

DEFENCE TO FIRST CROSS-CLAIM

COURT DETAILS

Court	Supreme Court of New South Wales
Division	Equity
List	Equity General
Registry	Supreme Court of Sydney
Case number	2015/00306222

TITLE OF PROCEEDINGS

Plaintiff	Innes Creighton
Defendant	Australian Executor Trustees Limited ACN 007869794

FILING DETAILS

Filed for	Liberty Mutual Insurance Company (Third Cross-Defendant) Chubb Insurance Company of Australia Limited (Fourth Cross-Defendant)
Filed in relation to	First Cross Claim
Legal representative	John Kirk Hunter Edmond, Clyde & Co
Legal representative reference	JK/ HT/ 1519487
Contact name and telephone	Helen Tieu, (02) 9210 4400
Contact email	helen.tieu@clydeco.com

PLEADINGS AND PARTICULARS

In answer to the First Cross-Claim Amended Statement of Cross-Claim filed on 23 August 2016 (**Cross Claim**), the Third Cross-Defendant (**Liberty**) and Fourth Cross-Defendant (**Chubb**) (together, the **Excess Insurers**) say as follows (adopting the definitions used in the Cross Claim):

Parties

- 1 The Excess Insurers admit paragraph 1 of the Cross Claim.
- 2 The Excess Insurers admit paragraph 2 of the Cross Claim.
- 3 The Excess Insurers admit paragraph 3 of the Cross Claim.
- 4 The Excess Insurers admit paragraph 4 of the Cross Claim.
- 4A The Excess Insurers admit paragraph 4A of the Cross Claim.
- 4B The Excess Insurers admit paragraph 4B of the Cross Claim.

Policies*2011/2012 AXIS policy*

- 5 The Excess Insurers admit paragraph 5 of the Cross Claim.
- 6 The Excess Insurers admit paragraph 6 of the Cross Claim.
- 7 As to paragraph 7 of the Cross Claim, the Excess Insurers:
- a. say that no terms of the 2011/2012 AXIS policy are alleged or identified in the paragraph;
 - b. say that the terms of the 2011/2012 AXIS policy are set out in the following documents:
 - i. Schedule – Financial Institutions Professional Indemnity for Policy No. 311731, signed and issued on 3 February 2012;
 - ii. Endorsements No. 1 to 15, signed on 3 February 2012; and
 - iii. AXIS Specialty Australia, Financial Institutions Professional Indemnity Insurance Policy Wording 0409.
 - c. rely upon all of the terms of the 2011/2012 AXIS policy as if set out in full herein.

2014/2015 AXIS policy

- 8 As to paragraph 8 of the Cross Claim, the Excess Insurers:
- a. deny that Chubb issued the 2014/2015 AXIS policy, but admit that AXIS issued that policy on about 8 December 2014 and admit that AXIS and Chubb severally agreed to provide insurance cover on and subject to the terms and conditions of the 2014/2015 AXIS policy;
 - b. say further:
 - i. the maximum total combined liability of all insurers under the 2014/2015 AXIS policy was AUD20,000,000 for any one Claim and AUD40,000,000 in the aggregate; and

Particulars

- i. 2014/2015 AXIS policy, Clauses 2.1.1, 2.1.2, 6.7, 6.8 and Schedule.
- ii. Chubb's liability under the 2014/2015 AXIS policy was limited to 10% of the insured loss up to a maximum of AUD2,000,000 for any one Claim and AUD4,000,000 in the aggregate.

Particulars

2014/2015 AXIS policy, Co-insurance & Claims Control
Endorsement.

9 The Excess Insurers admit paragraph 9 of the Cross Claim.

10 As to paragraph 10 of the Cross Claim, the Excess Insurers:

- a. say that no terms of the 2014/2015 AXIS policy are alleged or identified in the paragraph;
- b. say that the terms of the 2014/2015 AXIS policy are set out in a document entitled "AXIS IOOF Manuscript Financial Institutions Professional Indemnity Insurance Policy," including a Schedule for Policy No. FLP-311731, Policy Wording and Endorsements 1 to 3; and
- c. rely upon all of the terms of the 2014/2014 AXIS policy as if set out in full herein.

