

DISTRICT COURT OF QUEENSLAND

CITATION: *R v Okeke* [2022] QDC 59

PARTIES: **THE QUEEN**

V

ANTHONY ONYEKA OKEKE

FILE NO: 396/21

DIVISION: Criminal

PROCEEDING: Trial – Judge-Alone

ORIGINATING COURT: District Court at Ipswich

DELIVERED ON: 20 June 2022

DELIVERED AT: Ipswich

HEARING DATES: 31 January 2022 to 4 February 2022

JUDGE: Lynch QC DCJ

VERDICTS: **Count 1 Fraud to the value of \$30,000 but less than \$100,000: Guilty.**

Count 2 Attempted fraud: Guilty.

Count 3 Attempted fraud: Guilty.

CATCHWORDS: CRIMINAL LAW – PARTICULAR OFFENCES – PROPERTY OFFENCES – OTHER FRAUDS AND IMPOSITIONS – FRAUD – VERDICT – trial by judge sitting without a jury – where the defendant is charged with one count of fraud to the value of \$30,000 but less than \$100,000 and two counts of attempted fraud – where the defendant is alleged to have dishonestly taken out insurance policies in his own and other persons’ names – where the defendant is alleged to have failed to disclosure details regarding his accident and claims history – where the defendant is alleged to have dishonestly induced and attempted to induce payment of motor vehicle insurance claims – where the evidence is circumstantial – where evidence of uncharged similar acts demonstrating a dishonest system or scheme alleged – whether similarity of uncharged conduct demonstrates defendant’s involvement in dishonest scheme – whether defendant identified as responsible for

making subject insurance claims – whether the conduct was dishonest by the standards of ordinary honest people – whether dishonesty relied upon induced or was capable of inducing payment of claims – whether it is proven beyond reasonable doubt that the defendant is guilty of the charges

LEGISLATION:	<i>Criminal Code Act 1899</i> (Qld) ss 1, 4, 408C, 535, 615B, 615C, 644
CASES:	<i>Pfennig v The Queen</i> (1995) 182 CLR 461 <i>Sutton v The Queen</i> (1984) 152 CLR 528
COUNSEL:	H McIntyre for the Crown S Neaves for the Defendant
SOLICITORS:	Director of Public Prosecutions (Queensland) for the Crown Hans Legal for the Defendant

Proceedings

- [1] Anthony Onyeka Okeke is charged before the District Court of Queensland at Ipswich on indictment number 396 of 2021 with the following offences:

Count 1: That on divers dates between the 2nd day of February, 2017 and the 20th day of February, 2019 at Ipswich or elsewhere in the State of Queensland, Anthony Onyeka Okeke dishonestly induced different persons to deliver property to him or any person. And the property was of the value of at least \$30,000 but less than \$100,000.

Count 2: That on the 18th day of December, 2018 at Ipswich or elsewhere in the State of Queensland, Anthony Onyeka Okeke attempted to dishonestly induce QBE Insurance (Australia) Limited to deliver property to him or any person.

Count 3: That on divers dates between the 11th day of January, 2017 and the 7th day of November, 2017 at Ipswich or elsewhere in the State of Queensland, Anthony Onyeka Okeke attempted to dishonestly induce different persons to deliver property to him or any person.

- [2] When arraigned on 28 September 2021, the defendant entered pleas of not guilty to these charges. On 28 January 2022, a no jury order was made. As a consequence, the trial proceeded before me, sitting without a jury.
- [3] Pursuant to s 615B of the *Criminal Code*, in conducting the trial I am required to apply, so far as is practicable, the same principles of law and procedure as would apply in a trial before a jury. This includes my taking account of any warning or instruction that would be required to be given to a jury. Pursuant to s 615C of the *Code*, I am required to identify in my judgement the principles of law I have applied, and the findings of fact upon which I have relied, in coming to my decision.

- [4] For the following reasons, I have concluded the defendant should be found guilty of each count.

Evidence

- [5] On the hearing, oral evidence from 12 witnesses was taken and the following exhibits were admitted:

1	Crown's Particulars
2	Transport and Main Roads Customer Application Form in the surname Anaetoh
3	Transport and Main Roads Customer Application Form in the surname of Mbamalu
4	Transport and Main Roads Customer Application Form in the surname Olafenwa
5	Transport and Main Roads Customer Application Form in the surname of Aniakor
6	Transport and Main Roads Customer Application Form in the surname of Ottih
7	Registration history for vehicle with registration number 024WUU
8	Registration history for vehicle with registration number 650LOL
9	Registration history for vehicle with registration number 700WZV
10	Registration history for vehicle with registration number 875TXR
11	Registration history for vehicle with registration number 270XZZ
12	Registration history for vehicle with registration number 724YBC
13	Registration history for vehicle with registration number 558YFQ
14	Registration history for vehicle with registration number 607YBX
15	Registration application form for vehicle with registration number 607YBX
16	Registration application form for vehicle with registration number 270XZZ
17	Registration application form for vehicle with registration number 700WZV
18	Registration transfer application form for vehicle with registration number 558YFQ
19	Registration transfer application form for vehicle with registration number 650LOL
20	Suncorp Certificate of Insurance for Insurance Policy dated 1 December 2015
21	Suncorp financial transaction records for the Insurance Policy referred to in exhibit 20
22	Suncorp loss detail records for the Insurance Policy referred to in exhibit 20
23	Recording of the Suncorp Insurance Claim made on 7 December 2015 in respect of the Insurance Policy referred to in exhibit 20
24	Suncorp Certificate of Insurance for Insurance Policy dated 23 September 2016
25	Suncorp financial transaction records for the Insurance Policy referred to in exhibit 24
26	Suncorp loss details records for the Insurance Policy referred to in exhibit 24
27	Recording of the Suncorp Insurance Claim made on 26 October 2016 in respect of

	the Insurance Policy referred to in exhibit 24
28	Suncorp Certificate of Insurance for Insurance Policy dated 10 November 2016
29	Suncorp financial transaction records for the Insurance Policy referred to in exhibit 28
30	Suncorp loss details records for the Insurance Policy referred to in exhibit 28
31	Recording of the Suncorp Insurance Claim made on 16 November 2016 in respect of the Insurance Policy referred to in exhibit 28
32	Suncorp Certificate of Insurance for Insurance Policy dated 11 November 2016
33	Suncorp financial transaction records for the Insurance Policy referred to in exhibit 32
34	Suncorp loss details records for the Insurance Policy referred to in exhibit 32
35	Recording of the insurance policy inception made on 11 November 2016
36	Recording of the insurance claim made on 19 December 2016
37	Recording of the insurance investigation interview from 4 January 2017
38	AAMI Certificate of Insurance for Insurance Policy dated 12 January 2017
39	AAMI financial transaction records for the Insurance Policy referred to in exhibit 38
40	AAMI loss details records for the Insurance Policy referred to in exhibit 38
41	Recording of the insurance claim made on 3 April 2017
42	Recording of the insurance claim made on 12 April 2017
43	Suncorp Certificate of Insurance for Insurance Policy dated 30 August 2017
44	Suncorp financial transaction records for the Insurance Policy referred to in exhibit 43
45	Suncorp loss details records for the Insurance Policy referred to in exhibit 43
46	Recording of the insurance claim made on 6 September 2017
47	Recording of the insurance claim made on 21 September 2017
48	Recording of the insurance claim made in respect of vehicle with registration number 024WUU
49	Recording of the insurance claim made in respect of vehicle with registration number 024MUU to the male consultant
50	Photograph taken on 26 October 2016
51	Recording of the roadside attendance by Constable Michael Eiser on 26 October 2016
52	NRMA Certificate of Insurance for Insurance Policy dated 12 January 2017
53	NRMA loss detail records for the Insurance Policy referred to in exhibit 52
54	Allianz Certificate of Insurance for Insurance Policy dated 2 February 2017
55	Allianz Claims Record for the Insurance Policy referred to in exhibit 54
56	Allianz Letter dated 21 February 2017 detailing payment of the claim to Mr Olafenwa
57	Allianz Letter dated 1 March 2017 recording payment of the claim to Mr Okeke

58	Allianz payment details to Mr Olafenwa
59	Allianz payment details to Mr Okeke
60	QBE Insurance claim records in respect of insurance policy for vehicle 615MDI
61	QBE Insurance claim records in respect of insurance for vehicle 040KBH
62	Recording of the insurance claim for QBE policy made in respect of the insurance policy referred to in exhibit 61
63	QBE claims records for policy related to vehicle with registration number 023WUU
64	QBE claims record for the policy related to vehicle with registration number 024WUU and ANZ rejection letter referring to the same policy
65	QBE claims record for policy related to vehicle with registration number 449XEX
66	QBE claims record for the policy related to vehicle with registration number 607YBX
67	QBE Certificate of Insurance for insurance policy covering vehicle with registration number 607YBX
68	QBE loss details records for the insurance policy for the vehicle with registration number 607YBX
69	ANZ letter of cancellation relating to insurance policy relating to the vehicle with registration number 607YBX
70	QBE claims record for the policy related to vehicle with registration number 270XZZ
71	QBE Certificate of Insurance for insurance policy covering vehicle with registration number 270XZZ
72	QBE loss details records for the insurance policy for the vehicle with registration number 270XZZ
73	ANZ Letter of cancellation for the insurance policy for the vehicle with registration number 270XZZ
74	Recording of the claim enquiry on 26 July 2018 regarding vehicle with registration number 270XZZ
75	QBE claims record for the policy related to vehicle with registration number 724YBC
76	QBE Certificate of Insurance for insurance policy covering vehicle with registration number 724YBC
77	QBE loss details records for the insurance policy for the vehicle with registration number 724YBC
78	ANZ Letter of cancellation for the insurance policy for the vehicle with registration number 724YBC
79	QBE claims record for the policy related to vehicle with registration number 558YFQ
80	QBE Certificate of Insurance for insurance policy covering vehicle with registration number 558YFQ
81	QBE loss detail records for the insurance policy for the vehicle with registration number 558YFQ
82	ANZ Letter of cancellation for the insurance policy for the vehicle with registration number 558YFQ
83	RACQ Certificate of Insurance for insurance policy covering vehicle with registration number 872WBF

84	Withdrawal of claim form under the hand of Anthony Okeke dated 15 January 2016
85	Map showing the residences at 27 Kinglake Avenue and Colorado Drive
86	Extract from the licensing register report for registered motor dealers
87	Commonwealth Bank statement of account for Compu-Service-X Pty Ltd for the period 4 December 2015 – 30 December 2015
88	Commonwealth Bank statement of account for Compu-Service-X Pty Ltd for the period 1 November 2016 – 15 November 2016
89	Commonwealth Bank statement of account for Compu-Service-X Pty Ltd for the period 16 November 2016 – 30 December 2016
90	Commonwealth Bank statement of account for Compu-Service-X Pty Ltd for the period 31 December 2016 – 4 March 2017
91	Bankwest bank statement of account for the period 1 June 2018 – 30 July 2018
92	Commonwealth Bank statement of account for Ms Okaro for the period 6 February 2019 – 26 February 2019
93	Westpac bank account records for Okeke and Olafenwa
94	Queensland transfer of registration form for vehicle with registration number 650LOL
95	Queensland application for new registration in the name of Olafenwa
96	Queensland receipt for registration for vehicle with registration number 700WZV
97	Queensland transport application for registration form in the name of Ottih
98	Copy of the passport in the name of Ottih
99	City Motor Auction Group invoice dated 4 January 2017
100	City Motor Auction Group invoice dated 20 July 2018
101	Admissions
102	Written submissions on behalf of the Crown dated 7/2/2022
103	Written submissions on behalf of the Defendant dated 9/2/2022

- [6] A copy of the prosecution lists of proposed witnesses and proposed exhibits and a volume containing copies of the proposed exhibits was provided to me for ease of reference during the trial. Those documents were collectively marked for identification as item A. In addition, transcripts of the various recordings admitted in evidence were utilised when the recordings were played and also marked for identification. The items marked for identification are as follows:

A	Copy of the Crown's proposed exhibits including the Crown's witness list and exhibit list
B	Transcript of exhibit 23
C	Transcript of exhibit 27
D	Transcript of exhibit 31
E	Transcript of exhibit 35

F	Transcript of exhibit 36
G	Transcript of exhibit 37
H	Transcript of exhibit 41
I	Transcript of exhibit 42
J	Transcript of exhibit 46
K	Transcript of exhibit 47
L	Transcript of exhibit 48
M	Transcript of exhibit 49
N	Transcript of exhibit 51
O	Transcript of exhibit 62
P	Transcript of exhibit 74

[7] A summary of the oral evidence and description of the exhibits follows.

1. Jacinta Margaret Brown

[8] Jacinta Brown is a manager of Customer Service Centres for Queensland Department of Transport and Main Roads, dealing with registration and licensing. She is familiar with the Department's systems and records. Ms Brown said every individual who interacts with the Department is allocated a customer reference number and retains that identification number for life. This number will also be the person's driver's licence number, should they hold a licence. Ms Brown said customers' details are recorded on the Department's systems if attending a service centre in person, or motor dealers could act as agents of the Department, register new customers on the Department's system and register vehicles for those customers. Ms Brown said in order to register a new customer on the system, the motor dealer was required to sight original identification documents as well as proof of Queensland residency and to provide a copy of the identification document to the Department. Ms Brown said that when overseas passports and birth certificates were provided as proof of identity, these were scanned and retained in the Department's system. Ms Brown confirmed that it was perfectly legitimate for a party to lodge documentation on behalf of another.

[9] Ms Brown was shown documents which she recognised as Department of Transport and Main Roads forms and records. These documents were admitted into evidence as Exhibits 2-19. The documents and relevant details they record are as follows.

[10] Exhibit 2: Customer application form in the name of Anaetoh Dated: 5/4/2018; Applicant: Isaac Ogechukwu Anaetoh; Residential address: 27 Kinglake Avenue, Springfield Lakes; Phone number: 0473 837552; Country of birth: Nigeria; Copy of the bio page from a Nigerian passport attached.

[11] Exhibit 3: Customer application form in the name of Mbamalu Dated: 4/7/2017; Applicant: Olisa Lawrence Mbamalu; Residential address: 27 Kinglake Avenue,

Springfield Lakes; Phone number: 0472 831442; Country of birth: Nigeria; Copy of the bio page from a Nigerian passport attached.

- [12] Exhibit 4: Customer application form in the name of Olafenwa Dated: 1/2/2017; Applicant: Femi John Olafenwa; Residential address: 9 Elma Street, Salisbury; Phone number: 0484 200675; Country of birth: Nigeria; Copy of the bio page from a Nigerian passport attached.
- [13] Exhibit 5: Customer application form in the name of Aniakor Dated: 3/8/2018; Applicant: Ifeanyi Emmmanuel Aniakor; Residential address: 52 Colorado Drives, Springfield Lakes; Country of birth: Nigeria; Copy of the bio page from a Nigerian passport attached.
- [14] Exhibit 6: Customer application form in the name of Ottih Dated: 8/5/2018; Applicant: Uchenna Ugochukwu Ottih; Residential address: 51 Colorado Dr, Springfield Lakes; Country of birth: Nigeria; Copy of the bio page from a Nigerian passport attached.
- [15] Exhibit 7: Registration history for vehicle 024-WUU 2007 model Volkswagen Passat; registered to Anthony Onyeka Okeke, 27 Kinglake Avenue, Springfield Lakes, on 10/11/2016; registration transferred from Anthony Onyeka Okeke, 27 Kinglake Avenue Springfield Lakes, to Pickles Auctions P/L on 24/10/2017.
- [16] Exhibit 8: Registration history for vehicle 650-LOL Registration transferred to Anthony Onyeka Okeke, 27 Kinglake Avenue, Springfield Lakes, on 9/1/2017 from City Motor Auction Group P/L. Exhibit 19: Registration transfer form for vehicle 650-LOL Ford Falcon, acquired by Licensed Dealer Anthony Okeke on 9/1/2016 from City Motor Auctions.
- [17] Exhibit 9: Registration history for vehicle 700-WZV 2002 model Toyota Camry; registered to Femi John Olafenwa, 9 Elma Street, Salisbury on 1/2/2017; registration transferred to Pickles Auctions P/L on 22/2/2017. Exhibit 17: Registration application form for vehicle 700-WZV Dated: 31/1/2017; Registered operator: Femi John Olafenwa, 9 Elma Street, Salisbury; Representative's details: Anthony Okeke. Attached Safety Certificate dated: 30/1/2017; Owner: Anthony Okeke, 27 Kinglake Ave, Springfield Lake.
- [18] Exhibit 10: Registration history for vehicle 875-TXR 2004 model Nissan Maxima; registration transferred to Anthony Onyeka Okeke, 27 Kinglake Avenue, Springfield Lakes, on 18/8/2017 from Central Auto Auctions P/L.
- [19] Exhibit 11: Registration history for vehicle 270-XZZ 2009 model Mazda 2; registered to Issac Ogechukwu Anaetoh, 27 Kinglake Avenue, Springfield Lakes on 5/4/2018; registration transferred to Pickles Auctions P/L on 10/7/2018. Exhibit 16: Registration application form for vehicle 270-XZZ Dated: 5/4/2018; Registered operator: Blank; Home/Business, Postal & Garage address: 27 Kinglake Avenue, Springfield Lakes; Authorised person: Anthony Okeke.

