of the CMLA Defence.

40. In answer to the allegations in paragraph 40 of the 2FASOC, AIAA refers to and repeats paragraph 40 of the CMLA Defence.

41. In answer to the allegations in paragraph 41 of the 2FASOC, AIAA refers to and repeats paragraph 41 of the CMLA Defence.

41A. In answer to the allegations in paragraph 41A of the 2FASOC, AIAA refers to and repeats paragraph 41A of the CMLA Defence.

41B. In answer to the allegations in paragraph 41B of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 41B of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

41C. In answer to the allegations in paragraph 41C of the 2FASOC, AIAA refers to and repeats paragraph 41C of the CMLA Defence.

41D. In answer to the allegations in paragraph 41D of the 2FASOC, AIAA refers to and repeats paragraph 41D of the CMLA Defence.

41E. In answer to the allegations in paragraph 41E of the 2FASOC, AIAA refers to and repeats paragraph 41E of the CMLA Defence.

41F. In answer to the allegations in paragraph 41F of the 2FASOC, AIAA refers to and repeats paragraph 41F of the CMLA Defence.

41G. In answer to the allegations in paragraph 41G of the 2FASOC, AIAA refers to and repeats paragraph 41G of the CMLA Defence.

41H. In answer to the allegations in paragraph 41H of the 2FASOC, AIAA refers to and repeats paragraph 41H of the CMLA Defence.

41I. In answer to the allegations in paragraph 41I of the 2FASOC, AIAA refers to and repeats paragraph 41I of the CMLA Defence.

42. In answer to the allegations in paragraph 42 of the 2FASOC, AIAA refers to and repeats paragraph 42 of the CMLA Defence.

#### **C.4. 2016 review**

43. In answer to the allegations in paragraph 43 of the 2FASOC, AIAA refers to and repeats paragraph 43 of the CMLA Defence.

44. In answer to the allegations in paragraph 44 of the 2FASOC, AIAA refers to and repeats paragraph 44 of the CMLA Defence.

~~44A. In answer to the allegations in paragraph 44A of the FASOC, AIAA refers to and repeats paragraph 44A of the CMLA Defence.~~

~~44B. In answer to the allegations in paragraph 44B of the FASOC, AIAA refers to and repeats paragraph 44B of the CMLA Defence.~~

~~44C. In answer to the allegations in paragraph 44C of the FASOC, AIAA refers to and repeats paragraph 44C of the CMLA Defence.~~

~~44D. In answer to the allegations in paragraph 44D of the FASOC, AIAA refers to and repeats paragraph 44D of the CMLA Defence.~~

~~44E. In answer to the allegations in paragraph 44E of the FASOC, AIAA refers to and repeats paragraph 44E of the CMLA Defence.~~

~~44F. In answer to the allegations in paragraph 44F of the FASOC, AIAA refers to and repeats paragraph 44F of the CMLA Defence.~~

45. In answer to the allegations in paragraph 45 of the 2FASOC, AIAA refers to and repeats paragraph 45 of the CMLA Defence.

46. In answer to the allegations in paragraph 46 of the 2FASOC, AIAA refers to and repeats paragraph 46 of the CMLA Defence.

47. In answer to the allegations in paragraph 47 of the 2FASOC, AIAA refers to and repeats paragraph 47 of the CMLA Defence.

48. In answer to the allegations in paragraph 48 of the 2FASOC, AIAA refers to and repeats paragraph 48 of the CMLA Defence.
49. In answer to the allegations in paragraph 49 of the 2FASOC, AIAA refers to and repeats paragraph 49 of the CMLA Defence.
50. In answer to the allegations in paragraph 50 of the 2FASOC, AIAA refers to and repeats paragraph 50 of the CMLA Defence.
51. In answer to the allegations in paragraph 51 of the 2FASOC, AIAA refers to and repeats paragraph 51 of the CMLA Defence.
52. In answer to the allegations in paragraph 52 of the 2FASOC, AIAA refers to and repeats paragraph 52 of the CMLA Defence.
53. In answer to the allegations in paragraph 53 of the 2FASOC, AIAA refers to and repeats paragraph 53 of the CMLA Defence.
54. In answer to the allegations in paragraph 54 of the 2FASOC, AIAA refers to and repeats paragraph 54 of the CMLA Defence.
55. In answer to the allegations in paragraph 55 of the 2FASOC, AIAA refers to and repeats paragraph 55 of the CMLA Defence.
56. In answer to the allegations in paragraph 56 of the 2FASOC, AIAA refers to and repeats paragraph 56 of the CMLA Defence.
57. In answer to the allegations in paragraph 57 of the 2FASOC, AIAA refers to and repeats paragraph 57 of the CMLA Defence.
58. In answer to the allegations in paragraph 58 of the 2FASOC, AIAA refers to and repeats paragraph 58 of the CMLA Defence.
59. In answer to the allegations in paragraph 59 of the 2FASOC, AIAA refers to and repeats paragraph 59 of the CMLA Defence.
60. In answer to the allegations in paragraph 60 of the 2FASOC, AIAA refers to and repeats paragraph 60 of the CMLA Defence.
61. In answer to the allegations in paragraph 61 of the 2FASOC, AIAA refers to and repeats paragraph 61 of the CMLA Defence.