2011/2012 Liberty policy

11 As to paragraph 11 of the Cross Claim, the Excess Insurers:

- a. admit the paragraph;
- b. say the terms of the 2011/2012 Liberty policy are set out in a document entitled "Liberty International Underwriters – Excess of Loss Insurance Policy", including a Policy Schedule for Policy No. FI-SY-SPC-11-502095, policy wording, a Liberty Mutual AGM General Condition endorsement, a Continuity Date Exclusion endorsement and an Electronic Communications General Condition endorsement; and
- c. rely upon all of the terms of the 2011/2012 Liberty policy as if set out in full herein.

12 The Excess Insurers admit paragraph 12 of the Cross Claim.

2014/2015 Liberty policy

13 As to paragraph 13 of the Cross Claim, the Excess Insurers:

- a. admit the paragraph;
- b. say the terms of the 2014/2015 Liberty policy are set out in a document entitled "Willis Australia Excess Insurance", including a Schedule for Policy No. FI-ME-SPC-14-502095, policy wording and a Retroactive Date Endorsement; and

- c. rely upon all of the terms of the 2014/2015 Liberty policy as if set out in full herein.

14 The Excess Insurers admit paragraph 14 of the Cross Claim.

2011/2012 Chubb policy

15 As to paragraph 15 of the Cross Claim, the Excess Insurers:

- a. admit the paragraph;
- b. say the terms of the 2011/2012 Chubb policy are set out in a document entitled "Chubb Specialty Insurance – Excess Professional Indemnity", including a Schedule for Policy No. 93256886 and Policy Wording; and
- c. rely upon all of the terms of the 2011/2012 Chubb policy as if set out in full herein.

16 The Excess Insurers admit paragraph 16 of the Cross Claim.

2014/2015 Chubb/AXIS policy

17 As to paragraph 17 of the Cross Claim, the Excess Insurers:

- a. admit the paragraph;
- b. say the terms of the 2014/2015 Chubb/AXIS policy are set out in a document entitled "Willis Australia Excess Insurance", including a Schedule for Policy No. 93256886 and a Co-insurance and Claims Co-operation Endorsement;
- c. rely upon all of the terms of the 2014/2015 Chubb/AXIS policy as if set out in full herein;

18 The Excess Insurers admit paragraph 18 of the Cross Claim.

[19 & 20 not used]

Provident

21 The Excess Insurers admit paragraph 21 of the Cross Claim.

22 The Excess Insurers admit paragraph 22 of the Cross Claim.

23 The Excess Insurers admit paragraph 23 of the Cross Claim.

24 The Excess Insurers admit paragraph 24 of the Cross Claim.

25 The Excess Insurers admit paragraph 25 of the Cross Claim.

26 As to paragraph 26 of the Cross Claim, the Excess Insurers:

- a. admit the paragraph; and

- b. rely upon all the allegations pleaded against AET in the Creighton proceeding as if set out in full herein.

AET's claims for indemnity and damages against AXIS, Liberty and Chubb

2011/2012 AXIS policy

27 As to paragraph 27 of the Cross Claim, the Excess Insurers:

- a. admit the paragraph;
- b. say that no such notice was given to the Excess Insurers during the Period of Insurance for the 2011/2012 Liberty policy and the 2011/2012 Chubb policy; and
- c. say further that no Claim was made against AET in relation to its role as trustee for debenture holders in Provident during the Period of Insurance for the 2011/2012 Liberty policy and the 2011/2012 Chubb policy.

28 The Excess Insurers admit paragraph 28 of the Cross Claim.

29 The Excess Insurers admit paragraph 29 of the Cross Claim.

30 As to paragraph 30 of the Cross Claim, the Excess Insurers:

- a. say that:
 - i. on 16 March 2015, Ms Georgina Haddad of AXIS sent a letter dated 16 March 2015 by email to Mr Andrew Dawson of Willis;
 - ii. in the letter, AXIS stated that it extended indemnity to AET in respect of the Creighton proceeding in accordance with the terms, conditions and exclusions of the 2011/2012 AXIS policy based upon the information provided to date; and
 - iii. in the letter, AXIS also expressly reserved its right to reconsider coverage and rely upon any exclusion clause that may become relevant as and when further information came to hand;
- b. will rely on the terms of the letter dated 16 March 2015 as if it were fully set forth herein; and
- c. otherwise do not admit the paragraph.

31 The Excess Insurers admit paragraph 31 of the Cross Claim.

32 As to paragraph 32 of the Cross Claim, the Excess Insurers:

- a. deny the paragraph; and

- b. say that, on its proper construction, clause 3.16 of the 2011/2012 AXIS policy applies to exclude cover under that policy with respect to the Creighton proceeding.