- [20] Exhibit 12: Registration history for vehicle 724-YBC 2009 model Mazda CX-7; registered to Joy Ngozi Okaro, 27 Kinglake Avenue, Springfield Lakes on 24/4/2018; registration transferred to Pickles Auctions P/L on 5/3/2019, from Joy Ngozi Okaro, Unit 79, 21 Springfield Parkway, Springfield.
- [21] Exhibit 13: Registration history for vehicle 558-YFQ 2006 model Toyota Aurion; registration transferred to Femi John Olafenwa, 27 Kinglake Avenue, Springfield Lakes from Anthony Onyeka Okeke, 27 Kinglake Avenue.¹ Exhibit 18: Registration transfer application form for vehicle 558-YFQ Transferred from: Anthony Okeke, Email: compuservicex@gmail.com, Phone: 0421 568750. Transferred to: Femi John Olafenwa, 9 Elma Street, Salisbury; Person lodging the application on behalf of the acquirer: Anthony Okeke.
- [22] Exhibit 14: Registration history for vehicle 607-YBX 2011 model Holden Captiva; registered to Uchenna Ugochukwu Ottih, 51 Colorado Drive, Springfield Lakes, on 9/5/2018; registration transferred to Pickles Auctions P/L on 30/5/2018. Exhibit 15: Registration application form for vehicle 607-YBX Dated: 9/5/2018; Registered operator: Uchenna Ugochukwu Ottih; Home/Business, Postal & Garage address: 51 Colorado Drive, Springfield Lakes; Authorised person: Anthony Okeke. Attached Safety Certificate lists "Mobile AIS location: 27 Kinglake Avenue, Springfield Lakes".

2. Lisa Telford

- [23] The evidence of Ms Telford was taken via audio visual link. Ms Telford is a public servant employed in the Commonwealth Department of Home Affairs and had worked in the Movement Records and Passenger Card Team, dealing with Departmental records of movements of all persons into and out of Australia. Ms Telford said these records were contained within an electronic database and on microfilm and microfiche. Ms Telford said she received a request from Queensland Police to search for any records of entry and exit by named individuals. The names she searched included: Femi John Olafenwa DOB 16/4/1982; Olisa Lawrence Mbamalu DOB 11/1/1989; Isaac Ogechukwu Anaetoh DOB 30/3/1985; Uchenna Ogechukwu Ottih DOB 27/11/1982; Chakwuma Christopher Equillam DOB 9/3/1982; Ifeanyi Emmanuel Aniakor DOB 19/12/1982. With the exception of the person Equillam (whom Ms Telford was not asked about), Ms Telford said she found no record of the named individuals entering or exiting Australia. Ms Telford said a search of Departmental records revealed visitor visa requests for the persons Aniakor, Olafenwa and Mbamalu were refused in 2016. Ms Telford said apart from the details of the individuals, she was given copies of the bio page of passports in the relevant names. Ms Telford said her searches of the relevant databases did not reveal any names which she considered sufficiently similar to report upon.

3. Damian George Craig

- [24] The evidence of Mr Craig was taken via audio visual link. Mr Craig is a Senior Constable in the Queensland Police Service. He said on 18 December 2016 he was called to attend a traffic crash at Grande Avenue, Springfield Lakes. Mr Craig said the collision involved a vehicle colliding with the rear of another which was parked on

¹ Confirmed in evidence by Brown as recording a transfer from Okeke to Olafenwa; see Brown transcript 1-22 lines 15-34.

Grande Avenue. He said he spoke with “the defendant in this matter Mr Okeke”² at the scene who was the driver of the vehicle that collided with the parked car. He said Mr Okeke did not appear physically injured but an ambulance was in attendance. He said this was the first time he ever dealt with Mr Okeke. He said his investigations revealed that both vehicles involved in the collision were registered to Mr Okeke. He said this attendance was at night, the weather was clear and dry, and the street was very well lit.

4. Jason Lee Whyte

- [25] Mr Whyte is a senior investigation advisor at Suncorp, involved in the investigation of insurance claims. Mr Whyte said Suncorp provided insurance under a number of business names including Suncorp, AAMI and Shannons. Mr Whyte had access to and familiarity with Suncorp’s computer records and systems. Mr Whyte described the way in which Suncorp insurance policies are created. This usually involved a customer making phone contact with a consultant and required the customer to provide information about the insured item and the insured person which Suncorp trusted as accurate. Mr Whyte said the consultant asked scripted questions in order to initiate the insurance. At the conclusion, a policy number was generated which stayed with the customer for the life of the policy and a certificate of insurance was issued to the customer. Mr Whyte also described that a customer could complete their application online by answering formatted questions. Applications via phone were recorded and the online application recorded the customers answers to the questions. Mr Whyte said disclosure by prospective customers when answering questions was important to Suncorp’s determination of whether, and on what terms, insurance would be provided because circumstances affected the risk involved; e.g. accident history or criminal history or licence suspensions. Mr Whyte also described that the progression of insurance claims was recorded and documented in the Suncorp computer system which also had the capacity to upload documents saved as PDF files.
- [26] Mr Whyte said he obtained various Suncorp claims documents from Suncorp computer records, which he provided to Queensland Police upon their request. He identified records, which were admitted as Exhibits 20-47, as documents he had extracted. These documents evidence various vehicle insurance policies issued by the Suncorp group and claims made against those policies. These details are set out below, grouped relating to the individual claims. Mr Whyte explained the documents recorded the details of the policy including the insured, the vehicle covered, reflected relevant disclosure details provided by the insured at the time the policy was created, recorded relevant steps taken when a claim was initiated against the policy, and identified all payments received or made. Where phone contact with the insured was recorded, the recordings were also produced. Witness Ross Morson, also a Suncorp employee, produced recordings of contact with the insured regarding a particular claim (Exhibits 48 & 49). These recordings are also detailed below with the other documents relevant to that claim.
- [27] Mr Whyte acknowledged that the disclosure details recorded in the certificates of insurance were automatically formatted based on an insured’s answers to whatever questions were asked by the consultant. Mr Whyte said although the questions were scripted, it was only an assumption that they reflected what was contained in the

² Transcript Craig 1-49 at lines 6-7.

insurance certificate. Mr Whyte acknowledged that a positive answer regarding prior claims or accidents or criminal history would not necessarily disqualify a person from obtaining insurance, but might, for example, result in a higher premium being charged. Mr Whyte said different brands had different rules concerning that issue. Mr Whyte also acknowledged that although the certificate of insurance listed the insured person who would benefit under the policy, that did not mean the policy was taken out by that person. He said it was not unusual for someone to take out insurance on another's behalf. Mr Whyte said that when a person initiated insurance on behalf of another, the name of the person initiating the policy would not appear on the certificate of insurance.

Exhibits 20-23: Suncorp Claim by Anthony Okeke re: vehicle 742-VVK (Claim 1)

- [28] Exhibit 20 is Suncorp Certificate of Insurance for a policy dated 1 December 2015, in the name Anthony Okeke, DOB 24/11/1986, 2004 Lexus RX330, registered number 742-VVK, garage address 3, 9 Elma Street, Salisbury, insured amount \$13,060. Disclosure recorded: "in the past 3 years" the insured "had no insurance claims or losses relating to anything covered by this insurance"; had not had insurance declined, cancelled, conditions applied, or a claim refused; had not had a driver's licence suspended, cancelled or restricted; and had not committed any listed criminal offence. Exhibit 21 is Suncorp financial transaction record which shows Suncorp paid \$10,209.22 to Anthony Okeke by EFT on 29/12/2015. Exhibit 22 is Suncorp loss record with claim details: "A lady was test driving my Mercedes and has collided with me front on. It was a narrow road and I was trying to move to one side and park when she hit me." The third party was identified as "Joy unknown". The collision occurred on 7/12/2015 at Riverview Road, Redbank. Exhibit 23 is a recording of a conversation between a claims consultant and a male person on 7/12/2015, initiating this claim. The male gave the name Anthony Okeke, mobile number 0473 837442, email compuservicex@gmail.com. The male said the other driver involved was named "Joy", he didn't know her last name, she was from Nigeria, with phone number 0484 200375.

Exhibits 24-27 Suncorp Claim by Anthony Okeke re: vehicle 642-WRX (Claim 3)

- [29] Exhibit 24 is Suncorp Certificate of Insurance for a policy dated 23 September 2016, in the name Anthony Okeke, DOB 24/11/1986, for 2012 Holden Cruze, registered number 642-WRX, garage address 27 Kinglake Avenue, Springfield Lakes, insured amount \$18,980. Disclosure recorded: "in the past 3 years" the insured "had no insurance claims or losses relating to anything covered by this insurance"; had not had insurance declined, cancelled, conditions applied, or a claim refused; had not had a driver's licence suspended, cancelled or restricted; and had not committed any listed criminal offence. Exhibit 25 is Suncorp financial transaction record which shows Suncorp paid \$18,363.80 to Anthony Okeke by EFT on 4/11/2016. On page 18, the vehicle is described as "2012 Ford Focus" registered number 643-WRX. Exhibit 26 is Suncorp loss record with claim details: "I was driving along and a animal has come out onto the road. I have swerved to miss the animal but lost control and hit a tree." This document also describes the vehicle as Ford Focus, registered number 643-WRX. The collision occurred on 26/10/2016. Exhibit 27 is a recording of a conversation on 26/10/2016, between a claims consultant and a male person initiating this claim. The consultant described the vehicle as a Ford Focus, and the male agreed. The male gave the name Anthony Okeke, mobile number 0473 837442, email

compuservicex@gmail.com. The male said police and ambulance attended the scene of the collision at Goodna Road, Greenbank.

Exhibits 28-31 Suncorp Claim by Anthony Okeke re: vehicle 023-WUU (Claim 4)

- [30] Exhibit 28 is Suncorp Certificate of Insurance for a policy dated 10 November 2016, in the name Anthony Okeke, DOB 24/11/1986, for 2010 Holden Cruze, registered number 023-WUU, garage address 27 Kinglake Avenue, Springfield Lakes, insured amount \$15,800. Disclosure recorded: “in the past 3 years” the insured “had no insurance claims or losses relating to anything covered by this insurance”; had not had insurance declined, cancelled, conditions applied, or a claim refused; had not had a driver’s licence suspended, cancelled or restricted; and had not committed any listed criminal offence. Exhibit 29 is Suncorp financial transaction record which shows Suncorp paid \$9,999.59 to Highland Smash Repairs for repair of the vehicle on 30/12/2016. Exhibit 30 is Suncorp loss record with claim details: “I have hit a pole after losing control of my car. The front bumper and bonnet have hit the pole.” The collision occurred at Grande Avenue, Yellowstone Way, Springfield Lakes, on 16/11/2016. Exhibit 31 is a recording of a conversation on 16/11/2016, between a claims consultant and a male person initiating this claim. The male gave the name Anthony Okeke, address of 27 Kinglake Avenue, Springfield Lakes, DOB 24/11/1986, mobile number 0421 568750, email Anthony.okeke@gmail.com.

Exhibits 32-37 Suncorp Claim by Anthony Okeke re: vehicle 024-WUU (Claim 6)

- [31] Exhibit 32 is Suncorp Certificate of Insurance for a policy dated 11 November 2016, in the name Anthony Okeke, DOB 24/11/1986, for 2007 Volkswagen Passat, registered number 024-WUU, garage address 27 Kinglake Avenue, Springfield Lakes, insured amount \$12,740. Disclosure recorded: “in the past 3 years” the insured “had no insurance claims or losses relating to anything covered by this insurance”; had not had insurance declined, cancelled, conditions applied, or a claim refused; had not had a driver’s licence suspended, cancelled or restricted; and had not committed any listed criminal offence. Exhibit 33 is Suncorp financial transaction record which shows Suncorp made no payment to the insured. Exhibit 34 is Suncorp loss record with claim details: “I felt dizzy whilst driving. I was driving to go and check on my partners car which had been left by the roadside during the hail storm. As I got close to the car I have collided with the parked vehicle (with my other car).” The collision occurred at Grande Avenue, Springfield Lakes on 18/12/2016. Exhibit 35 is a recording of a conversation between a sales consultant and a male person on 11/11/2016, for creation of this policy. The male gave the name Anthony Okeke, DOB 24/11/1986. The male first obtained insurance cover for 2010 model Mitsubishi Outlander registered number 615-MDI, and paid the premium using credit card number 5371 9618 0281 7158. The male added his “partner” Joy Okaro, DOB 17/2/1976, as a nominated driver. The male then obtained insurance for 2007 model Volkswagen Passat, registered number 024-WUU and paid using the same credit card. Exhibit 36 is a recording of a conversation on 19/12/2016, between a claims consultant and a male person initiating this claim. The male gave the name Anthony Okeke, mobile number 0421 968716, and email Anthony.okeke@gmail.com. The male said he was driving Honda Civic registered number 040-KBH, when he collided with the rear of the Volkswagen Passat. The male told the consultant the Honda Civic was insured with QBE and he’d already spoken to them. Exhibit 37 is a recording of a conversation on 4/1/2017, between Suncorp claims investigator and a male person regarding this claim. The male gave the name Anthony Okeke, 27 Kinglake Avenue,

Springfield Lakes, and DOB 24/11/1986. Exhibit 48 (produced by witness Morson) is a recording of a conversation on an unknown date, between a claims consultant and a male person. The male gave the name Anthony Okeke, mobile number 0421 568750, DOB 24/11/1986. The male queried progress of the claim and expressed frustration at the delay. Exhibit 49 (produced by witness Morson) is a recording of a conversation on an unknown date, between a claims consultant and a male person regarding delay in progress of the claim. The male gave the name Anthony Okeke, 27 Kinglake Avenue, Springfield Lakes, mobile number 0421 568750. The male said because of the delay he preferred to arrange the repair himself.

Exhibits 38-42 AAMI Claim by Anthony Okeke re: vehicle 886-MUO (Claim 8)

- [32] Exhibit 38 is AAMI Certificate of Insurance for a policy dated 12 January 2017, in the name Anthony Okeke, DOB 24/11/1986, for 2010 Mazda CX-7, registered number 886-MUO, garage address 27 Kinglake Ave, Springfield Lakes, insured amount \$20,930. Disclosure recorded: “in the past 3 years” the insured had not had insurance declined, cancelled, conditions applied, or a claim refused; had no car insurance claims for loss or damage; had not committed any listed criminal offence; and had not had a driver’s licence suspended, cancelled or restricted. Exhibit 39 is AAMI financial transaction record which shows AAMI made no payment to the insured. Exhibit 40 is AAMI loss record with claim details: “I parked my car in a train station and got flooded in the area, after I drained the water I drove the car to my house.” This incident occurred at Beenleigh train station, on 30/3/2017. Exhibit 41 is a recording of a conversation on 3/4/2017, between a claims consultant and a male person initiating this claim. The male gave the name of Anthony Okeke, DOB 24/11/1986, address of 27 Kinglake Avenue, Springfield Lakes, mobile number 0421 568750, email Anthony.o.okeke@gmail.com. Exhibit 42 is a recording of a conversation on 12/4/2017, between AAMI claims investigator and a male person regarding this claim. The male gave the name Anthony Okeke, DOB 24/11/1986, 27 Kinglake Avenue, email Anthony.o.okeke@gmail.com.

Exhibits 43-47 Suncorp Claim by Lawrence Mbamalu re: vehicle 875-TXR (Claim 13)

- [33] Exhibit 43 is Suncorp Certificate of Insurance for a policy dated 30 August 2017, in the name Lawrence Mbamalu, DOB 11/1/1989, for 2004 Nissan Maxima, registered number 875-TXR, garage address 9 Elma St, Salisbury, insured amount \$8,736. Disclosure recorded: “in the past 3 years” the insured “had no insurance claims or losses relating to anything covered by this insurance”; had not had insurance declined, cancelled, conditions applied, or a claim refused; had not had a driver’s licence suspended, cancelled or restricted; and had not committed any listed criminal offence. Exhibit 44 is Suncorp financial transaction record which shows Suncorp made no payment to Lawrence Mbamalu or Onyeka Okeke. Exhibit 45 is Suncorp loss record with claim details: “It happened at roundabout on Centenary Hwy A5 and Ripley Road, I was coming from Provedance, my phone rang and I looked away for a second and I heard a bang and have hit the car in front of me.” The collision occurred on 4/9/2017. The third party vehicle was Holden Cruze, registration 449-XEX, driver Onyeka Okeke. Exhibit 46 is a recording of a conversation on 6/9/2017, between a claims consultant and a male person initiating this claim. The male gave the name Lawrence Mbamalu, address 9 Elma Street, Salisbury. When the consultant identified the caller’s mobile number 0421 568750, the male did not reply. The male gave the phone number for Onyeka Okeke as 07 3067 7779. Exhibit 47 is a recording of a conversation on 21/9/2017, between a claims consultant and a male person. The male

gave the name Lawrence, of Unit 1, 9 Elma Street, Salisbury. The male said he'd owned the Nissan Maxima for about 2 months, he'd bought it off Gumtree for \$3,500 in cash, and was given a receipt. When told external investigators would be appointed, the male person said he did not wish to pursue the claim and would arrange repair himself because the process was taking too long and he needed a vehicle.