- 62. In answer to the allegations in paragraph 62 of the 2FASOC, AIAA refers to and repeats paragraph 62 of the CMLA Defence.
- 63. In answer to the allegations in paragraph 63 of the 2FASOC, AIAA refers to and repeats paragraph 63 of the CMLA Defence.
- 64. In answer to the allegations in paragraph 64 of the 2FASOC, AIAA refers to and repeats paragraph 64 of the CMLA Defence.
- 65. In answer to the allegations in paragraph 65 of the 2FASOC, AIAA refers to and repeats paragraph 65 of the CMLA Defence.

#### **C.5. 2017 review**

- 66. In answer to the allegations in paragraph 66 of the 2FASOC, AIAA refers to and repeats paragraph 66 of the CMLA Defence.
- 67. In answer to the allegations in paragraph 67 of the 2FASOC, AIAA refers to and repeats paragraph 67 of the CMLA Defence.
- 68. In answer to the allegations in paragraph 68 of the 2FASOC, AIAA refers to and repeats paragraph 68 of the CMLA Defence.
- 69. In answer to the allegations in paragraph 69 of the 2FASOC, AIAA refers to and repeats paragraph 69 of the CMLA Defence.
- 69A. In answer to the allegations in paragraph 69A of the 2FASOC, AIAA refers to and repeats paragraph 69A of the CMLA Defence.
- 69B. In answer to the allegations in paragraph 69B of the 2FASOC, AIAA refers to and repeats paragraph 69B of the CMLA Defence.
- 69C. In answer to the allegations in paragraph 69C of the 2FASOC, AIAA refers to and repeats paragraph 69C of the CMLA Defence.
- 70. In answer to the allegations in paragraph 70 of the 2FASOC, AIAA refers to and repeats paragraph 70 of the CMLA Defence.
- 71. In answer to the allegations in paragraph 71 of the 2FASOC, AIAA refers to and repeats paragraph 71 of the CMLA Defence.

- 72. In answer to the allegations in paragraph 72 of the 2FASOC, AIAA refers to and repeats paragraph 72 of the CMLA Defence.
- 73. In answer to the allegations in paragraph 73 of the 2FASOC, AIAA refers to and repeats paragraph 73 of the CMLA Defence.
- 74. In answer to the allegations in paragraph 74 of the 2FASOC, AIAA refers to and repeats paragraph 74 of the CMLA Defence.

#### **C.6. 2018 review**

- 75. In answer to the allegations in paragraph 75 of the 2FASOC, AIAA refers to and repeats paragraph 75 of the CMLA Defence.
- 75A. In answer to the allegations in paragraph 75A of the 2FASOC, AIAA refers to and repeats paragraph 75A of the CMLA Defence.
- 75B. In answer to the allegations in paragraph 75B of the 2FASOC, AIAA refers to and repeats paragraph 75B of the CMLA Defence.
- 76. In answer to the allegations in paragraph 76 of the 2FASOC, AIAA refers to and repeats paragraph 76 of the CMLA Defence.
- 77. In answer to the allegations in paragraph 77 of the 2FASOC, AIAA refers to and repeats paragraph 77 of the CMLA Defence.
- 77A. In answer to the allegations in paragraph 77A of the 2FASOC, AIAA refers to and repeats paragraph 77A of the CMLA Defence.
- 77B. In answer to the allegations in paragraph 77B of the 2FASOC, AIAA refers to and repeats paragraph 77B of the CMLA Defence.
- 77C. In answer to the allegations in paragraph 77C of the 2FASOC, AIAA refers to and repeats paragraph 77C of the CMLA Defence.
- 78. In answer to the allegations in paragraph 78 of the 2FASOC, AIAA refers to and repeats paragraph 78 of the CMLA Defence.
- 79. In answer to the allegations in paragraph 79 of the 2FASOC, AIAA refers to and repeats paragraph 79 of the CMLA Defence.