Particulars

The Excess Insurers will rely on the pleadings in the Creighton Proceeding and the terms of the 2011/2012 AXIS policy as if the same were fully set forth herein.

33 The Excess Insurers admit paragraph 33 of the Cross Claim.

34 The Excess Insurers deny paragraph 34 of the Cross Claim.

2014/2015 AXIS Policy

35 The Excess Insurers deny paragraph 35 of the Cross Claim.

36 The Excess Insurers admit paragraph 36 of the Cross Claim.

37 The Excess Insurers admit paragraph 37 of the Cross Claim, but:

- a. say that AET has no right to be indemnified in respect of the Creighton proceeding under both the 2011/2012 AXIS policy and the 2014/2015 AXIS policy; and
- b. say further that AET does not dispute that the applicable Policy Period, insofar as the 2011/2012 AXIS policy is concerned, is the period from 30 November 2011 to 30 November 2012;

Particulars

Letters from Clayton Utz to Liberty and Chubb both dated 25 February 2016, paragraph 3.1. A copy is available upon request.

38 The Excess Insurers admit paragraph 38 of the Cross Claim.

39 As to paragraph 39 of the Cross Claim, the Excess Insurers:

- a. deny the paragraph; and
- b. say that, on its proper construction, clause 3.11 of the 2014/2015 AXIS policy applies to exclude cover with respect to the Creighton proceeding.

Particulars

The Excess Insurers will rely on the pleadings in the Creighton Proceeding and the terms of the 2014/2015 AXIS policy as if the same were fully set forth herein.

40 Excess Insurers deny paragraph 40 of the Cross Claim.

2011/2012 Liberty policy

40A As to paragraph 40A of the Cross Claim, the Excess Insurers:

- a. admit that on 17 November 2014, Ms Kelly Butler of Willis sent an email to Christian Manning of Liberty;
- b. will rely on the terms of that email and its attachments as if fully set forth herein; and
- c. otherwise deny the paragraph, and in particular, deny that the correspondence sent on 17 November 2014 was a notice "pursuant to the 2011/2012 Liberty policy".

40B As to paragraph 40B of the Cross Claim, the Excess Insurers:

- a. deny the paragraph;
- b. say the 2011/2012 AXIS policy and the 2011/2012 Liberty policy included express terms to the effect that Liberty will only indemnify AET against Claims first made against AET during the Period of Insurance (cl 1.1 of the 2011/2012 AXIS policy & cl 1 of the 2011/2012 Liberty policy);
- c. say that no Claim was made against AET in relation to its role as trustee for debenture holders in Provident during the Period of Insurance for the 2011/2012 AXIS policy or the 2011/2012 Liberty policy; and
- d. say that the notification of circumstances referred to in paragraph 40B(a) of the Cross Claim was not given to Liberty during the Period of Insurance for the 2011/2012 Liberty policy;
- e. say further that on 17 September 2012, Liberty received two documents entitled "Claims History Report" from Willis, which referred to a "*Potential claim re: Provident Capital*";

Particulars

Email sent from Sharmini Sundaram of Willis to Christian Manning of Liberty on 17 September 2012. A copy is available upon request.

40C As to paragraph 40C of the Cross Claim, the Excess Insurers:

- a. deny the paragraph; and

- b. will rely on the express terms of the 2011/2012 AXIS policy and the 2011/2012 Liberty policy as if they were fully set forth herein.

40D The Excess Insurers admit paragraph 40D of the Cross Claim.

40E As to paragraph 40E of the Cross Claim, the Excess Insurers:

- a. deny the paragraph;
- b. repeat paragraph 32(b) above;
- c. say that, on its proper construction, the 2011/2012 Liberty policy excludes cover with respect to the Creighton proceeding;

Particulars

Cl 1 of the 2011/2012 Liberty policy and cl 1.1 & 3.16 of the 2011/2012 AXIS policy. Paragraphs 32(b) and 40B(b)&(c) above are repeated.

- d. say further that Liberty cannot be liable to indemnify AET under the 2011/2012 Liberty policy unless and until the limit of liability under the 2011/2012 AXIS policy has been exhausted; and

Particulars

CII 1 & 2.5 of the 2011/2012 Liberty policy.

- e. will rely on the express terms of the 2011/2012 AXIS policy and the 2011/2012 Liberty policy as if they were fully set forth herein.

40F The Excess Insurers admit paragraph 40F of the Cross Claim.