5. Ross Anthony Morson

- [34] Mr Morson is employed by the Suncorp Group in the fraud and intelligence unit. Mr Morson produced two recordings of conversations, Exhibits 48 & 49, which are described above at [31].

6. Michael Eiser

- [35] Mr Eiser is a Senior Constable of Police, stationed at Jimboomba. He said at about 8.45am on 26 October 2016, he and Senior Constable Urmston came upon a motor vehicle that had collided with a tree, on Goodna Road at Greenbank. He described the vehicle as a blue Ford Festiva, registered number 643-WRX. He said they spoke with the driver, who officer Eiser referred to as "the defendant",³ and who gave the name Okeke. Officer Eiser identified a photograph, Exhibit 50, taken at the scene of the collision which depicted the male person, the vehicle, and part of officer Eiser. Officer Eiser said the male told them an animal had run across the road, he swerved to miss it, and crashed into a tree. Officer Eiser said the male appeared dazed and confused but did not appear injured. Officer Eiser said he administered a breath test with negative result. Officer Eiser recorded his conversations with the male, Exhibit 51. During the recorded conversation, Eiser can be heard speaking on a phone, apparently to the partner of the male, and both the male and Eiser can be heard speaking on the phone to an insurance consultant. The male also spoke to an ambulance officer. (This evidence is relevant to the Suncorp claim re: vehicle 642-WRX, Exhibits 24-27; Claim 3.)

7. Caleb Reynolds,

- [36] The evidence of Mr Reynolds was taken via audio visual link. Mr Reynolds is employed by NRMA and works in their litigation area. He understood and had access to the computer systems operated by the business. He was shown documents he had obtained from the company records and which he provided to police. He said the information appearing in the certificate of insurance was provided at the time the policy was created, which could be through a phone consultant or via an online form. He said the NRMA loss record detailed the steps taken in processing of a claim against the policy and were created by whoever was managing the file at the relevant time.

Exhibits 52-53 NRMA Claim by A Okeke re: vehicle 024-WUU (Claim 9)

- [37] Exhibit 52 is NRMA Certificate of Insurance for a policy dated 12 January 2017, in the name A Okeke, for 2007 Volkswagen Passat, registered number 024-WUU, garage address 27 Kinglake Ave, Springfield Lakes, insured amount \$12,740. Disclosure recorded: in the last 5 years had no insurance refused, cancelled, avoided

³ Transcript Eiser 4-4 at lines 32-39.

or conditions applied; in the last 3 years had no motor insurance claims; in the last 2 years has not had a licence cancelled or suspended due to a driving offence. Exhibit 53 is NRMA loss record with claim details: "024-WUU was parked when 700-WZV who was travelling on the thoroughfare collided with 024-WUU who was parked. Damage to 024-WUU is the rear." The collision occurred at Grande Ave, Springfield Lakes on 2/2/2017. Owner: Anthony Okeke, phone number 0473 837442, 27 Kinglake Avenue, Springfield Lakes, email Anthony.o.okeke@gmail.com. The third party is identified as Femi Olafenwa, phone 07 3067 0688, 9 Elma Street, Salisbury. No payment was made by NRMA as "Claim not pursued".

8. Tameela Bruce

- [38] Ms Bruce is employed by Allianz Insurance as an investigations co-ordinator. Ms Bruce is familiar with Allianz's systems and records. She said that customers could initiate an insurance policy and make a claim against that policy by phone with a consultant or through an online form. Ms Bruce acknowledged that someone could take out an insurance policy on behalf of another. Ms Bruce was asked about the disclosure information appearing in the certificate. She said the consultant was required to follow scripted questions but from time to time were found not to have done so. Ms Bruce said the answers to the disclosure questions were relevant to whether the insurance would be approved or under what conditions, for example, whether the premium might be increased. Ms Bruce acknowledged that people with prior claims or accidents were sometimes issued with insurance. Ms Bruce identified documents she produced from Allianz's records and provided to police. Ms Bruce said the information stored in the documents was based upon details provided by the customer. The documents were admitted as Exhibits 54-59, the details of which are set out below.

Exhibits 54-59 Allianz Claim by Olafenwa re: vehicle 700-WZV (Claim 10)

- [39] Exhibit 54 is Allianz Certificate of Insurance for a policy dated 2 February 2017, in the name Femi Olafenwa, for 2002 Toyota Camry, registered number 700-WZV, garage address Salisbury, insured for market value. Disclosure recorded: in the past 3 years the insured had no fines or penalties for an alcohol or drug related driving offence; in the last 5 years the insured had no claim refused, insurance declined, or conditions imposed on a motor vehicle policy; in the last 3 years the insured had not been convicted of any listed criminal offence; and the insured listed no accidents or claims in the last 5 years. Exhibit 55 is Allianz Claims record with insured Femi Olafenwa, 9 Elma St, Salisbury, and claim details: "I was driving and it was raining, I have lost control and I have hit a TP. The damage to their car is the back passenger door and passenger rear. My car went off the side of the road and ran into a tree." The collision occurred on 8/2/2017 at Freeman Rd and Balsa Road, Inala. The third party was Anthony Okeke, phone number 0473 837442, vehicle registered number 650-LOL. Exhibit 56 is Allianz correspondence to Femi Olafenwa confirming the claim was approved for payment of \$2,609. Exhibit 57 is Allianz correspondence to Anthony Okeke, 27 Kinglake Ave, Springfield Lakes, confirming the claim was approved for payment of \$6,350. Exhibit 58 is Allianz payment record for payment of the claim to Femi Olafenwa, BSB: 734-045 Bank: WBC A/C: 547555 Amount: 2609.00, on 21/2/2017. Exhibit 59 is Allianz payment record for payment of the claim to Anthony Okeke, BSB: 064-162 Bank: CBA A/C: 11195599 Amount: 6350.00, on 1/3/2017.

9. Troy Andrew Dux

- [40] Mr Dux is a claims investigator with QBE Insurance. He had access to and an understanding of QBE's systems and records. Mr Dux said that QBE was the underwriter for ANZ insurance policies. He said he was asked by police to search records relating to named persons and he did so. He was able to produce documents he obtained from QBE records systems concerning policies underwritten by QBE for those persons. Mr Dux said information in the documents originated from the customer at the time of creation of the policy or the specific event as recorded. The documents were admitted as Exhibits 60-82 and are detailed below, grouped according to individual insurance claims.

Exhibit 60 QBE Claim by Anthony Okeke re: vehicle 615-MDI (Claim 5)

- [41] Exhibit 60 is QBE claim records for motor vehicle insurance policy commencing 20/11/2016, in the name Anthony Okeke, 27 Kinglake Avenue, Springfield Lakes, for vehicle registered 615-MDI, 2010 model Mitsubishi Outlander. The date of loss was 29/11/2016 with claim details: "Insd hit tree/branch/stump". QBE paid \$15,513.31 to Anthony Okeke on 16/12/2016.

Exhibits 61-62 QBE Claim by Anthony Okeke re: vehicle 040-KBH (Claim 7)

- [42] Exhibit 61 is QBE claim records for motor vehicle insurance policy commencing 20/11/2016, in the name Anthony Okeke, 27 Kinglake Avenue, Springfield Lakes, for vehicle registered 040-KBH, 2007 model Honda Civic. The date of loss was 18/12/2016 with claim details: "Insd hit TP". QBE paid \$12,081.05 to Anthony Okeke on 4/1/2017. Exhibit 62 is a recording of a conversation on 18/12/2016, between a QBE claims consultant and a male person who gave the name Anthony Okeke, phone number 0473 837442.

Exhibit 63 QBE Claim by Anthony Okeke re: vehicle 023-WUU (Claim 11)

- [43] Exhibit 63 is QBE claim records for motor vehicle insurance policy commencing 25/2/2017, in the name Anthony Okeke, 27 Kinglake Avenue, Springfield Lakes, for vehicle registered 023-WUU, 2010 model Holden Cruze. The date of loss was 30/3/2017 with claim details: "Flood damage". QBE paid \$14,358.59 to Anthony Okeke on 13/4/2017.

Exhibit 64 QBE Claim by Anthony Okeke re: vehicle 024-WUU (Claim 12)

- [44] Exhibit 64 is QBE claim records for motor vehicle insurance policy commencing 21/4/2017, in the name Anthony Okeke, 27 Kinglake Avenue, Springfield Lakes, for vehicle registered 024-WUU, 2007 model Volkswagen Passat. The date of loss was 19/5/2017 with claim details: "It is raining and the car was parked, TH". QBE made no payment to Anthony Okeke. Exhibit 64 is QBE correspondence to Anthony Okeke advising that due to his failure to co-operate with investigation of his claim, the claim was declined.

Exhibit 65 QBE Claim by Onyeka Okeke re: vehicle 449-XEX (Claim14)

- [45] Exhibit 65 is QBE claim records for motor vehicle insurance policy commencing 30/8/2017, in the name Onyeka Okeke, 37 Sinnathamby Blvd, Springfield Lakes, for vehicle registered 449-XEX, 2009 model Holden Cruze. The date of loss was

4/9/2017 with claim details: “TP hit Insd”. QBE paid \$9,127.06 to Onyeka Okeke on 18/9/2017.

Exhibits 66-69 QBE Claim by Uchenna Ottih re: vehicle 607-YBX (Claim 15)

- [46] Exhibit 66 is QBE claim records for motor vehicle insurance policy commencing 9/5/2018, in the name Uchenna Ottih, 51 Colorado Dr, Springfield Lakes, for vehicle registered 607-YBX, 2011 model Holden Captiva. The date of loss was 17/5/2018 at Springfield Greenbank Arterial, Springfield Lakes, with claim details: “Insured was driving straight when an animal went across the road which caused the insured to swerve to the left and hit a pole.” QBE paid \$9,945.94 to Uchenna Ottih on 6/6/2018. Exhibit 67 is QBE Certificate of Insurance for this policy, insured amount \$11,310. Disclosure recorded: in the last 4 years the listed driver has no licence restricted, suspended, disqualified or cancelled; in the last 4 years the listed driver has no accidents and/or claims; in the last 5 years the listed driver has not been charged or convicted of a criminal offence. Exhibit 68 is the QBE loss records which lists bank account for the insured BSB: 304-260 Account no: 0141363. Exhibit 69 is a letter advising cancellation of policy.

Exhibits 70-74 QBE Claim by Isaac Anaetoh re: vehicle 270-XZZ (Claim 16)

- [47] Exhibit 70 is QBE claim records for motor vehicle insurance policy commencing 9/4/2018, in the name Isaac Anaetoh, 27 Kinglake Ave, Springfield Lakes, vehicle registered 270-XZZ, 2009 model Mazda 2. The date of loss was 8/7/2018 at Balsa St & Freeman Rd, Inala, with claim details: “Insured’s phone was on the passenger seat, a call came in then insured accidentally veered into the other lane and hit a tree.” QBE paid \$8,734.44 to Isaac Anaetoh on 30/7/2018. Exhibit 71 is QBE Certificate of Insurance for this policy, email onanthony86@gmail.com, insured amount \$9,945. Disclosure recorded: in the last 4 years the listed driver has no licence restricted, suspended, disqualified or cancelled; in the last 4 years the listed driver has no accidents and/or claims; in the last 5 years the listed driver has not been charged or convicted of a criminal offence. Exhibit 72 is QBE loss records which lists the insured’s phone number 0421 568750, bank account BSB: 304-260 Account no: 0141363. Exhibit 73 is a letter advising cancellation of policy. Exhibit 74 is a recording of a conversation on 26/7/2018, between a QBE claims consultant and a male person who gave the name Anthony Okeke, and then the name Isaac Anaetoh, 27 Kinglake Avenue, Springfield Lakes, concerning progress of the claim.

Exhibits 75-78 QBE Claim by Okaro/Aniakor re: vehicle 724-YBC (Claim 17)

- [48] Exhibit 75 is the QBE claim records for motor vehicle insurance policy commencing 6/2/2019, in the name Joy Okaro, 79/21 Springfield Pkwy, Springfield, vehicle registered 724-YBC, vehicle model Mazda CX-7. The date of loss was 9/2/2019 at Brentwood Avenue, Mooloolaba, with claim details: “Car is damaged by flood which is due to heavy rain. Car is not starting.” QBE paid \$13,956.09 to J Okaro on 19/2/2019. Exhibit 76 is the Certificate of Insurance for this policy in the names Joy Okaro and Ifeanyi Aniakor, 27 Kinglake Avenue, Springfield Lakes, with the same garage address, insured amount \$15,665. Disclosure recorded: in the last 4 years the listed drivers have no licence restricted, suspended, disqualified or cancelled; in the last 4 years the listed drivers have no accidents and/or claims; in the last 5 years the listed drivers have not been charged or convicted of a criminal offence. Exhibit 77 is the QBE loss records which lists Ifeanyi Aniakor as main contact, phone number 0421 568750, and as the reporter of the loss/claim, phone number 0470 453820 for Okaro.

Bank account listed for Okaro, provided in a phone call by Aniakor, BSB: 064-240 Bank: CBA Account no: 10045041; bank account for Aniakor BSB: 304-260 Bank: BWA Account no: 0142393. Exhibit 78 is a letter advising cancellation of policy.

Exhibits 79-82 QBE Claim by Femi Olafenwa re: vehicle 558-YFQ (Claim 18)

- [49] Exhibit 79 is the QBE claim records for motor vehicle insurance policy commencing 18/12/2018, in the name Femi Olafenwa, 51 Colorado Dr, Springfield Lakes, phone number 0421 568750 for vehicle registered 558-YFQ, 2006 model Toyota Aurion. The date of loss was 16/2/2019 at 9 Lawrence St, Mooloolaba, with claim details: "Flood damage, water level reached to the chair of the vehicle". Exhibit 80 is the Certificate of Insurance for this policy, insured amount \$11,375. Disclosure recorded: in the last 4 years the listed driver has no licence restricted, suspended, disqualified or cancelled; in the last 4 years the listed driver has no accidents and/or claims; in the last 5 years the listed driver has not been charged or convicted of a criminal offence. Exhibit 81 is the QBE loss records, no payment was made by QBE to the insured. Exhibit 82 is a letter advising cancellation of policy.

10. Jonathan Murphy

- [50] The evidence of Mr Murphy was taken via audio visual link. Mr Murphy is employed by QBE Insurance, managing the team handling all private motor, household and third party insurance products. Mr Murphy said his role included setting the underwriting rules used to decide what risks the business will accept and on what terms, and ensuring those rules are applied by the generally, fully automated systems used to distribute the products. Mr Murphy said as part of the process to determine whether insurance will be provided, prospective customers are advised they have a duty to disclose truthfully, information relevant to the risk, and are asked questions to enable the insurer to decide whether to offer insurance. These questions included whether the customer had criminal or serious traffic convictions and about their claims history. He said that, regarding claims history, he was confident the threshold for refusal of insurance was three at fault claims and two theft claims.

11. Matthew Stewart Reynolds

- [51] Mr Reynolds is employed by RACQ as a fraud assessment analyst. He had access to and was familiar with the computer systems operated by RACQ in undertaking their insurance business. Upon request by police, Mr Reynolds accessed those systems to produce copies of documents regarding a vehicle insurance policy issued by RACQ, for which a claim was made but withdrawn. Mr Reynolds produced insurance documents for vehicle registration 872-WBF, admitted as Exhibits 83 and 84. Mr Reynolds said the information in the policy document was generated based upon the responses of the customer to questions. Mr Reynolds said he found only one insurance policy document for Mr Okeke in his search of RACQ records, as detailed below.