- 80. In answer to the allegations in paragraph 80 of the 2FASOC, AIAA refers to and repeats paragraph 80 of the CMLA Defence.
- 81. In answer to the allegations in paragraph 81 of the 2FASOC, AIAA refers to and repeats paragraph 81 of the CMLA Defence.
- 82. In answer to the allegations in paragraph 82 of the 2FASOC, AIAA refers to and repeats paragraph 82 of the CMLA Defence.

#### **C.7. 10 May 2019 review**

- 82A. In answer to the allegations in paragraph 82A of the 2FASOC, AIAA refers to and repeats paragraph 82A of the CMLA Defence.
- 82B. In answer to the allegations in paragraph 82B of the 2FASOC, AIAA refers to and repeats paragraph 82B of the CMLA Defence.

82BA. In answer to the allegations in paragraph 82BA of the 2FASOC, AIAA refers to and repeats paragraph 82BA of the CMLA Defence.

- 82C. In answer to the allegations in paragraph 82C of the 2FASOC, AIAA refers to and repeats paragraph 82C of the CMLA Defence.

82CA. In answer to the allegations in paragraph 82CA of the 2FASOC, AIAA refers to and repeats paragraph 82CA of the CMLA Defence.

82CB. In answer to the allegations in paragraph 82CB of the 2FASOC, AIAA refers to and repeats paragraph 82CB of the CMLA Defence.

82CC. In answer to the allegations in paragraph 82CC of the 2FASOC, AIAA refers to and repeats paragraph 82CC of the CMLA Defence.

- 82D. In answer to the allegations in paragraph 82D of the 2FASOC, AIAA refers to and repeats paragraph 82D of the CMLA Defence.

- 82E. In answer to the allegations in paragraph 82E of the 2FASOC, AIAA refers to and repeats paragraph 82E of the CMLA Defence.

82EA. In answer to the allegations in paragraph 82EA of the 2FASOC, AIAA refers to and repeats paragraph 82EA of the CMLA Defence.



82F. In answer to the allegations in paragraph 82F of the 2FASOC, AIAA refers to and repeats paragraph 82F of the CMLA Defence.

82G. In answer to the allegations in paragraph 82G of the 2FASOC, AIAA refers to and repeats paragraph 82G of the CMLA Defence.

82H. In answer to the allegations in paragraph 82H of the 2FASOC, AIAA refers to and repeats paragraph 82H of the CMLA Defence.

82I. In answer to the allegations in paragraph 82I of the 2FASOC, AIAA refers to and repeats paragraph 82I of the CMLA Defence.

82J. In answer to the allegations in paragraph 82J of the 2FASOC, AIAA refers to and repeats paragraph 82J of the CMLA Defence.

82K. In answer to the allegations in paragraph 82K of the 2FASOC, AIAA refers to and repeats paragraph 82K of the CMLA Defence.

#### **C.8. 19 September 2019 review**

82L. In answer to the allegations in paragraph 82L of the 2FASOC, AIAA refers to and repeats paragraph 82L of the CMLA Defence.

82LA. In answer to the allegations in paragraph 82LA of the 2FASOC, AIAA refers to and repeats paragraph 82LA of the CMLA Defence.

82LB. In answer to the allegations in paragraph 82LB of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 82LB of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

82M. In answer to the allegations in paragraph 82M of the 2FASOC, AIAA refers to and repeats paragraph 82M of the CMLA Defence.

82N. In answer to the allegations in paragraph 82N of the 2FASOC, AIAA refers to and repeats paragraph 82N of the CMLA Defence.

82O. In answer to the allegations in paragraph 82O of the 2FASOC, AIAA refers to and repeats paragraph 82O of the CMLA Defence.

82P. In answer to the allegations in paragraph 82P of the 2FASOC, AIAA refers to and repeats paragraph 82P of the CMLA Defence.

82PA. In answer to the allegations in paragraph 82PA of the 2FASOC, AIAA refers to and repeats paragraph 82PA of the CMLA Defence.

82Q. In answer to the allegations in paragraph 82Q of the 2FASOC, AIAA refers to and repeats paragraph 82Q of the CMLA Defence.

### **C.9. 23 September 2020 review**

82QA. In answer to the allegations in paragraph 82QA of the 2FASOC, AIAA refers to and repeats paragraph 82QA of the CMLA Defence.