40G The Excess Insurers deny paragraph 40G of the Cross Claim.

2014/2015 Liberty policy

40H The Excess Insurers deny paragraph 40H of the Cross Claim.

40I The Excess Insurers admit paragraph 40I of the Cross Claim.

40J The Excess Insurers admit paragraph 40J of the Cross Claim, but:

- a. say that AET has no right to be indemnified in respect of the Creighton proceeding under both the 2011/2012 Liberty policy and the 2014/2015 Liberty policy; and
- b. repeat the matters pleaded in paragraph 37(b) above.

40K The Excess Insurers admit paragraph 40K of the Cross Claim.

40L As to paragraph 40L of the Cross Claim, the Excess Insurers:

- a. deny the paragraph;
- b. repeat paragraph 39(b) above;
- c. say that, on its proper construction, the 2014/2015 Liberty policy excludes cover with respect to the Creighton proceeding;

Particulars

CII 1.1 & 1.2 of the 2014/2015 Liberty policy and cl 1.1 & 3.11 of the 2014/2015 AXIS policy.

- d. say further that Liberty cannot be liable to indemnify AET under the 2014/2015 Liberty policy unless and until the limit of liability under the 2014/2015 AXIS policy has been completely eroded;

Particulars

CII 1.1 & 1.2 of the 2014/2015 Liberty policy.

- e. say further that because of the matters pleaded in paragraph 37(b) above, the limits of liability under the 2014/2015 AXIS policy cannot be eroded; and
- f. will rely on the express terms of the 2014/2015 AXIS policy and the 2014/2015 Liberty policy as if they were fully set forth herein.

40M The Excess Insurers deny paragraph 40M of the Cross Claim.

2011/2012 Chubb policy

40N As to paragraph 40N of the Cross Claim, the Excess Insurers:

- a. admit that on 17 November 2014, Ms Kelly Butler of Willis sent an email to Messrs Bloomfield and Hansen of Chubb;
- b. will rely on the terms of that email and its attachments as if fully set forth herein; and
- c. otherwise deny the paragraph, and in particular, deny that the correspondence sent on 17 November 2014 was a notice "pursuant to the 2011/2012 Chubb policy".

40O As to paragraph 40O of the Cross Claim, the Excess Insurers:

- a. deny the paragraph;
- b. say the 2011/2012 AXIS policy and the 2011/2012 Chubb policy included express terms to the effect that Chubb will only indemnify AET against Claims first made against AET during the Period of Insurance (cl 1.1 of the 2011/2012 AXIS policy & cl 1 of the 2011/2012 Chubb policy);

- c. say that no Claim was made against AET in relation to its role as trustee for debenture holders in Provident during the Period of Insurance for the 2011/2012 AXIS policy or the 2011/2012 Chubb policy; and
- d. say further that the notification of circumstances referred to in paragraph 40O(a) of the Cross Claim was not given to Chubb during the Period of Insurance for the 2011/2012 Chubb policy.

40P As to paragraph 40P of the Cross Claim, the Excess Insurers:

- a. deny the paragraph;
- b. repeat sub-paragraphs 40O(b)&(c) above and say the effect of 2011/2012 Chubb policy is that Chubb is entitled to refuse indemnity in respect of a claim first made after the Period of Insurance, whether or not AET gave or omitted to give Chubb a notice as soon as practicable after giving AXIS a notice under the 2011/2012 AXIS policy; and
- c. will rely on the express terms of the 2011/2012 AXIS policy and the 2011/2012 Chubb policy as if they were fully set forth herein.

40Q The Excess Insurers admit paragraph 40Q of the Cross Claim.

40R As to paragraph 40R of the Cross Claim, the Excess Insurers:

- a. deny the paragraph;
- b. repeat paragraph 32(b) above; and
- c. say that, on its proper construction, the 2011/2012 Chubb policy excludes cover with respect to the Creighton proceeding;

Particulars

CI 1 of the 2011/2012 Chubb policy and cll 1.1 & 3.16 of the 2011/2012 AXIS policy. Paragraphs 32(b) and 40O(b)&(c) above are repeated.

- d. say further that Chubb cannot be liable to indemnify AET under the 2011/2012 Liberty policy unless and until the limits of liability under the 2011/2012 AXIS policy and the 2011/2012 Liberty policy have been exhausted; and

Particulars

Cll 1 & 3 of the 2011/2012 Chubb policy.