Exhibits 83 & 84 RACQ Claim by Anthony Okeke re: vehicle 872-WBF (Claim 2)

- [52] Exhibit 83 is RACQ Certificate of Insurance for a policy dated 23/12/2015, in the name Anthony Okeke, U 3, 9 Elma Street, Salisbury, 1998 Mercedes Benz, registered number 872-WBF, garage at Salisbury, insured amount \$7,000. Disclosure recorded: had not in the last 3 years had any at fault accidents, or licence disqualification, cancellation etc, or insurance declined, cancelled, a claim rejected, or conditions imposed, and in the last 5 years had any criminal convictions. Payment of monthly premium via Mastercard in the name Anthony Okeke, last four digits 5697. Exhibit 84

is “Withdrawal of Claim” form under the hand Anthony Okeke, 3/9 Elma Street, Salisbury, dated 15/1/2016, with RACQ claim number submitted on 26/12/2015, in relation to a “motor vehicle accident” at “River Rd/Brisbane Tce Redbank”, reason for withdrawal “Lack of time to process claim”.

12. Deborah Naomi McDougall

- [53] Ms McDougall is a Senior Constable of Police stationed at the Road Policing Investigations Unit. S/C McDougall’s role includes investigations of matters that involved licensing, registration, speed camera infringements and the like. She said she had knowledge of police traffic computer systems, which are linked with Queensland Transport computer systems. S/C McDougall said she knew the defendant Mr Okeke. S/C McDougall produced an extract from the register of licensed motor dealers, obtained from the Department of Fair Trading, and which recorded Mr Okeke, Unit 3, 9 Elma Street, Salisbury, as a licensed motor dealer; admitted as Exhibit 86.
- [54] S/C McDougall said that in September/October 2018, the residential address recorded for Mr Okeke in the police computer system was 27 Kinglake Avenue, Springfield Lakes. She said seven other persons were also recorded as living at that address, including Joy Okaro. S/C McDougall attended that address on 8/2/2019 and saw it was a low set, single level, brick and tile house, which she said was not large. S/C McDougall said she later obtained a search warrant for an address at unit 79, 21 Springfield Parkway, Springfield, attended that address on 22/2/2019, and spoke with Mr Okeke and Joy Okaro. S/C McDougall said during a search of that residence she located documents in bags in the garage. These included: Queensland Transfer of Registration form for vehicle registered number 650-LOL into the name Anthony Okeke, admitted as Exhibit 94; Queensland Application for New Registration in the name of Olafenwa, submitted by Anthony Okeke, admitted as Exhibit 95; receipt for registration of Toyota Camry vehicle with registration number 700-WZV, admitted as Exhibit 96; Queensland Transport Application for Registration form in the name of Uchenna Ugochukwu Ottih, 9 Elma Street, Salisbury, phone number 0421 568850 which was admitted as Exhibit 97; a scanned copy of passport bio page in the name of Uchenna Ugochukwu Ottih which was admitted as Exhibit 98. S/C McDougall said she became aware of names of persons Ifeanyi Aniakor which was listed at an address at 52 Colorado Drive, Springfield Lakes, and Uchenna Ottih, which was listed at an address of 51 Colorado Drive, Springfield Lakes. She said these two addresses were in close proximity to 27 Kinglake Avenue. S/C McDougall produced a map illustrating the location of these residences which was admitted as Exhibit 85.
- [55] S/C McDougall also obtained a number of statements of account recording various banking transactions. These documents were admitted as Exhibits 87-92. These documents are described below.

Exhibits 87-92 – Bank account statements

- [56] Exhibits 87-90 are Commonwealth Bank statements of account number 11195599, held in the name Compu-Service-X Pty Ltd. Exhibits 87-89 are addressed to Anthony O Okeke, Unit 3, 9 Elma Street, Salisbury; Exhibit 90 is addressed to 27 Kinglake Ave, Springfield Lakes. Relevant transactions: Exhibit 87 on 30/12/2015 credit \$10,209.22 from AAI Limited; Exhibit 88 on 7/11/2016 credit \$18,363.80 from AAI Limited. Exhibit 89 on 16/12/2016 credit \$15,513.31 from QBE; Exhibit 90 on

4/1/2017 credit \$12,081.05 from QBE, and on 2/3/2017 credit \$6,350 from Allianz Australia.

- [57] Exhibit 91 is Bankwest statement of account number 2600141363, held in the name Anthony Onyeka Okeke, 27 Kinglake Avenue, Springfield Lakes. Relevant transactions: on 6/6/2018 credit \$9,945.94 from QBE Insurance, and on 30/7/2018 credit \$8,734.44 from QBE Insurance.
- [58] Exhibit 92 is Commonwealth Bank statement of account number 10045041, held in the name Joy Ngozi Okaro. Relevant transaction on 19/2/2019 credit \$13,956.09 from QBE Insurance.
- [59] Exhibit 93 consists of various documents supplied to S/C McDougall by Westpac Bank. Included are payslips used as supporting documents to open a credit card facility in the name Femi John Olafenwa. The payslips were for the periods 6-17/2/2017 and 20/2-3/3/2017, and asserted that Femi John Olafenwa, a Software Engineer, was employed fulltime by Compu-Service-X Pty Ltd, with his wage paid by direct deposit to bank account 064162 11195599, in the name of Femi Olafenwa.
- [60] Exhibit 93 also includes: the personal details recorded for Anthony Onyeka Okeke, phone 0473 837442; Okeke, Westpac statement of account number 4045547555, with relevant transaction on 22/2/2017 credit of \$2,609.00 from Allianz Australia; the personal details recorded for Femi John Olafenwa phone 0421 568750, 27 Kinglake Ave, Springfield Lakes; Statements of account for Westpac accounts numbered 09-8702 and 56-9479, in the name Femi John Olafenwa showed no transactions; unsecured lending application details for Femi John Olafenwa, 27 Kinglake Avenue, Springfield Lakes 7 years at current address, employer Compu-Service-X Pty Ltd, employed 6 years.
- [61] S/C McDougall said her search of Queensland Police and Queensland Transport computer systems showed no record of any interaction such as issue of a speeding infringement notice, etcetera, between Queensland Police and persons named Femi Olafenwa, Olisa Lawrence Mbamalu and Ogechukwu Anaetoh, all recorded on the computer system as residing at 27 Kinglake Avenue, and Uchenna Ottih and Ifeanyi Emmanuel Aniakor, recorded in the computer systems as residing at 51 and 52 Colorado Drive respectively. S/C McDougall said she became aware of the business name Compu-Service-X Pty Ltd which she said was associated with Mr Okeke's name. She said the only record she found of any person employed by that business were the payslips forwarded to her by Westpac and which related to Olafenwa. S/C McDougall said she tried calling phone numbers listed for that business which were not connected, and an open source search online for a business address did not locate one. S/C McDougall also said she requested records of purchases of vehicles by Mr Okeke or Compu-Service-X Pty Ltd from City Motor Auction Group. She said she was provided with invoices dated 4/1/2017 (admitted as Exhibit 99), and 20/7/2018 (admitted as Exhibit 100). Both invoices listed the purchaser as Compu-Service-X Pty Ltd, 37 Sinnathamby Blvd, with email compuservicex@gmail.com. Exhibit 99 refers to purchase of Ford Falcon XR6, registered number 650-LOL, for the amount of \$4,850.00; and Exhibit 100 refers to purchase of Toyota Aurion, registered number 558-YFQ, for the amount of \$4,040.00. S/C McDougall said she checked the address

37 Sinnathamby Boulevard, however the business Compu-Service-X Pty Ltd had no presence at that location in early 2019.

Admissions – Exhibit 101

[62] Exhibit 101 contains admissions of fact as follows:

Pursuant to section 644 of the Criminal Code, the Crown and the Defendant make the following admission:

1. Suncorp Insurance Limited and Australian Associated Motor Insurers Pty Limited are legally registered companies in Australia. They are both owned by the same parent company AAI Limited which is also a legally registered Australian Company.
2. QBE Insurance (Australia) Limited is a legally registered company in Australia. It underwrites ANZ Car Insurance offered by Australia and New Zealand Banking Group Limited that is also a legally registered Australian Company.
3. Allianz Australia Insurance Limited is a legally registered company in Australia.
4. RACQ Insurance Limited is a legally registered company in Australia.
5. Insurance Australia Limited is a legally registered company in Australia that trades as NRMA Insurance.
6. In respect of each insurance policy and claim relevant to these proceedings, Annexure A correctly records:
 - a. The date the insurance policy was incepted;
 - b. The date of each incident that occasioned the claim;
 - c. The date the claim was made;
 - d. The date payment of the claim was made, if it was made;
 - e. The insurer who provided that insurance policy;
 - f. The name of the beneficiary of that insurance policy or person to whom a payment was made;
 - g. The insurance policy number;
 - h. The registration of the insured vehicle or vehicle for which the policy made a payment;
 - i. The year, make and model of each the insured vehicle or vehicle for which the policy made a payment;
 - j. The value for which the vehicle was insured;
 - k. The amount if any ultimately paid by the insurer in relation to the claim;
 - l. The account, if known or relevant, that the payment was made to;
 - m. The address attached to the beneficiary of that insurance policy or person to whom a payment was made; and
7. Mobile phone service 0473837442 was registered to the defendant between 1 July 2015 and 28 September 2016.
8. Mobile phone service 0421568750 was registered to Mrs Joy Okaro with the listed address 27 Kinglake Avenue, Springfield Lakes from 27 September 2016 to 15 December 2017.
9. The defendant has previously resided at 9 Elma Street, Salisbury.
10. The defendant has previously resided at 27 Kinglake Avenue, Springfield Lakes.

- [63] Annexure A to the Admissions, part of Exhibit 101, is reproduced at the end of these reasons.
- [64] The defendant did not give or call evidence.

Legal principles

- [65] Most of the applicable legal principles are not contentious. The prosecution bears the onus of proving each element of the charges beyond reasonable doubt. The elements of the offences are set out below. The defendant has no onus of proof and is presumed by me to be innocent. My determination whether the prosecution has proved the elements of the offences is based only upon the evidence properly admitted during the trial. I ignore all external considerations in my assessment of the evidence. In determining whether the charges or any of them have been proved beyond reasonable doubt, I may accept or reject such of the evidence as I conclude is appropriate. In determining what evidence I accept, I can have regard to relevant considerations affecting the credit and/or reliability of the witness or their evidence.
- [66] Mr Okeke did not give or call evidence in his defence. I draw no inference against him because he exercised that right; that fact remains entirely irrelevant to whether the prosecution have proved any of the charges beyond reasonable doubt. Because separate charges are preferred, it is necessary that I give separate consideration whether the elements of each offence are proved beyond reasonable doubt. I acknowledge any doubt I have regarding proof of one count must be considered in my assessment of the evidence regarding the other counts.
- [67] In addition to facts I find directly proved by the evidence, I may also draw reasonable inferences based on those facts, provided there is a logical and rational connection between my factual findings and those conclusions. I accept where competing inferences are available, I may only draw the inference consistent with guilt if satisfied beyond reasonable doubt no other rational inference remains open.
- [68] The prosecution case is circumstantial. No direct evidence of the defendant being the person responsible for obtaining the relevant insurance cover or making the insurance claims referred to in the evidence, or of the state of mind of the person responsible, has been admitted. Therefore, in order to find the charges or any of them proved, it is necessary that I am satisfied the defendant's guilt is the only rational inference that could be drawn from the circumstances. If upon consideration of all of the evidence, a reasonable hypothesis consistent with innocence remains open, I must find the defendant not guilty. I acknowledge circumstantial evidence must be considered in combination with all of the evidence in determining whether any hypothesis consistent with innocence has been excluded.
- [69] The prosecution case includes purported voice identification of the defendant as the person who is recorded as obtaining the insurance cover and/or making claims in various dealings with insurers. The correctness of the identification is disputed. There is a danger in convicting upon disputed identification evidence. Because of the possibility of mistaken identification, and acknowledging that miscarriages of justice have sometimes occurred based upon such mistakes, there is a special need for caution before relying upon the correctness of the identification evidence in this case.

It is necessary for the identification evidence to be considered by me in combination with the other evidence adduced at the trial to determine whether the asserted identification should be accepted as reliable. In addition, I am required to identify and take notice of all matters that may reasonably be regarded as weaknesses in, or as undermining the reliability of, the identification evidence.

- [70] In this case, without objection, the prosecution adduced evidence of alleged conduct by the defendant which is not the basis of any specific charge. In particular, the prosecution led evidence which, it is submitted, shows the defendant engaged in other dishonest conduct in obtaining insurance cover for various motor vehicles and making claims against those policies. The full detail of the uncharged conduct is described above in my summary of the evidence and referred to below in my consideration of the evidence. The relevance of that evidence is said to be to demonstrate that the person responsible for the charged offences engaged in a dishonest system or scheme, involving a particular modus operandi, for the purpose of obtaining financial profit from vehicle insurers. It is also submitted that evidence aids in identification of the defendant as the person responsible for committing the charged offences. In *Sutton v The Queen*,⁴ Gibbs CJ said:

It clearly appears from *Director of Public Prosecutions v. Boardman, Markby v. The Queen and Perry v. The Queen* that in applying the test of admissibility which I have stated, practical assistance will in many cases be obtained from considering whether there is a "striking similarity" between the similar facts and the fact in issue. The present is such a case: the issue being identity, the question is whether each of the crimes was committed in a manner so strikingly similar to the others that a jury could reasonably conclude that the same person was guilty of all the crimes.⁵ (Citations removed)

- [71] In *Pfennig v The Queen*,⁶ the joint judgement of Mason CJ, Deane and Dawson JJ, recognised the relevance of evidence of uncharged offending in particular circumstances. Their Honours said:

It was also accepted that, in order to be admissible, propensity evidence must possess "a strong degree of probative force" or the probative force of the evidence must clearly transcend the prejudicial effect of mere criminality or propensity. Very often, propensity evidence is received when there is a striking similarity between different offences or between the evidence of different witnesses. In particular, it was recognized that the existence of such striking similarity is necessary in cases such as *Sutton* where the prosecution seeks to lead the evidence on the basis that the similarity between different offences founds a conclusion that they must have been committed by the one person with the consequence that evidence which would be admissible to show that an accused committed one of the offences is admissible to prove that he or she committed another or the others of them.

The insistence in some of the judgments of this Court on the need to show that propensity evidence was relevant to "some other issue" as one of the

⁴ (1984) 152 CLR 528.

⁵ At 535.

⁶ (1995) 182 CLR 461.

prerequisites of its admissibility so as to prove the commission of the offences charged contributed to a misunderstanding of the *Makin* principles and to statements of principles which lacked a clear and coherent theoretical foundation. So much was recognized by Mason C.J., Wilson and Gaudron JJ. in *Hoch v. The Queen* where their Honours stated that the basis for the admission of similar fact evidence lies in its possessing a particular probative value or cogency such that, if accepted, it bears no reasonable explanation other than the inculcation of the accused in the offence charged. In other words, for propensity or similar fact evidence to be admissible, the objective improbability of its having some innocent explanation is such that there is no reasonable view of it other than as supporting an inference that the accused is guilty of the offence charged. Mason C.J., Wilson and Gaudron JJ. said:

"Assuming similar fact evidence to be relevant to some issue in the trial, the criterion of its admissibility is the strength of its probative force ... That strength lies in the fact that the evidence reveals 'striking similarities', 'unusual features', 'underlying unity', 'system' or 'pattern' such that it raises, as a matter of common sense and experience, the objective improbability of some event having occurred other than as alleged by the prosecution."

This passage should not be understood as asserting that "striking similarities" or the other characteristics mentioned in relation to propensity or similar fact evidence are essential prerequisites of its admissibility in every case.⁷ (Citations removed)

- [72] Consistent with these principles, the relevance of the evidence of the uncharged conduct is limited to whether, when considered in conjunction with all of the evidence, it demonstrates a dishonest system, pattern or modus operandi such that identifies the defendant as the person responsible for commission of the charged offences. In this regard, the ultimate test is whether, viewing the evidence of the uncharged conduct as a circumstantial part of the prosecution case, there is no reasonable view of all of the evidence other than as showing the defendant is guilty of the charged offences, or upon consideration of all of the evidence, no rational hypothesis consistent with innocence of the charged offences remains open. Importantly, I cannot regard the evidence of the defendant committing an uncharged offence or offences as a basis to conclude he is a person of bad character and on that account is, or is more likely to be, guilty of the charged offences, or conclude that because there are multiple alleged offences the defendant must be guilty of one or more of the charged offences. I can only have regard to the uncharged conduct for the purpose of determining whether, when looked at in conjunction with the other evidence in the case, it is proved beyond reasonable doubt the defendant engaged in a dishonest system or pattern of behaviour such that he must logically be guilty of the charged offences or any of them.

Elements of offences and particulars

- [73] Section 408C(1)(c) of the *Code* relevantly provides that a person who dishonestly induces any person to deliver property to any person, commits an offence. Pursuant to s 408C(2)(d), it is more serious if the property is of a value of at least \$30,000 but less than \$100,000. By virtue of ss 1 and 408C(3)(a), the term property includes money,

⁷ At 481-482.

and also includes credit, and any benefit or advantage; and money includes bank notes, bank drafts, cheques, and any other orders, warrants, authorities, or requests, for the payment of money.