82QB. In answer to the allegations in paragraph 82QB of the 2FASOC, AIAA refers to and repeats paragraph 82QB of the CMLA Defence.

82QC. In answer to the allegations in paragraph 82QC of the 2FASOC, AIAA refers to and repeats paragraph 82QC of the CMLA Defence.

82R. In answer to the allegations in paragraph 82R of the 2FASOC, AIAA refers to and repeats paragraph 82R of the CMLA Defence.

82S. In answer to the allegations in paragraph 82S of the 2FASOC, AIAA refers to and repeats paragraph 82S of the CMLA Defence.

82T. In answer to the allegations in paragraph 82T of the 2FASOC, AIAA refers to and repeats paragraph 82T of the CMLA Defence.

82TA. In answer to the allegations in paragraph 82TA of the 2FASOC, AIAA refers to and repeats paragraph 82TA of the CMLA Defence.

82U. In answer to the allegations in paragraph 82U of the 2FASOC, CMLA:

- (a) refers to and repeats paragraph 82U of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

82V. In answer to the allegations in paragraph 82V of the 2FASOC, CMLA:

- (a) refers to and repeats paragraph 82V of the CMLA Defence; and
- (b) otherwise admits the allegations in the paragraph.

### **C.10. 2021 market tender**

82W. In answer to the allegations in paragraph 82W of the 2FASOC, AIAA refers to and repeats paragraph 82W of the CMLA Defence.

82X. In answer to the allegations in paragraph 82X of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 82X of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

82Y. In answer to the allegations in paragraph 82Y of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 82Y of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

82Z. In answer to the allegations in paragraph 82Z of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 82Z of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

#### **D. Implementation of decisions**

83. In answer to the allegations in paragraph 83 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 83 of the CMLA Defence;

(b) says that in the period from 1 April 2021 to at least the end of the Relevant Period, AIAA was a party to policies of insurance with CFSIL pursuant to which AIAA offered certain types of insurance cover to members of the FirstChoice and CES funds; and

(c) otherwise does not know and cannot admit the allegations in the paragraph.

84. In answer to the allegations in paragraph 84 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 84 of the CMLA Defence;

(b) says that in the period from 1 April 2021 to at least the end of the Relevant Period, AIAA was a party to policies of insurance with CFSIL pursuant to which AIAA offered certain types of insurance cover to members of the FirstChoice and CES funds; and

(c) otherwise does not know and cannot admit the allegations in the paragraph.

85. In answer to the allegations in paragraph 85 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 84 above;
- (b) refers to and repeats paragraph 85 of the CMLA Defence; and
- (c) otherwise does not know and cannot admit the allegations in the paragraph.

#### **E. Premiums for insurance cover**

86. In answer to the allegations in paragraph 86 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 86 of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

87. In answer to the allegations in paragraph 87 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 87 of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

#### **F. Alleged contraventions**

88. In answer to the allegations in paragraph 88 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 88 of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

##### **F.1. Alleged IMF approval decision contravention**

89. In answer to the allegations in paragraph 89 of the 2FASOC, AIAA refers to and repeats paragraph 89 of the CMLA Defence.

90. In answer to the allegations in paragraph 90 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 90 of the CMLA Defence-;
- (b) otherwise denies the allegations in the paragraph.

91. In answer to the allegations in paragraph 91 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 91 of the CMLA Defence-; and
- (b) otherwise denies the allegations in the paragraph.

92. In answer to the allegations in paragraph 92 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 92 of the CMLA Defence-; and
  - (b) otherwise denies the allegations in the paragraph.
93. In answer to the allegations in paragraph 93 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 93 of the CMLA Defence-; and
  - (b) otherwise denies the allegations in the paragraph.
94. In answer to the allegations in paragraph 94 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 94 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.
95. In answer to the allegations in paragraph 95 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 95 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.
96. In answer to the allegations in paragraph 96 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 96 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.
97. In answer to the allegations in paragraph 97 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 97 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.
98. In answer to the allegations in paragraph 98 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 98 of the CMLA Defence; and
  - (b) otherwise denies the allegations in the paragraph.
99. In answer to the allegations in paragraph 99 of the 2FASOC, AIAA:
- (a) refers to and repeats paragraph 99 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

100. In answer to the allegations in paragraph 100 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 100 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

#### **G. Alleged loss or damage**

101. In answer to the allegations in paragraph 101 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 101 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

102. In answer to the allegations in paragraph 102 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 102 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

102A. In answer to the allegations in paragraph 102A of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 102A of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

103. In answer to the allegations in paragraph 103 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 103 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

104. In answer to the allegations in paragraph 104 of the 2FASOC, AIAA refers to and repeats paragraph 104 of the CMLA Defence.