- e. will rely on the express terms of the 2011/2012 AXIS policy and the 2011/2012 Chubb policy as if they were fully set forth herein.

40S The Excess Insurers admit paragraph 40S of the Cross Claim.

40T The Excess Insurers deny paragraph 40T of the Cross Claim.

2014/2015 Chubb/AXIS Policy

40U The Excess Insurers deny paragraph 40U of the Cross Claim.

40V The Excess Insurers admit paragraph 40V of the Cross Claim.

40W The Excess Insurers deny paragraph 40W of the Cross Claim and say:

- a. the 2014/2015 AXIS Policy includes express terms to the effect that:
 - i. AET is not entitled to be indemnified for any Claim directly arising from any fact or circumstance of which written notice has been given under any previous insurance policy (cl 3.10); but
 - ii. cover will be provided in respect of such a Claim provided AET first became aware of the facts that might give rise to the Claim after the Continuity Date (cl 1.6);
- b. the 2014/2015 Chubb/AXIS Policy includes express terms to the effect that:
 - i. coverage is provided on the same terms and conditions as the 2014/2015 AXIS Policy, except as specifically noted in the 2014/2015 Chubb/AXIS Policy (preamble, cll 1.1 & 1.3); and
 - ii. the "Continuity Date" is 30 November 2014 (item 4 of the Schedule);
- c. the Creighton proceeding is a Claim directly arising from a fact or circumstance of which written notice was given under a previous insurance policy; and

Particulars

Paragraphs 26 to 29 of the Cross Claim.

- d. AET first became aware of facts that might give rise to the Creighton proceeding before 30 November 2014.

Particulars

Paragraphs 26 to 29 of the Cross Claim.

40X The Excess Insurers admit paragraph 40X of the Cross Claim.

40Y As to paragraph 40Y of the Cross Claim, the Excess Insurers:

- a. deny the paragraph;
- b. repeat paragraph 39(b) above;

- c. say that, on its proper construction, the 2014/2015 Chubb/AXIS policy excludes cover with respect to the Creighton proceeding;

Particulars

CII 1.1 & 1.2 of the 2014/2015 Chubb/AXIS policy and cl 1.1 & 3.11 of the 2014/2015 AXIS policy.

- d. also repeat paragraphs 40W(a) to (d) above and say that, on its proper construction, the 2014/2015 Chubb/AXIS policy excludes cover with respect to the Creighton proceeding;
- f. say further that Chubb cannot be liable to indemnify AET under the 2014/2015 Chubb/AXIS policy unless and until the limits of liability under the 2014/2015 AXIS policy and the 2014/2015 Liberty policy have been completely eroded;

Particulars

CII 1.1 & 1.2 of the 2014/2015 Chubb/AXIS policy.

- e. say further that because of the matters pleaded in paragraph 37(b) above, the limits of liability under the 2014/2015 AXIS policy and the 2014/2015 Liberty policy cannot be eroded; and
- f. will rely on the express terms of the 2014/2015 AXIS policy and the 2014/2015 Chubb/AXIS policy as if they were fully set forth herein.

40Z The Excess Insurers deny paragraph 40Z of the Cross Claim.

AET's alternative s 54 claim

41 The Excess Insurers deny paragraph 41 of the Cross Claim.

42 As to paragraph 42 of the Cross Claim, the Excess Insurers:

- a. admit the paragraph; and
- b. say further that, on its proper construction exclusion clause 3.16 of the 2011/2012 AXIS policy applies with respect to the Creighton proceeding.

43 The Excess Insurers say that the debentures issued by Provident were unrated and unlisted, but otherwise deny paragraph 43 of the Cross Claim.

44 The Excess Insurers deny paragraph 44 of the Cross Claim.

45 The Excess Insurers deny paragraph 45 of the Cross Claim.

46 The Excess Insurers deny paragraph 46 of the Cross Claim.

46A The Excess Insurers deny paragraph 46A of the Cross Claim.

AET's estoppel claims

47 The Excess Insurers do not plead to paragraphs 47 to 58 of the Cross Claim as those paragraphs contain no allegations against the Excess Insurers, and are not alleged to give rise to any consequential relief as against either of the Excess Insurers.

[48-58 not used]

AET claims against Willis

59 The Excess Insurers do not plead to paragraphs 59 to 70 of the Cross Claim as those paragraphs contain no allegations against either of the Excess Insurers.