[74] Section 535 of the *Code* provides that a person commits an offence if they attempt to commit an offence. Section 4 of the *Code* defines what is required to amount to such an attempt; namely: a person intending to commit an offence, begins to put the person's intention into execution by means adapted to its fulfilment, and manifests the person's intention by some overt act, but does not fulfil the person's intention to such an extent as to commit the offence. That section also provides it is immaterial whether the person does all that is necessary for completing the commission of the offence, or whether the complete fulfilment of the person's intention is prevented by circumstances independent of their will, or whether the person desists of their own motion from the further prosecution of their intention, or that by reason of circumstances not known to the person it is impossible in fact to commit the offence.

[75] For count 1, the elements of the offence are:

1. The defendant induced a person to deliver property to himself or another person. Consistent with dictionary definitions of induce, it must be proved the defendant persuaded or led a person or persons to deliver property, or brought about or gave rise to a person or persons delivering property.
2. The defendant did so dishonestly. It must be proved that what the defendant did was dishonest by the standards of ordinary honest people. This requires identification of the knowledge, belief or intent of the defendant which is said to show his conduct was dishonest, determination whether the defendant had the alleged state of mind, and if so, whether the conduct was dishonest by the standards of ordinary honest people. A person's acts in relation to property may be dishonest even though an owner of the property consents to doing any act or a mistake is made by another person.
3. The property was of a value of at least \$30,000 but less than \$100,000.

[76] Particulars of count 1 allege the defendant induced Allianz Insurance and QBE Insurance to pay insurance claims for four vehicles as follows: Toyota Camry 700-WZV in the amount of \$8,959.00; Mazda 2 270-XZZ in the amount of \$8,734.44; Holden Captiva Wagon 607-YBX in the amount of \$9,945.94; and Mazda CX-7 724-YBC in the amount of \$13,956.09. It is alleged the defendant did so dishonestly by obtaining the insurance for himself in other persons' names, and/or telling the insurance company that he had no prior accidents, and/or telling the insurance company that he had made no previous claims in the last three to four years.

[77] For counts 2 and 3, the elements of the offences are:

1. The defendant intended to commit the offence of fraud; i.e. he intended to dishonestly induce a person or persons to deliver property to himself or another. It must be proved the defendant held the intention at the time he did the act or acts relied upon as an attempt. It must be proved the defendant's

intention, or purpose, was to dishonestly induce a person or persons to deliver property. The defendant must have intended to persuade or lead a person or persons to deliver property, or to bring about or give rise to a person or persons delivering property. It must be proved this intention to induce delivery of property was dishonest by the standards of ordinary honest people.

2. The defendant began to put this intention into execution by means adapted to its fulfillment. It must be proved the defendant started to carry out his intention by an act or acts directed and apt to achieving that purpose.
3. The defendant manifested his intention by some overt act. It must be proved the defendant did so by an act or acts which were observable, and which made the defendant's purpose clear.
4. The defendant did not fulfill his intention to such an extent that he committed the offence; but the act or acts of the defendant went beyond mere preparation to commit the offence.

[78] Particulars for count 2 allege the defendant dishonestly attempted to induce QBE Insurance to pay the insurance claim for vehicle Toyota Aurion 558-YFQ, in the amount of \$12,357. It is alleged the defendant did so dishonestly by obtaining the insurance for himself in the name of Femi John Olafenwa, and/or telling the insurance company Femi John Olafenwa or himself had no previous accidents in the last four years, and/or telling the insurance company Femi John Olafenwa or himself had no prior claims in the last four years.

[79] Particulars for count 3 allege the defendant dishonestly attempted to induce QBE Insurance to pay the insurance claim for vehicle Volkswagen Passat 024-WUU, in the amount of \$12,720, and did so dishonestly by telling the insurance company he had not made a motor insurance claim in the last three years. Further, for count 3, particulars allege the defendant dishonestly attempted to induce Suncorp Insurance to pay the insurance claim for vehicle Nissan Maxima 875-TXR, in the amount of \$8,736. It is alleged the defendant did so dishonestly by obtaining the insurance for himself in the name of Lawrence Mbamalu, and/or telling the insurance company he had no previous accidents in the last three years, and/or telling the insurance company he had not made a claim in the last three years.

Submissions

[80] At the conclusion of the evidence each of the parties presented written submissions; no oral submissions were made.

[81] The prosecution submissions are Exhibit 102. The prosecution submits the evidence, including the uncharged conduct, demonstrates beyond reasonable doubt the defendant engaged in a fraudulent scheme to induce payment of money from insurance companies. The prosecution argues the defendant's dishonesty is demonstrated by his providing false information concerning his identity and/or past claims history when initiating the policies and subsequently claiming against them. The prosecution relies upon all of the claims, and in particular the similarities therein, including those identified in the annexure to the admissions (part of Exhibit 101). The prosecution also contends the defendant is identified as the perpetrator of the claims by reason of the distinctive accent and manner of speech evident in the various

recordings that are available. The prosecution acknowledges the case relies substantially upon circumstantial evidence but submits that upon consideration of all of the evidence, guilt of the charged offences remains the only rational inference to be drawn.

- [82] The prosecution submits the uncharged conduct is relevant in demonstrating that a deliberate and dishonest system or scheme was embarked upon and in identifying the defendant as the architect of that scheme. In this context the prosecution points to the many details which are a common feature across claims; these include the short times between initiation of insurance and claims upon the policies, use of residential addresses 27 Kinglake Avenue and 9 Elma Street, use of the phone number 0421 568 750, and use of bank accounts into which payments were received. The prosecution submits the whole of the evidence demonstrates the defendant used his position as a car dealer to create false customer identities with the use of copied bio pages from Nigerian passports. The defendant, it is submitted, then transferred vehicle registrations into those names, obtained insurance in those names, and made false claims against those policies. Many of these claims involved alleged collisions with other vehicles registered to the defendant or his alias.

- [83] The prosecution points to the evidence of the various insurance company representatives, to the effect that accuracy of detail disclosed by the insured remained relevant to whether and on what terms insurance was to be provided or a claim accepted and paid. It was submitted it is demonstrated the defendant's dishonesty induced payment or was intended to do so for each charged offence. The prosecution submits the evidence shows the defendant made 11 insurance claims in his own name over two years but did not disclose any. The prosecution submits for each of the claims charged, except for claim 9 (count 3), the insurer was not informed of the true identity of the insured.

- [84] For count 1, i.e. claims 10, 15, 16 and 17, the prosecution argues in light of all the evidence it is proved these policies were in fact entered into by the defendant in a false name. The prosecution highlights features of these claims in common with other claims. The prosecution also submits dishonesty is proved by the defendant representing a lack of accident and claims history when initiating and claiming against the respective policies.

- [85] Count 2 relates to claim 18. The prosecution submits this was a dishonest attempt by the defendant to induce payment, also under a policy he initiated in a false name. The prosecution submits the use of a false identity, asserting a lack of any claims history and similarity with other claims is proof of dishonesty in attempting to achieve payment of the claim.

- [86] Count 3 relates to claims 9 and 13. Claim 9 concerns a policy allegedly initiated by Mr Okeke in his own name. The prosecution contends the defendant made a dishonest attempt to induce payment by concealing his prior claims history. The prosecution acknowledges Mr Okeke himself abandoned the attempt to obtain payment, but submits this was only after being advised an insurance investigator was to be appointed. However, Exhibit 53 suggests only that the insured person advised he wished to cancel the claim. The prosecution also seeks to rely upon a note in Exhibit

53 of a comment by a repairer that the vehicle looked to have been driven through flood water. I disregard this unproven, hearsay allegation.

- [87] Claim 13 concerns an attempt to induce payment from Suncorp Insurance. It is submitted this policy too was initiated by the defendant in a false name but was abandoned when advised an investigator had been appointed. The prosecution submits in light of the similarity with other claims, a fraudulent intention to induce payment is proved.
- [88] The prosecution submits there is overwhelming evidence of the involvement of Mr Okeke in the initiation of the insurance policies, in accidents or events that resulted in claims, in the making of claims, and in receipt of proceeds of claims, so that any possibility the defendant was himself acting honestly, or was genuinely acting in aid of real persons, is fanciful and unreasonable. The prosecution submits no rational hypothesis consistent with innocence is open and the defendant should be found guilty of each count.
- [89] The defendant's written submissions are Exhibit 103. For the defendant, it is submitted the evidence does not establish guilt of any of the charged offences. It is submitted the defendant is not identified as the person responsible for any offence. In addition, it is submitted the evidence does not establish that the conduct alleged induced any insurance company to deliver property, or that the conduct alleged was capable of inducing an insurer to delivery property. The defendant submits that any dishonesty by the defendant did not, and could not, have induced payments made by or sought from insurers.
- [90] The defence submits the purported voice identification of the defendant is flawed and should be rejected. It is submitted the lack of any verified recording or other example of the defendant's speech and speech patterns means there is no opportunity for voice comparison, which precludes any conclusion the voice or voices in the recordings belong to the defendant. The defence contend the recording made by police officer Eiser at the roadside (Exhibit 51), contained little from the male referred to as the defendant, but in any event is unclear, is affected by much background noise, and does not provide sufficient basis for proper comparison. The defence points out at least 5 identities are named as speakers in the various recordings, the voices have accents, there is considerable background noise, the conversations include pauses, and as a result it is not possible to conclude the same person is speaking in each instance. The defence highlight the caution that must be exercised before concluding identity is established through voice recognition and submit it is not open to conclude the defendant is the speaker, thus identification by that means is not established.
- [91] The defence submits that in this case, the uncharged conduct does not establish the defendant is responsible for any of the charged offences. It is submitted there is nothing in the mechanism of effecting insurance and making claims which shows the defendant was responsible, as opposed to another or others, such as Okaro or named Nigerian males. The defence contends the uncharged conduct shows only a similar method being employed, but lacks probative value because it does not identify the defendant as responsible. The defence submits it remains open on the evidence that a person, such as one of the named Nigerians, assumed the defendant's identity, as well as that of others, in order to carry out offences.

- [92] Further, the defence submits use of addresses at, or near, that of the defendant, is of no significance since no evidence of the occupants, ownership or lessee of those properties was adduced. To highlight the possible involvement of another or others, the defence point to evidence connecting Joy Okaro; as the registered owner of commonly used phone number 0421 568750, of claim 17 made in her name, and payment of that claim into her account.
- [93] The defence also submits evidence the named Nigerian males had not been known to enter Australia was of little consequence in circumstances where the insurance company representatives accepted it was open for a person to take out insurance for the benefit of another, even a non-resident of Australia. It is submitted therefore, no dishonesty is demonstrated. Further, the defence contends it is not proved the defendant was responsible for creation of Queensland Transport customer ID's in the names of Nigerians. It is submitted the evidence shows only that the defendant had opportunity to create the Queensland Transport ID's because he was a registered motor dealer. The defence point out that, although ascertainable, no evidence was given identifying the dealer responsible for creation of those identities.
- [94] The defence submits there is no evidence the conduct relied upon as dishonestly inducing payment by the insurers for count 1, and as dishonestly attempting to induce payment by the insurers for counts 2 and 3, in fact induced payment or was capable of doing so. The dishonest conduct alleged by the defendant was his obtaining insurance for himself in another person's name, and/or informing the insurer he'd had no prior accidents, and/or informing the insurer he had no prior car insurance claims.⁸ It is submitted that no evidence was given by any insurance company representative that a claim would not have been paid if the insured person gave any different name or disclosed a claims or criminal or traffic history. The defence relies upon evidence from insurance company representatives to the effect that the existence of a prior claims or criminal or traffic history may have been relevant to whether or not the insurance was offered, and the premium associated with such an offer. It is submitted therefore that the mere fact of any dishonesty as alleged was not shown to have actually affected, and was not capable of affecting, the decision to pay once a claim was made.
- [95] Further, it was submitted that under the terms of the insurance policies, the only basis upon which an insurer became liable to make payment for a claim was upon damage to a vehicle. It was submitted that any dishonest statements as to identity and/or claims, criminal or traffic history, at best can only have induced the insurer to issue the policy. It is submitted those statements could not have induced payment of claims which depended upon damage to the insured vehicle. It is submitted no evidence was led that any claim as to the manner in which a vehicle was damaged was false or otherwise not valid, and the prosecution did not particularise the case as being based upon the making of false claims. The defence therefore objects to a prosecution submission suggesting it is open to conclude the defendant staged collisions in order to facilitate false claims. The defence submits the element of actual inducement (for

⁸ For claim 9, which is alleged as part of count 3, the insurance was allegedly obtained in the defendant's real name. The particulars allege only that the defendant attempted to dishonestly obtain payment by concealing his claims history.

count 1), and capacity to induce (for counts 2 and 3), is not made out and the charges must fail.

- [96] The defence also submits the evidence shows payment of funds from successful claims were into company accounts, yet no detail of any company has been provided in evidence.
- [97] The defence submits that on the whole of the evidence it has not been proved Mr Okeke was the person responsible for the offences and the evidence does not permit the conclusion the conduct alleged induced or was capable of inducing payments of claims. The defence submits the charges have not been proved and Mr Okeke should be found not guilty of each count.

Consideration

Analysis of claims

- [98] A central issue for determination is whether the defendant is identified as the person responsible for making the insurance claims which are the subject of the charges. For Mr Okeke, it is submitted his identity is not proved. To the contrary, the prosecution submits Mr Okeke is responsible for all 18 insurance claims referred to in the evidence. Of these, four claims (claims 10, 15, 16 & 17) are the basis of count 1, claim 18 is the basis of count 2, and claims 9 and 13 are the basis of count 3. The prosecution submits consideration of all claims, along with the other evidence in the case, demonstrates the defendant orchestrated a fraudulent scheme to induce payment from insurers. It is therefore necessary to analyse the details of all claims.
- [99] Of note is that eleven of the claims are in respect of insurance policies held in the name Anthony Okeke (claims 1-9, 11 and 12), two policies are in the name Femi Olafenwa (claims 10 and 18), and the others in the names Lawrence Mbamalu (claim 13), Onyeka Okeke (claim 14), Uchenna Ottih (claim 15), Isaac Anaetoh (claim 16), and in joint names Joy Okaro and Ifeanyi Aniakor (claim 17). And, as is demonstrated below, the name Anthony Okeke is connected to all claims, including for policies in the names of others.
- [100] Various of the claims involve more than one of these names. For claim 1, it was asserted the vehicle of the insured Anthony Okeke collided with another vehicle owned by Anthony Okeke, but which was being driven by an unknown Nigerian female "Joy". For claim 6, it was asserted by the insured Anthony Okeke that he collided with his partners car, having said when obtaining the insurance his partner was Joy Okaro. Claim 17 was in the joint names of Joy Okaro and Aniakor. Claim 9 alleged the insured Anthony Okeke's car was hit by a vehicle driven by Femi Olafenwa. Claim 10 alleged the insured Femi Olafenwa collided with a different vehicle driven by Anthony Okeke. For claims 13 and 14, it is asserted insured Lawrence Mbamalu's vehicle collided with a vehicle driven by Onyeka Okeke; Mbamalu's vehicle was previously registered to Anthony Okeke. For claims 15 (Ottih) and 16 (Anaetoh), the applications to register the vehicles in the names of the insured persons were submitted by Anthony Okeke. For claim 18, insured person Olafenwa's vehicle was previously registered to Anthony Okeke.