#### **H. Alleged fiduciary obligations**

105. In answer to the allegations in paragraph 105 of the 2FASOC, AIAA refers to and repeats paragraph 105 of the CMLA Defence.

##### **H.1. Alleged breach of fiduciary and trust obligations**

106. In answer to the allegations in paragraph 106 of the 2FASOC, AIAA refers to and repeats paragraph 106 of the CMLA Defence.

107. In answer to the allegations in paragraph 107 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 107 of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

108. In answer to the allegations in paragraph 108 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 108 of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

109. In answer to the allegations in paragraph 109 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 109 of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

110. In answer to the allegations in paragraph 110 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 110 of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

111. In answer to the allegations in paragraph 111 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 111 of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

112. In answer to the allegations in paragraph 112 of the 2FASOC, AIAA:

- (a) refers to and repeats paragraph 112 of the CMLA Defence; and
- (b) otherwise denies the allegations in the paragraph.

## **I. Alleged involvement and knowing receipt by CMLA**

### **I.1. Alleged involvement**

113. In answer to the allegations in paragraph 113 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 113 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

114. In answer to the allegations in paragraph 114 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 114 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

115. In answer to the allegations in paragraph 115 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 115 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

116. In answer to the allegations in paragraph 116 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 116 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

117. In answer to the allegations in paragraph 117 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 117 of the CMLA Defence;

(b) otherwise denies the allegations in the paragraph.

118. In answer to the allegations in paragraph 118 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 118 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

## **I.2. Alleged knowing receipt**

119. In answer to the allegations in paragraph 119 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 119 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

120. In answer to the allegations in paragraph 120 of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 120 of the CMLA Defence; and



(b) otherwise denies the allegations in the paragraph.

121. In answer to the allegations in paragraph 121 of the 2FASOC, AIAA refers to and repeats paragraph 121 of the CMLA Defence.

122. In answer to the allegations in paragraph 122 of the 2FASOC, AIAA;

(a) refers to and repeats paragraph 122 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

123. In answer to the allegations in paragraph 123 of the 2FASOC, AIAA;

(a) refers to and repeats paragraph 123 of the CMLA Defence; and

(b) otherwise denies the allegations in the paragraph.

#### **J. Transfer from CommInsure to AIAA**

123A. In answer to the allegations in paragraph 123A of the 2FASOC, AIAA:

(a) admits the allegations in the paragraph; and

(b) relies on the contents of the life insurance scheme in the form annexed to the others made by Allsop J on 15 March 2021 in NSD1245 of 2020 (**Scheme**) for its full force and effect.

123B. In answer to the allegations in paragraph 123B of the 2FASOC, AIAA:

(a) refers to and repeats paragraph 123A above;

(b) says that the liabilities the subject of the allegations pleaded against CMLA in the 2FASOC are liabilities of a kind to which the Scheme applies;

(c) says that, consequently, any liability of CMLA as alleged in the 2FASOC has been transferred to, and assumed by, AIAA.

(d) says that in the event that the Applicant establishes any liability for conduct of CMLA as alleged in the 2FASOC (which is denied), CMLA is not liable for that conduct and instead AIAA is liable; and

(e) otherwise denies the allegations in the paragraph.

**K. Relief claimed**

124. In answer to the allegations in paragraph 124 of the 2FASOC, AIAA refers to and repeats paragraph 124 of the CMLA Defence.

Date: ~~16 August 2023~~ 5 September 2025



.....  
Signed by ~~Ross David McInnes~~ Kathryn Robin Wood, on behalf of his~~her~~ partner Ross David McInnes  
~~Katie Wood~~  
Lawyer for AIAA

**Certificate of lawyer**

I, Ross David McInnes, certify to the Court that, in relation to the Defence filed on behalf of the Third Respondent, the factual and legal material available to me at present provides a proper basis for:

- (a) each allegation in the pleading; and
- (b) each denial in the pleading; and
- (c) each non admission in the pleading.

Date: ~~16 August 2023~~ 5 September 2025



.....  
Signed by ~~Ross David McInnes~~ Kathryn Robin Wood, on behalf of hiser partner Ross David McInnes  
~~Katie Wood~~  
Lawyer for AIAA