SIGNATURE OF LEGAL REPRESENTATIVE

I certify under clause 4 of Schedule 2 to the *Legal Profession Uniform Law Application Act 2014* that there are reasonable grounds for believing on the basis of provable facts and a reasonably arguable view of the law that the defence to the claim for damages in these proceedings has reasonable prospects of success.

Signature

A handwritten signature in black ink, appearing to be the initials 'JM'.

Capacity

Solicitor on the record

Date of signature

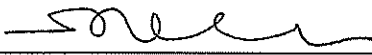
12 October 2016

AFFIDAVIT VERIFYING

Name James Thomas
 Address Level 27, 1 Macquarie Place, Sydney NSW 2000
 Occupation Technical Claims Manager, Speciality Casualty – Asia Pacific
 Date 12 October 2016

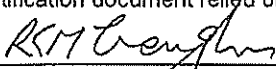
I say on oath / affirm:

- 1 I am employed as a Technical Claims Manager, Speciality Casualty – Asia by the Third Cross-Defendant and I am authorised to make this affidavit on its behalf.
- 2 I believe that the allegations of fact contained in the defence are true.
- 3 I believe that the allegations of fact that are denied in the defence are untrue.
- 4 After reasonable inquiry, I do not know whether or not the allegations of fact that are not admitted in the defence are true.

SWORN / AFFIRMED at Sydney
 Signature of deponent 
 Name of witness ROLAND EBERINGHAM
 Address of witness LEVEL 27, 1 MACQUARIE PLACE, SYDNEY
 Capacity of witness SOLICITOR (LS 19189)

And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent):

- 1 #I saw the face of the deponent. [OR, delete whichever option is inapplicable]
~~#I did not see the face of the deponent because the deponent was wearing a face covering, but I am satisfied that the deponent had a special justification for not removing the covering.*~~
- 2 #I have known the deponent for at least 12 months. [OR, delete whichever option is inapplicable]
~~#I have confirmed the deponent's identity using the following identification document:~~

Identification document relied on (may be original or certified copy) †
 Signature of witness 

Note: The deponent and witness must sign each page of the affidavit. See UCPR 35.7B.

[* The only "special justification" for not removing a face covering is a legitimate medical reason (at April 2012).]

[† "Identification documents" include current driver licence, proof of age card, Medicare card, credit card, Centrelink pension card, Veterans Affairs entitlement card, student identity card, citizenship certificate, birth certificate, passport or see Oaths Regulation 2011.]



AFFIDAVIT VERIFYING

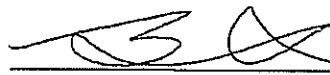
Name Belinda Thatcher
 Address Level 29, 2 Park Street, Sydney NSW 2000
 Occupation Senior Technical Examiner – Financial Lines
 Date 11 October 2016

I say on oath / affirm:

- 1 I am employed as a Senior Technical Examiner – Financial Lines by the Fourth Cross-Defendant and I am authorised to make this affidavit on its behalf.
- 2 I believe that the allegations of fact contained in the defence are true.
- 3 I believe that the allegations of fact that are denied in the defence are untrue.
- 4 After reasonable inquiry, I do not know whether or not the allegations of fact that are not admitted in the defence are true.

SWORN / AFFIRMED at Sydney

Signature of deponent



Name of witness

Angela Harvey

Address of witness

Level 29, 2 Park Street SYDNEY NSW 2000

Capacity of witness

Solicitor

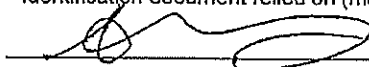
And as a witness, I certify the following matters concerning the person who made this affidavit (the deponent):

- 1 #I saw the face of the deponent. ~~[OR, delete whichever option is inapplicable]~~
~~#I did not see the face of the deponent because the deponent was wearing a face covering, but I am satisfied that the deponent had a special justification for not removing the covering.*~~
- 2 #I have known the deponent for at least 12 months. ~~[OR, delete whichever option is inapplicable]~~
 #I have confirmed the deponent's identity using the following identification document:

credit card

Identification document relied on (may be original or certified copy) †

Signature of witness



Note: The deponent and witness must sign each page of the affidavit. See UCPR 35.7B.

[* The only "special justification" for not removing a face covering is a legitimate medical reason (at April 2012).]

[† "Identification documents" include current driver licence, proof of age card, Medicare card, credit card, Centrelink pension card, Veterans Affairs entitlement card, student identity card, citizenship certificate, birth certificate, passport or see Oaths Regulation 2011.]