- [101] Further, there are common personal details of the insured person or third parties provided to the insurers at the time of creation of the policies or when making the claims. As is clear from Exhibit 101, paragraphs 9 and 10, it is admitted by the defendant Mr Okeke that he previously resided at addresses at 9 Elma Street, Salisbury, and 27 Kinglake Avenue, Springfield Lakes. At least one of those addresses are featured in some way in respect of every claim, except for claim 14.
- [102] The address of 9 Elma Street, Salisbury, was provided to the insurer as the address of the insured person for claims 1 and 2 (Anthony Okeke), claim 10 (Femi Olafenwa), and claim 13 (Lawrence Mbamalu). That address was also provided as the address of the third party for claim 9 (Femi Olafenwa), and as an address for Femi Olafenwa in registration transfer application for claim 18 (Exhibit 18). The address of 27 Kinglake Avenue, Springfield Lakes, was provided to the insurer as the address of the insured person for claims 3, 4, 5, 6, 7, 8, 9, 11, 12 (all Anthony Okeke); claim 16 (Isaac Anaetoh); and claim 17 (Ifeyanyi Aniakor). In addition, for claim 10 in the name Olafenwa, the third party identified as involved in the collision was Anthony Okeke driving vehicle registered number 650-LOL, whom Queensland Transport registration history lists as residing at 27 Kinglake Avenue, Springfield Lakes (Exhibit 8). For claim 13, Queensland Transport records show the address first provided for Mbamalu was 27 Kinglake Avenue, Springfield Lakes (Exhibit 3). For claim 15, the address provided for the insured Ottih at 51 Colorado Drive, Springfield Lakes, was located very close to 27 Kinglake Avenue. This claim was paid by QBE Insurance into a bank account held in the name of A O Okeke, 27 Kinglake Avenue, Springfield Lakes (Exhibit 91). For claim 17, Queensland Transport records show the vehicle was registered in the name of Joy Okaro with address of 27 Kinglake Avenue, Springfield Lakes (Exhibit 12). For claim 18, Queensland Transport records show the vehicle was also registered to Olafenwa at address 27 Kinglake Avenue, Springfield Lakes (Exhibit 13).
- [103] Claim 14 is in respect of a policy in the name Onyeka Okeke, and this claim too is connected to the name Anthony Okeke. This claim involves the same incident as alleged for claim 13 (collision on 4/9/2017 between vehicle 875-TXR driven by Mbamalu and vehicle 449-XEX driven by Onyeka Okeke.) “Onyeka” is the second or middle name of the defendant. The address provided for the insured Onyeka Okeke was 37 Sinnathamby Blvd, Springfield Lakes. Exhibits 99 and 100 are each a City Motor Auction Group P/L Tax Invoice/Receipt for the sale of a motor vehicle to the business Compu-Service-X Pty Ltd, with address 37 Sinnathamby Blvd, Springfield Central, and with email address compuservicex@gmail.com. Other evidence shows connection between the business Compu-Service-X Pty Ltd and Anthony Okeke. Bank account records show payment of claim 1 (Exhibit 87), claim 3 (Exhibit 88), claim 5 (Exhibit 89), claim 7 (Exhibit 90), and claim 10 (Exhibit 90) were all made into a Commonwealth Bank account held in the name Compu-Service-X Pty Ltd, for which the account statements are addressed to “Anthony Okeke”, at 9 Elma Street, Salisbury and 27 Kinglake Avenue, Springfield Lakes. Further, certificates of insurance for claim 1 (Exhibit 20), and claim 3 (Exhibit 25), are addressed to Anthony Okeke at email address compuservicex@gmail.com. In a recorded phone conversation on 26/10/2016 with a Suncorp claims officer regarding claim 3, the male who identified as Anthony Okeke, provided his email address compuservicex@gmail.com (Exhibit 28). In an application for transfer of registration of the vehicle for claim 18, lodged by Anthony Okeke, the person from whom the

registration was to be transferred is recorded as Anthony Okeke, compuservicex@gmail.com (Exhibit 18). In a recorded phone call regarding claim 6 on 4/1/2017, the male person who identified as Anthony Okeke, told the claims officer he “worked for” the business Compu-Service-X (Exhibit 37).

- [104] Another detail common amongst various of the claims are phone numbers provided to insurers for insured persons and third parties. Pursuant to Exhibit 101, paragraphs 7 and 8, it is admitted by the defendant Anthony Okeke that phone number 0473 837442 was registered to him between 1/7/2015 and 28/9/2016; and phone number 0421 568750 was registered to Joy Okaro, with listed address 27 Kinglake Avenue, Springfield Lakes, between 27/9/2016 and 15/12/2017. These phone numbers feature in respect of multiple claims.
- [105] Phone number 0473 837442 was provided as the insured person’s phone number in respect of each of the following claims: claim 1, in a recorded call on 7/12/2015 by a male person who gave the name Anthony Okeke (Exhibit 23); claim 3, in a recorded call on 26/10/2016 by a male person who gave the name Anthony Okeke (Exhibit 27); claim 7, in a recorded call on 18/12/2016 by a male who gave the name Anthony Okeke (Exhibit 62); and claim 9, as recorded in the NRMA Insurance loss record (Exhibit 53). That phone number was also recorded for claim 10 as the contact number for third party Anthony Okeke in the Allianz Insurance claims record (Exhibit 55). That phone number was also recorded in the Westpac Bank personal account details for Anthony Okeke (Exhibit 93), also relevant to claim 10.
- [106] The phone number 0421 568750 was provided as the contact number for the insured person in respect of the following claims: claim 4, in a recorded call on 16/11/2016 by a male person who gave the name Anthony Okeke (Exhibit 31); claim 6, in two recorded calls on unknown dates by male persons who each gave the name Anthony Okeke and who were checking on the progress of the claim (Exhibits 48, 49); claim 8, in a recorded call on 3/4/2017 by a male person who gave the name Anthony Okeke (Exhibit 41); claim 10, in the Westpac Bank personal account details for Femi Olafenwa (Exhibit 93); claim 13, in a recorded call by a male person who gave the name Lawrence Mbamalu (Exhibit 46); claim 16, as recorded in the QBE Insurance loss record for the person Isaac Anaetoh (Exhibit 72); claim 17, as recorded in the QBE Insurance loss record for the person Ifeanyi Aniakor as the main contact (Exhibit 77); and claim 18, in the QBE Insurance claims record (Exhibit 79) and Certificate of Insurance (Exhibit 80) for the person Femi Olafenwa. That number also appears in registration transfer application for vehicle 558-YFQ (Exhibit 18) as the phone number of Anthony Okeke, also relevant to claim 18.
- [107] Another common feature across a number of claims concerns payments by insurers. Of the 18 claims, no payment was made in respect of seven claims (claims 2, 6, 8, 9, 12, 13 and 18). Of the eleven claims where payment was made, one was made to a vehicle repairer (claim 4). In respect of all other claims, payment was made to an account connected to Anthony Okeke.
- [108] Payments in respect of six separate claims were made into Commonwealth Bank account held in the name Compu-Service-X Pty Ltd as follows: claim 1, the amount of \$10,209.22 to insured Anthony Okeke on 30/12/2015 (Exhibit 87); claim 3, the amount of \$18,363.80 to insured Anthony Okeke on 7/11/2016 (Exhibit 88); claim 5,

the amount of \$15,513.31 to insured Anthony Okeke on 16/12/2016 (Exhibit 89); claim 7, the amount of \$12,081.05 to insured Anthony Okeke on 4/1/2017 (Exhibit 90); claim 10, the amount of \$6,350 to third party Anthony Okeke on 1/3/2017 (Exhibit 90). The statements for this account were addressed to Anthony Okeke at 9 Elma Street, Salisbury, and 27 Kinglake Avenue, Springfield Lakes.

- [109] In addition, for claim 10, an amount of \$2,609 was paid to the insured person Femi Olafenwa on 21/2/2017 by deposit into Westpac Bank account held in the name Anthony Okeke, 27 Kinglake Avenue, Springfield Lakes (Exhibit 93).
- [110] Payments in respect of two separate claims were made into a Bankwest account held in the name "A O Okeke" with an address of 27 Kinglake Avenue, Springfield Lakes, as follows: claim 15, the amount of \$9,945.94 to insured person Uchenna Ottih on 6/6/2018 (Exhibit 91); claim 16, the amount of \$8,734.44 to insured person Isaac Anaetoh on 30/7/2018 (Exhibit 91). In addition, in respect of claim 17, the QBE Insurance loss records (Exhibit 77) identifies this same Bankwest account for payment to insured person Aniakor, however, the amount of \$13,956.09 was instead paid into the Commonwealth Bank account held in the name of joint insured person Joy Okaro on 19/2/2019 (Exhibit 92).
- [111] The admissions contained in Exhibit 101, at paragraph 6, states that Annexure "A" accurately records details in respect of these claims, including the account, if known, into which payments were made. For claim 11, Annexure "A" records that payment of this claim was made in the amount of \$14,350.59 to insured person Anthony Okeke on 12/4/2017, into the same Commonwealth Bank account held in the name of Compu-Service-X Pty Ltd, where payment was made for claims 1, 3, 5, 7 and 10. For claim 14, Annexure "A" records payment of this claim was made in the amount of \$9,127.06 to insured person Onyeka Okeke on 18/9/2017 into a Suncorp account. Onyeka Okeke is connected to Compu-Service-X Pty Ltd by common address, and through that business to Anthony Okeke. Also, in respect of claim 2, Annexure "A" records the Commonwealth Bank account held in the name Compu-Service-X Pty Ltd (into which payments for claims 1, 3, 5, 7, 10 and 11 were made), was nominated as the account for payment of the claim, however no payment was made. No other documents were admitted into evidence which might have proved the account details for these payments; i.e. apart from the admissions contained within Exhibit 101. Although in respect of claims 5 and 7 Annexure "A" asserts the account details of the payments were "unknown", as identified above, confirmation of these payments is in fact contained within Exhibit 89 (for claim 5) and Exhibit 90 (for claim 7).
- [112] Also, Exhibit 93 includes documents provided to Westpac Bank in support of an application for a credit card in the name Olafenwa. These documents include payslips which assert payment of wages to Olafenwa were made into the same Commonwealth Bank account in the name Compu-Service-X Pty Ltd, as for payment of claims 1, 3, 5, 7, and 10. The submission of the defendant that payments were made into an unexplained company account is of no consequence given the clear connection between that account, that company name and Anthony Okeke.
- [113] Common to some claims is the use of particular credit cards for payment of insurance premiums. For each of claims 1, 3, and 4 the Certificate of Insurance shows payment of the premiums was made with a Mastercard which ended with the numbers 7158.

For claim 6, on 11/11/2016, during a recorded phone conversation between the male person using the name Anthony Okeke and a Suncorp sales consultant (Exhibit 35), the male used Mastercard number 5371 9618 0281 7158 to pay for the premium. In the same call, the male also used the same Mastercard to pay the insurance premium for vehicle Mitsubishi Outlander 615-MDI. The insurance for vehicle 615-MDI with Suncorp Insurance, however, is not subject of any of the claims referred to in evidence, and is distinct from the insurance policy for that same vehicle taken out by Anthony Okeke on 20/11/2016 with QBE Insurance, and which is the subject of claim 5. The premiums paid for insurance cover for the policies referred to in claims 15, 16, 17 and 18 were each paid by Mastercard, although the number of the card used in each case is unknown.

[114] Examination of the details identified above which are common across the various claims, compels the conclusion they are all connected to a person named Anthony Okeke. This name is associated with each and every claim in some way, either through the use of that name as the insured or as a third party, or through the contact or other personal details, such as residential addresses and phone numbers, and in some cases by reference to the registration history of vehicles. In addition, of the ten claims in which payment was made by insurers to the insured or third party, all of those payments were to accounts connected to the name Anthony Okeke. The other claim for which payment was made to the repairer was also in respect of insured person Anthony Okeke. And, for two of the claims (claims 2 and 17), the bank account connected to a person Anthony Okeke was nominated for payment.

[115] That each of the claims was undoubtedly fraudulent is confirmed upon examination of the detail and manner of the alleged losses.

[116] In each case the detail of the claim recorded in the documents is as follows:

Claim 1: Insured Anthony Okeke, vehicle Lexus RX330 742-VVK. Insurance commenced on 1/12/2015. "A lady was test driving my Mercedes and has collided with me front on. It was a narrow road and I was trying to move to one side and park when she hit me." The third party involved was reported as "Joy" last name unknown, from Nigeria. Collision occurred on 7/12/2015, at Riverview Road, Redbank. (Exhibits 20-23)

Claim 2: Insured Anthony Okeke, vehicle Mercedes Benz C200 872-WBF. Insurance commenced on 23/12/2015. Loss occurred River Rd/Brisbane Tce, Redbank, on 24/12/2015. (Exhibits 83-84)

Claim 3: Insured Anthony Okeke, vehicle Holden Cruz 642-WRX. Insurance commenced on 23/9/2016. "I was driving along and a animal has come out onto the road. I have swerved to miss the animal but lost control and hit a tree." Collision occurred at Goodna Road, Greenbank on 26/10/16. (Exhibits 24-27, 50, 51)

Claim 4: Insured Anthony Okeke, vehicle Holden Cruz 023-WUU. Insurance commenced on 10/11/2016. "I have hit a pole after losing control of my car. The front bumper and bonnet have hit the pole." Collision occurred at Grande Avenue, Yellowstone Way, Springfield Lakes, on 16/11/2016. (Exhibits 28-31)

Claim 5: Insured Anthony Okeke, vehicle Mitsubishi Outlander 615-MDI. Insurance commenced on 20/11/2016. “Insd hit tree/branch/stump”. Collision occurred on 29/11/2016. (Exhibits 35, 60)

Claim 6: Insured Anthony Okeke, vehicle Volkswagen Passat 024-WUU. Insurance commenced on 11/11/2016. “I felt dizzy whilst driving. I was driving to go and check on my partners car which had been left by the roadside during the hail storm. As I got close to the car I have collided with the parked vehicle (with my other car).” Collision with parked car 024-WUU occurred at Grande Avenue, Springfield Lakes, on 18/12/2016. The car being driven reported as Honda Civic 040-KBH, insured with QBE Insurance. (Exhibits 32-37, 48, 49)

Claim 7: Insured Anthony Okeke, vehicle Honda Civic 040-KBH. Insurance commenced on 20/11/2016. “Insd hit TP”. Collision occurred on 18/12/2016. (Exhibits 61, 62)

Claim 8: Insured Anthony Okeke, vehicle Mazda CX-7 886-MUO. Insurance commenced on 12/1/2017. “I parked my car in a train station and got flooded in the area, after I drained the water I drove the car to my house.” The location of the loss was Beenleigh train station on 30/3/2017. (Exhibits 38-42)

Claim 9: Insured Anthony Okeke, vehicle Volkswagen Passat 024-WUU. Insurance commenced on 12/1/2017. “024-WUU was parked when 700-WZV who was travelling on the thoroughfare collided with 024-WUU who was parked. Damage to 024-WUU is the rear.” Collision occurred at Grande Ave, Springfield Lakes. The driver of 700-WZV was reported as Femi Olafenwa. Collision occurred on 2/2/2017. (Exhibits 52, 53)

Claim 10: Insured Femi Olafenwa, vehicle Toyota Camry 700-WZV. Insurance commenced on 2/2/2017. “I was driving and it was raining, I have lost control and I have hit a TP. The damage to their car is the back passenger door and passenger rear. My car went off the side of the road and ran into a tree.” Collision occurred on 8/2/2017 at Freeman Rd and Balsa Road, Inala. Third party driver of vehicle 650-LOL reported as Anthony Okeke. (Exhibits 52-59, 94)

Claim 11: Insured Anthony Okeke, vehicle Holden Cruz 023-WUU. Insurance commenced on 25/2/2017. “Flood damage”. Loss occurred on 30/3/2017. Postcode where loss occurred 4207. (Exhibit 63)

Claim 12: Insured Anthony Okeke, vehicle Volkswagen Passat 024-WUU. Insurance commenced on 21/4/2017. “It is raining and the car was parked, TH”. The loss occurred on 19/5/2017. Postcode where loss occurred 4300. (Exhibit 64)

Claim 13: Insured Lawrence Mbamalu, vehicle Nissan Maxima 875-TXR. Insurance commenced on 30/8/2017. “It happened at roundabout on Centenary Hwy A5 and Ripley Road, I was coming from Provedance, my phone rang and I looked away for a second and I heard a bang and have hit the car in front of me.” Collision occurred on 4/9/2017. Third party reported as Onyeka Okeke, driving Holden Cruze 449-XEX. Mbamalu reported on 21/9/2017 he purchased vehicle off Gumtree about 2 months

before and paid \$3,500. Queensland Transport records show registration of 875-TXR was transferred to Anthony Okeke on 18/8/2017. (Exhibits 10, 43-47)

Claim 14: Insured Onyeka Okeke, vehicle Holden Cruz 449-XEX. Insurance commenced on 30/8/2017. “TP hit Insd”. Collision occurred on 4/9/2017. Postcode where loss occurred 4306. (Exhibit 65)

Claim 15: Uchenna Ottih, vehicle Holden Captiva 607-YBX. Insurance commenced on 9/5/2018. “Insured was driving straight when an animal went across the road which caused the insured to swerve to the left and hit a pole.” Collision occurred on 17/5/2018, at Springfield Greenbank Arterial, Springfield Lakes. Queensland Transport records show application to register 607-YBX was submitted by Anthony Okeke as representative of Uchenna Ottih. (Exhibits 15, 66-69)

Claim 16: Insured Isaac Anaetoh, vehicle Mazda 2 270-XZZ. Insurance commenced on 9/4/2018. “Insured’s phone was on the passenger seat, a call came in then insured accidentally veered into the other lane and hit a tree.” Collision occurred on 8/7/2018, at Balsa St & Freeman Rd, Inala. Queensland Transport records show application to register 270-XZZ was submitted by Anthony Okeke as representative of Isaac Anaetoh. (Exhibits 16, 70-74)

Claim 17: Insured Joy Okaro and Ifeanyi Aniakor, vehicle Mazda CX-7 724-YBC. Insurance commenced on 6/2/2019. “Car is damaged by flood which is due to heavy rain. Car is not starting.” Loss occurred on 9/2/2019, at Brentwood Avenue, Mooloolaba. Queensland Transport records show registration of 724-YBC was transferred to Joy Okaro of 27 Kinglake Avenue, Springfield Lakes, on 24/4/2018. (Exhibits 12, 75-78)

Claim 18: Insured Femi Olafenwa, vehicle Toyota Aurion 558-YFQ. Insurance commenced on 18/12/2018. “Flood damage, water level reached to the chair of the vehicle” Loss occurred on 16/2/2019, at 9 Lawrence St, Mooloolaba. Records show this vehicle was purchased by Compu-Service-X Pty Ltd on 23/7/2018 from City Motor Auction Group, was registered in the name Anthony Okeke, and registration was transferred to Femi Olafenwa on 3/8/2018. The application for transfer from Okeke to Olafenwa was lodged by Anthony Okeke. (Exhibits 13, 18, 79-82)

[117] As noted already, all of these claims are connected to the name Anthony Okeke in some way; either as the insured person, as a third party to the claim, or through common personal details such as address, phone number or bank accounts. The first of the claims is alleged to have resulted from a collision occurring on 7/12/2015. The last claim is in respect of the alleged loss due to flooding occurring on 16/2/2019. It is beyond unlikely that a single person could legitimately have so many vehicle claims within that period.

[118] Of particular significance in the assessment of the validity of the claims is the time periods between initiation of the insurance policies and the events which resulted in a claimed loss or damage. The longest period between any of the insurance policies’ commencement and the occurrence of the event resulting in the claim is 90 days,

however, ten of the claims are in respect of events occurring less than ten days later. The periods for each claim are as follows:

Claim 1: 6 days
 Claim 2: 1 day
 Claim 3: 33 days
 Claim 4: 6 days
 Claim 5: 9 days
 Claim 6: 7 days
 Claim 7: 28 days
 Claim 8: 77 days
 Claim 9: 21 days
 Claim 10: 6 days
 Claim 11: 33 days
 Claim 12: 28 days
 Claim 13: 5 days
 Claim 14: 5 days
 Claim 15: 8 days
 Claim 16: 90 days
 Claim 17: 3 days
 Claim 18: 60 days

- [119] Further details of the claims are relevant. Two of the claims involved collision between vehicles, both owned by the insured (claims 1 and 6); six reflected a claim the insured ran off the road and hit a stationary object (claims 3, 4, 5, 10, 15 and 16); five involved a claim of collision with a third party (claims 7, 9, 10, 13 and 14); four alleged damage due to flooding (claims 8, 11, 17 and 18); and two were insufficiently detailed to determine the basis of the loss (claims 2 and 12).⁹
- [120] Some particular details are notable. Claims 1 and 6 involved collision between two of Anthony Okeke's vehicles, and also involved a third party named "Joy" (for claim 1 unknown Nigerian woman "Joy", and for claim 6 Anthony Okeke's partner Joy Okaro). Joy Okaro was also a joint insured person for claim 17.
- [121] Claims 3, 4, 5, 10, 15 and 16 all involved a loss of control and collision with a tree or a pole. For claim 10 there was also collision with another vehicle before colliding with a tree. Claims 3 and 15 resulted from distraction by an animal on the road, claim 10 was due to rain, and claim 16 distraction from a phone. The insured person for each of claims 3, 4 and 5 was Anthony Okeke, who allegedly had collisions with stationary objects on 26/10/2016 (claim 3), 10/11/2016 (claim 4), and 29/11/2016 (claim 5). Insured Anthony Okeke then collided with his own vehicle on 18/12/2016 (claims 6 and 7). The collisions for claim 15 (by insured person Ottih), and claim 16 (by insured person Anaetoh), both occurred in a vehicle for which Anthony Okeke had submitted the registration application, and payment of the claims was made into a Bankwest account in the name Anthony Okeke. In addition, for claim 16, the email address of Anaetoh was recorded as onanthony86@gmail.com, which includes the

⁹ Claim 10 is included twice because it involved a claim by the insured Olafenwa he collided both with a third party and then with a tree. Claims 6 and 7 apparently relate to the same event, as do claims 13 and 14.

first name and year of birth of Anthony Okeke, but no detail apparently referable to Anaetoh.

- [122] Claims 7, 9, 10, 13 and 14 involved collision with a third party. For claim 9, a vehicle driven by Femi Olafenwa collided with the parked vehicle of insured person Anthony Okeke at Springfield Lakes on 2/2/2017. Olafenwa's vehicle had earlier been registered in Okeke's name. For claim 10, the insured Femi Olafenwa, driving the same vehicle as for claim 9, collided with a different vehicle driven by Anthony Okeke, this time at Inala on 8/2/2017. The vehicle allegedly driven by Anthony Okeke on this occasion was purchased by Compu-Service-X Pty Ltd, also alleged to be the employer of Femi Olafenwa. Payment of Olafenwa's claim was made into a bank account held in the name of Anthony Okeke.

- [123] Claims 13 and 14 involved insured person Mbamalu (claim 13) colliding with a vehicle driven by insured person Onyeka Okeke (claim 14) at a roundabout on Ripley Road. The vehicle of Mbamalu had previously been registered to Anthony Okeke. Both vehicles were insured from 30/8/2017, and allegedly collided with each other on 4/9/2017.

- [124] Claims 8 and 11 both allege damage to vehicles caused by flooding on 30/3/2017. The insured person in each case is Anthony Okeke but the claims are for different vehicles. Claim 8 alleges the flooding occurred at Beenleigh Railway Station, and claim 11 at a postcode consistent with that location. Claims 17 and 18 also alleged damage due to flooding. For claim 17, the vehicle of insured persons Joy Okaro and Ifeanyi Aniakor was said to have been damaged on 9/2/2019 at Mooloolaba. Aniakor listed the same Bankwest account in the name of Anthony Okeke as was nominated for claims 15 and 16. For claim 18, the vehicle of insured person Olafenwa was said to have been damaged on 16/2/2019 at Mooloolaba. The vehicle for this claim was purchased by Compu-Service-X Pty Ltd, was registered to Anthony Okeke, and the application for transfer of the registration was lodged by Anthony Okeke.

- [125] Examination of the locations at which the subject events are said to have occurred is also instructive. Apart from the coincidence of multiple events at the same or near locations, most of the events are claimed to have occurred within a distinctly confined area near to Springfield. Claim 1 is said to have occurred at Riverview Road, Redbank; claim 2 at River Road, Redbank. Claims 3, 5 and 15 are alleged to be incidents of loss of control and collision with a stationary object adjacent to the road. Claim 3 is described as occurring at Goodna Road, Greenbank and claim 15 at Springfield Greenbank Arterial, Springfield Lakes; the same road at different locations. Claim 5, is described as occurring at a postcode consistent with Goodna Road at Greenbank. Claims 4, 6, and 9 are all said to have occurred on Grande Avenue, Springfield Lakes. Claims 8 and 11 are flood claims at Beenleigh on the same day. Claims 10 and 16 are separate collisions, both occurring at the intersection of Freeman Road and Balsa Road/Street, Inala. Claims 13 and 14 concern a single event alleged to have occurred at Ripley Road and Centenary Highway intersection. Claims 17 and 18 relate to separate occasions of flood damage at Mooloolaba.

- [126] Further, multiple claims were made for some vehicles. Claim 1 alleged that on 7/12/2015 a female test driving Anthony Okeke's Mercedes vehicle collided with Okeke's other car. For claim 2, insured person Anthony Okeke claimed for damage to

his Mercedes vehicle occurring on 24/12/2015. Insured person Anthony Okeke's Holden Cruz vehicle registered number 023-WUU was the subject of claim 4, after collision with a pole on 16/11/2016; and claim 11, due to flood damage on 30/3/2017.

- [127] Anthony Okeke was also the insured person of Volkswagen Passat, registered number 024-WUU, which was the subject of three separate claims, each with a different insurer. Claim 6, made to Suncorp Insurance, alleged the vehicle was hit whilst parked on Grande Avenue, Springfield Lakes on 18/12/2016, by vehicle 040-KBH driven by Anthony Okeke (insurance commenced 11/11/2016). Claim 9, made to NRMA Insurance, alleged the vehicle was hit whilst parked on Grande Avenue, Springfield Lakes on 2/2/2017, by vehicle 700-WZV driven by Femi Olafenwa (insurance commenced 12/1/2017). Claim 12, made to QBE Insurance, alleged the vehicle was damaged whilst parked at a location consistent with Grande Avenue, Springfield Lakes on 19/5/2017 (insurance commenced 21/4/2017).

- [128] The insurance cover for claim 6 (024-WUU) was obtained in a recorded conversation between a male identifying as Anthony Okeke and a Suncorp sales consultant on 11/11/2016 (Exhibit 35). The male first obtained insurance for Mitsubishi Outlander, registered number 615-MDI and paid the premium via credit card. No claim under that policy forms part of the evidence in this case. However, claim 5 is in respect of insurance for that same vehicle, obtained in the name Anthony Okeke, with QBE Insurance on 20/11/2016.

- [129] Vehicle registered number 700-WZV was also involved in two separate claims. This was claimed to be the third party vehicle driven by Olafenwa on 2/2/2017 for claim 9, but was also the vehicle of insured person Olafenwa for claim 10. That claim alleged collision with the vehicle 650-LOL driven by Anthony Okeke on 8/2/2017.

- [130] Regarding claim 3, the Certificate of Insurance identifies policy number MPS032126956 in respect of vehicle 2012 Holden Cruz, registered number 642-WRX, in the name of Anthony Okeke (Exhibit 24). Thereafter, Suncorp loss records (Exhibit 25) describe the vehicle identified under that same policy number as 2012 Ford Focus, registered number 643-WRX. This is consistent with the description given by a male, identifying as Anthony Okeke, in a recorded call made on 26/10/2016, which initiated the claim. Police officer, Senior Constable Eiser gave evidence that on 26/10/2016, he attended Goodna Road, Greenbank where a blue Ford Fiesta, registered number 643-WRX had collided with a tree. S/C Eiser identified a photograph of the vehicle and the male person at the scene of that collision (Exhibit 50). No explanation for this anomaly in description of the vehicle insured, compared to the one apparently damaged, was provided or addressed in evidence or submissions. However, despite this, consideration of all the circumstances of this claim, and comparison with features common to other claims as outlined above, results in my concluding this claim is part of the larger scheme of fraudulent insurance claims identified in the evidence.

- [131] Comparatively little detail is available of the events behind claims 2 and 12. However, the insured person for both claims was Anthony Okeke. For claim 2, the address provided for the insured was 9 Elma Street, Salisbury; and for claim 12, the address provided for the insured was 27 Kinglake Avenue, Springfield Lakes. Both claims were abandoned by the insured person. Claim 2 relates to a Mercedes vehicle,

possibly as also referred to in claim 1. The nominated bank account for payment of claim 2 is the same as for claims 1, 3, 5, 7 & 10. Claim 12 relates to vehicle 024-WUU, which is the same vehicle subject of claims 6 and 9. In light of all of the evidence, I conclude these claims too, form part of the dishonest scheme.

- [132] The effect of this accumulation of circumstances is to demonstrate beyond question that not only are all 18 claims connected to a person Anthony Okeke, but together they form a pattern or system designed to fraudulently extract payment from vehicle insurers. The scheme required the perpetrator to obtain vehicles, to insure them presumably for greater value than the purchase price, to fabricate a basis enabling a claim to be made against the policy, and then pursue the claims. That the events which are identified as the basis for the ultimate attempts to extract payment were staged or invented is beyond any doubt. As detailed above, these events occurred at times and locations, and involved vehicles and persons, that render any genuine explanation for them simply fantastic.
- [133] Examples of the confluence of circumstances detailed above include the following:
- One vehicle insured by Anthony Okeke with 3 different insurers was hit three times by other cars when parked in the same location.
 - A vehicle allegedly driven by Olafenwa collided with two different vehicles of Anthony Okeke, six days apart; and Olafenwa is recorded as living at both of the defendant Anthony Okeke's previous addresses.
 - Two vehicles insured by Anthony Okeke were damaged by floods at Beenleigh on the same day. Two vehicles, both registered at the defendant Anthony Okeke's previous address, were damaged by floods at Mooloolaba, one week apart.
 - Two claims by Nigerian males, not Anthony Okeke, alleged collisions at the same intersection. One of the males is recorded as residing at defendant Anthony Okeke's previous address and colliding with Anthony Okeke; the other is also recorded as residing at a previous address of defendant Anthony Okeke.
 - Insured person Anthony Okeke twice claimed he collided with his own vehicle.
 - Insured person Anthony Okeke collided with stationary objects three times within one month, and then collided with his own vehicle 19 days later.
 - Each of insured persons Olafenwa, Mbamalu, Anaetoh and Aniakor provided the phone number 0421 568750 as their contact number, a phone number used by insured person Anthony Okeke, and associated with the defendant Anthony Okeke through his relationship with Joy Okaro.
 - Insured person Ottih provided his bank account details which are an account held in the name "A O Okeke" with the defendant Anthony Okeke's previous address.
 - Insured person Onyeka Okeke not only shared the middle and last names of the defendant Anthony Okeke but is connected to him through the business Compu-Service-X Pty Ltd.
 - The overwhelming number of incidents giving rise to claims occurred mere days after the insurance was commenced.

- [134] That all of the claims were fabrications is reinforced by the destination of payments made by insurers. All payments by insurers were made into accounts held either in the name Anthony Okeke, or with his as the nominated address, or in the case of claims 14 and 17, into an account so obviously connected to Anthony Okeke. Significantly, in respect of claim 10, payment of the separate claims to the insured person and third party were made into the different accounts of Anthony Okeke.
- [135] As noted, the evidence for claim 6 involved the assertion by insured person Anthony Okeke that he collided with his partner's car, having identified his partner as Joy Okaro, and having added his partner Joy Okaro as a nominated driver for another vehicle. Joy Okaro is an insured person for claim 17, and payment for that claim was made into the bank account in the name Joy Okaro. Vehicle registration records for that claim show her address as being 27 Kinglake Avenue, Springfield Lakes. That address is admitted to be a previous address of the defendant Anthony Okeke. In addition, it is admitted that phone number 0421 568750 was a number registered to Joy Okaro, with her address also listed as 27 Kinglake Avenue, Springfield Lakes. As set out above, that phone number appears in various claims as the contact number for persons identifying as Anthony Okeke and other Nigerian males. Police officer Senior Constable McDougall gave evidence that she executed a search warrant at an address at Springfield Parkway, Springfield, and there spoke with the defendant Anthony Okeke and Joy Okaro. I conclude the evidence overwhelmingly points to the defendant Anthony Okeke being in a relationship with Joy Okaro.
- [136] As is detailed in the above description of the evidence, multiple features of the claims show an apparent personal connection to the defendant Anthony Okeke. Eleven of the 18 claims referred to are in respect of insurance policies initiated in the name Anthony Okeke. The phone number admitted to be registered to the defendant Anthony Okeke was provided for insured person Anthony Okeke four times (claims 1, 3, 7 and 9); and for third party Anthony Okeke (claim 10). The phone number admitted to have been registered to Joy Okaro was provided for insured person Anthony Okeke three times (claims 4, 6 and 8). Claims 6 and 7 are claims for separate vehicles with different insurers arising out of the same event; meaning the insured person Anthony Okeke provided both phone numbers for that incident.
- [137] In addition, the prior residential addresses of the defendant Anthony Okeke feature in respect of all claims, except claim 14. However, claim 14 is nevertheless connected to Anthony Okeke because it arises as part of the same incident for claim 13, for which a prior address of the defendant Anthony Okeke was provided, and through the use of an address in common with Compu-Service-X Pty Ltd. Further, and in my view conclusively, connection to the defendant Anthony Okeke is established by virtue of identification of his different bank accounts, and for claim 17 that of his partner Joy Okaro, as the destination of funds obtained as a result of the claims. For claim 17, the insurers records show the male Aniakor was the main contact, initiated the claim, and called to check its progress.
- [138] I conclude therefore, not only were the fraudulent claims orchestrated by a single person, that person was the defendant Anthony Okeke.
- [139] In coming to this conclusion, I have disregarded the evidence of so called voice identification. The prosecution contention is that analysis of the various recordings

admitted in evidence shows one person was responsible for all of them, and that finding is a step in demonstrating that person is the defendant Anthony Okeke. The defence pointed to the danger inherent in voice identification, and relied upon the lack of any basis for comparison with the defendant's voice, the difficult sound quality of the recordings, interference by background noise, and the stilted nature of the conversations, as an unsound basis for such a conclusion. I accept those submissions. For the purpose of determining whether the defendant Anthony Okeke is proved to be the author of the claims, I disregard the voice recordings. I note however, that my finding that the defendant Anthony Okeke is responsible for all of the claims is not inconsistent with the voice recordings. I did not understand there to be any submission to the contrary.

- [140] Also, in reaching the conclusion the defendant Anthony Okeke was responsible for all of the insurance claims, I have disregarded the purported identification evidence of police officers Craig and Eiser. In evidence, and without explanation, each described the person they spoke with at the road side as "the defendant". Neither officer gave evidence of any prior knowledge of or dealings with the defendant Anthony Okeke, and neither was asked whether they knew or recognised the defendant Anthony Okeke. I note that officer Craig's evidence was taken via audio visual link; he could not have seen the defendant on the monitor in any event. In the absence of any basis upon which the officers could have positively identified the defendant, I ignore their references to having seen "the defendant" at the road side.

- [141] A submission advanced on behalf of the defendant is to the effect that a rational hypothesis consistent with innocence remains open on the evidence. The innocent hypothesis suggested is that the defendant Anthony Okeke was himself the subject of identity fraud, i.e., that some other person used his personal details to make insurance claims in his name and/or the names of others.

- [142] As explained above, examination of these insurance claims reveals the repeated use of names and personal details of insured persons and third parties, connection to relevant vehicles through insurance, registration and purchase records, claims initiated within a short period after obtaining insurance cover, multiple claims for some vehicles, and coincidence of locations and detail of events alleged to result in the loss or damage. This cross-connection of common features, looked at in the context of the utter implausibility of the events alleged, leads me to conclude one person was centrally involved in obtaining vehicles, registering or re-registering them, initiating insurance, and manufacture and making of claims for the purpose of defrauding insurers. Not all claims were successful, however, those that were benefited at most only two persons. The defendant admits to previously residing at the address to which the bank statements for the Commonwealth Bank account were posted in his name. The statements for the Bankwest account in the defendant's name were also addressed to him at his admitted residential address. So too the Westpac account in the defendant's name listed his admitted residential address. The payment for claim 14 was made into an account in the name Onyeka Okeke, however, that claim too has clear and obvious connection to the defendant. The only payment that went into an account not apparently operated by Anthony Okeke was for claim 17. That payment was made to the account of Joy Okaro, the defendant's partner. The evidence otherwise demonstrates the defendant, a registered motor dealer, had opportunity and ability to

obtain and register vehicles in his own and other names, as was evidently done. Some relevant records were located in his possession by police.

- [143] I am satisfied, to the exclusion of any alternative possibility, the defendant Anthony Okeke was responsible for all of the claims.
- [144] In coming to the conclusion the defendant is identified as the person responsible for all of the claims, I have had regard to the need for caution in assessing the evidence of identity. As pointed out in the submissions of the defendant, no direct evidence of identity exists. It was asserted some of the bases upon which the prosecution relied to prove the defendant's involvement carried little probative value. In particular, the defence criticised reliance upon use of the defendant's name, use of addresses and phone numbers associated with the defendant, the defendant's opportunity to have created Qld Transport customer identities, and evidence of similar uncharged insurance claims. The defence submissions are that none of these things proved the defendant's actual involvement. The defence also criticised the purported voice identification from recordings. The defence argued it remained open that another person or persons were responsible, fraudulently impersonating the defendant. As noted above, I ignore the voice identification evidence in its entirety in determining whether the defendant is proved to be responsible for any of the insurance claims. I have also taken account of the various criticisms of or possible weaknesses in the identification evidence, however, upon consideration of all of the evidence, I am satisfied beyond reasonable doubt the defendant is identified as responsible for all of the claims.
- [145] In light of the above, it follows that I also reject the submission of the defendant to the effect that no evidence was led showing any lack of validity of the subject claims. However, as discussed below, that the claims were themselves fabricated or false is not the dishonesty relied upon by the prosecution as having induced, or attempted to induce, payment by insurers.

Whether elements of offences proved

- [146] Although I am satisfied the defendant Anthony Okeke was the author and orchestrator of the scheme to defraud insurance companies, it remains to be determined whether the specific charges of fraud and attempted fraud are proved beyond reasonable doubt. The elements of the alleged offences, and particulars relied upon for each, are as set out above.
- [147] Count 1 requires proof the defendant dishonestly induced Allianz Insurance and QBE Insurance to pay insurance claims 10, 15, 16 and 17, and the value of those payments was at least \$30,000. The prosecution asserts the defendant dishonestly induced the payments by obtaining insurance for himself in other person's names, and/or telling the insurance company he had no prior accidents, and/or telling the insurance company he made no previous claims in the last three to four years.
- [148] Counts 2 and 3 require proof the defendant intended to dishonestly induce the insurance provider to pay insurance claims (claim 18 for count 2, claims 9 and 13 for count 3), and began to put that intention into execution in a way apt to achieving his purpose, and did so in an observable way which made his purpose clear, but did not

fulfill his intention. For count 2, the prosecution asserts the defendant attempted to dishonestly induce payment of the claim by obtaining insurance for himself in the name Olafenwa, and/or telling the insurance company in the last four years, he or Olafenwa had no prior accidents, and/or made no prior claims. For count 3, the prosecution asserts the defendant dishonestly attempted to induce payment of claim 9 by telling the insurer he had not made a motor insurance claim in the last three years; and dishonestly attempted to induce payment of claim 13 by obtaining insurance for himself in the name Mbamalu, and/or telling the insurer that in the last three years, he had no previous accidents and/or had not made a claim.

- [149] Claim 10 (count 1), relates to vehicle Toyota Camry 700-WZV, Allianz Insurance in the name Femi Olafenwa. The Certificate of Insurance records answers given when establishing the policy, including “Details of all accidents and/or claims each driver has had in the last 5 years Femi Olafenwa: None”.
- [150] Claim 15 (count 1), relates to vehicle Holden Captiva 607-YBX, QBE Insurance in the name Uchenna Ottih. The Certificate of Insurance records “Driver Information”, provided at the time the policy was established, as follows: “Have any of the listed drivers had any motor vehicle accidents and/or claims in the last 4 years? No.”
- [151] Claim 16 (count 1), relates to vehicle Mazda 2 270-XZZ, QBE Insurance in the name Isaac Anaetoh. The Certificate of Insurance records “Driver Information”, provided at the time the policy was established, as follows: “Have any of the listed drivers had any motor vehicle accidents and/or claims in the last 4 years? No.”
- [152] Claim 17 (count 1), relates to vehicle Mazda CX-7 724-YBC, QBE Insurance in the joint names Joy Okaro and Ifeanyi Aniakor. The Certificate of Insurance records “Driver Information”, provided at the time the policy was established, as follows: “Have any of the listed drivers had any motor vehicle accidents and/or claims in the last 4 years? No.”
- [153] Claim 18 (count 2), relates to vehicle Toyota Aurion 558-YFQ, QBE Insurance in the name Femi Olafenwa. The Certificate of Insurance records “Driver Information” provided at the time the policy was established as follows: “Have any of the listed drivers had any motor vehicle accidents and/or claims in the last 4 years? No.”
- [154] Claim 9 (count 3), relates to vehicle Volkswagen Passat 024-WUU, NRMA Insurance in the name Anthony Okeke. The Certificate of Insurance records “Owner and Driver History”, provided at the time the policy was initiated, including “Mr A Okeke ... In the last 3 years had no motor insurance claims”.
- [155] Claim 13 (count 3), relates to vehicle Nissan Maxima 875-TXR, Suncorp Insurance in the name Lawrence Mbamalu. The Certificate of Insurance records “Insurance and Criminal History” details provided at the time the policy was initiated, including “You have told us that in the past 3 years: You and any known drivers insured under this policy have had no insurance claims or losses relating to anything covered by this insurance”.
- [156] Count 1 alleges the dishonest inducement of the delivery of property of a value in excess of \$30,000. It is clear that, in respect of each of claims 10, 15, 16 and 17, the

insurer made payment by direct deposit, or electronic means, into the nominated bank accounts. The definition of property includes money, as well as credit, benefit or advantage. There can be no doubt the payments of the claims in the amounts of \$8,959 (\$2,609 plus \$6,350 for claim 10), \$9,945.94 (claim 15), \$8,734.44 (claim 16), and \$13,956.09 (claim 17), totalling \$41,595.47, satisfies the requirement that the insurers delivered property to another, in excess of the stipulated value.

- [157] It remains in issue, whether any dishonesty of the defendant induced the payments for count 1, or could have done so for counts 2 and 3. For the counts of attempted fraud, it must be proved the defendant began to put his intention into execution by means adapted to its fulfillment. Relevantly here, that requires that he dishonestly did an act or acts capable of inducing payment by insurers.

- [158] As I have already made clear, my conclusion is that the defendant Anthony Okeke was responsible for all of the claims. I am satisfied that each of the claims was false, and was fabricated or staged for the purpose of dishonestly inducing payment by insurers. However, the case particularised does not assert the making of false or fabricated claims was the dishonesty that induced payment by the insurers. Instead, the dishonesty relied upon is that the defendant obtained the insurance for himself in the names of others, and/or informed the insurers he'd had no prior accidents, and/or informed the insurers he'd made no claims in the last 3-4 years.

- [159] It follows from the conclusions I have expressed above, that I am satisfied beyond reasonable doubt it was the defendant who obtained the insurance for each claim, including those policies initiated in false names. Further, I am satisfied beyond reasonable doubt that in doing so the defendant asserted he had no accidents or claims in the last 5 years for claim 10, in the last 4 years for claims 15, 16, 17 and 18; and for claim 9 he had not made a motor insurance claim in the last three years.

- [160] The particulars for claim 13 allege the defendant dishonestly told the insurer he had "not made a claim in the last three years". However, Exhibit 43, the Certificate of Insurance, does not suggest the insured person asserted he had made no insurance claims in the period described. The disclosure recorded is that the insured or any known driver "had no insurance claims or losses relating to anything covered by this insurance". The only property listed under the "Cover Details" in the Certificate of Insurance is Nissan Maxima vehicle, registered number 875-TXR. The disclosure, by its very terms, therefore, is limited to informing the insurer there had been no insurance claims or losses relating to that vehicle. That statement says nothing about any other claims. It follows I am not satisfied that non-disclosure of a relevant claims history has been proved for claim 13.

- [161] The submissions of the defendant contend that even accepting the defendant was responsible for obtaining these policies and made the representations alleged regarding his accident and claims history, those acts did not and could not have induced the payment of the respective claims. In support of this submission, the defendant relies upon evidence from insurance company representatives, to the effect, that although possibly affecting the terms upon which insurance might be provided, the fact of having a claims or accident history would not have precluded insurance being offered. In addition, the defendant submits that since obligation of an insurer to make payment upon a claim only arises once damage to or loss of the vehicle occurs,

obtaining insurance in a false name, or with non-disclosure of the person's accident or claims history, is not conduct that can or did induce payment of a claim. Accordingly, the defendant submits, this element of the charges has not been proved.

- [162] In this case, no evidence was given by a representative of an insurer as to why any individual claim was paid. No representative was asked whether the dishonest conduct alleged for each claim, in fact induced, or could have induced, payment of the claim. Insurance representatives expressed that insurers relied upon the insured person's compliance with their disclosure obligation, i.e. to provide truthful information when establishing the policy or making a claim. As submitted by the defendant, some evidence suggested the fact of a prior claims or accident history might only affect the terms upon which a policy is issued. In the absence of evidence concerning the effect of the defendant obtaining insurance in a false name, or not disclosing his history of prior claims, the prosecution asserts it can be inferred the conduct relied upon induced or could have induced payment.
- [163] The premise of the defendant's submission is that only an act occurring at or after the damage to or loss of an insured vehicle is capable of inducing payment, because it is the occurrence of the damage or loss that renders the insurer liable for payment of the claim. In my view, that submission cannot be accepted.
- [164] For the reasons explained above, my conclusion is that each of the present claims formed part of a fraudulent system designed to obtain money from insurers. In order to achieve that purpose, it was necessary for the defendant to obtain the vehicles, insure them, stage or invent a basis upon which to make the claims, register the claims with the insurer, and complete any further requirements to progress the claims and secure payment. For all of the charged claims, except for claim 9, it is alleged the defendant obtained insurance in a false name and that dishonest conduct alone, or in combination with non-disclosure of his claims or accident history, induced or was intended and likely to induce payment of the claims. Although no direct evidence from insurers asserted payment of claims would not have been made if the insurer had been aware of the deception as to identity of the insured, that fact is easily inferred; it is fundamental to the contract of insurance that the insurer is aware of who they are contracting with. The effect of the ruse here was to obscure from the insurer who the insured person was; the insurers could not know they were dealing with the defendant and were presumably denied any opportunity to check any relevant history of the defendant.
- [165] In the present context, to prove the dishonesty alleged induced or was calculated and apt to induce delivery of property, the defendant's concealment of his identity must have persuaded, led to, brought about, or given rise to the insurers' delivery of property, or have been capable of and likely to have had that result. Here, inducement to pay was not secured or likely to be secured only by providing a false name but rather by several acts in series. Obviously, the success of the fraudulent scheme was dependent upon first obtaining insurance cover. Whilst not the only step required to induce or attempt to induce payment, the obtaining of insurance in each case was an indispensable step in doing so. I conclude the defendant's obtaining of insurance in a false name, in each case for the purpose of attempting to defraud insurers, was dishonest conduct, which in conjunction with other acts, was capable of inducing, or which did induce, payment of the claims.

- [166] For the charged claims where a false name was provided, the prosecution also alleged payment was either induced, or attempted to be induced, by false statements regarding the defendant's accident history. No evidence exists, apart from these claims, concerning the defendant's accident history. As I have made plain, I do not consider any of the claims were genuine. Where it was asserted there had been collisions, my conclusion is they were staged or simply fabricated. Failure to declare something which did not in fact occur cannot amount to dishonesty which induced or was calculated to induce payment. I conclude the evidence does not establish this as a dishonest basis upon which any payment was or was attempted to be induced.
- [167] For each charged claim, the prosecution also relied upon the defendant's false statements regarding his claims history as conduct which induced, or was an attempt to induce, payment of the claim. For the reasons I have given, I am not satisfied the alleged non-disclosure of a claims history is proved to have been made for claim 13. For each of the other charged claims, I am satisfied the assertions relied upon were made by the defendant and were untrue. As is obvious, by 12/1/2017 (the commencement date of the first of the charged insurance policies), the defendant had made multiple insurance claims. Again, no direct evidence from the insurers' representatives addressed the effect of this deception for the charged claims. General evidence was to the effect that prior claims did not disqualify a person being insured. The evidence of the QBE Insurance manager, responsible for the underwriting rules regarding risk, was that he was confident the threshold for refusal of insurance was three at fault claims and two theft claims. It is difficult to imagine why any insurer would have offered the defendant vehicle insurance if the true position of his claims history were known to them. However, as is obvious from examination of all of the evidence, insurance was offered to the defendant by insurers, despite him having made multiple claims with that insurer in his own name. In those circumstances, in light of the lack of any express evidence regarding the effect of non-disclosure of the claims history upon consideration of the charged claims, and evidence that a prior claims history may simply affect the terms upon which insurance is offered, I am not satisfied this deception was a material factor relevant to whether payment of the claim was or would be made. I am not satisfied the denial by the defendant of a prior claims history, whilst dishonest, was conduct which in fact induced payment or was capable of doing so.
- [168] Claim 9, part of the case alleged for count 3, involved insurance obtained by the defendant in his own name. For this claim, the only conduct alleged as the dishonest attempt to induce payment was non-disclosure of the claims history. For the above reasons, I am not satisfied this allegation is made out.
- [169] In respect of count 1, I am satisfied beyond reasonable doubt the defendant obtained insurance in a false name for each of the four vehicles as alleged. I am satisfied that payment of the defendant's claim against the insurance for each vehicle as alleged was made, and was induced in each case by the dishonesty of the defendant in obtaining insurance in the false name. I am satisfied that in making each claim the defendant intended to extract payment from the insurer by making a false or fabricated claim, and obtaining insurance in a false name was part of that plan. I am satisfied therefore, the conduct of the defendant in each case was dishonest by the standards of ordinary honest people. The total paid by the insurers for these claims

amounted to \$41,595.47; property of a value of more than \$30,000. It follows I am satisfied beyond reasonable doubt each of the elements of count 1 are proved and the defendant should be found guilty accordingly.

- [170] In respect of count 2, I am satisfied beyond reasonable doubt the defendant obtained insurance in a false name as alleged. In doing so, I am satisfied, the defendant intended to commit the offence of fraud upon the insurer, i.e. he intended to induce the insurer to pay his false or fabricated claim upon the insurance. I am satisfied that obtaining insurance in the false name was conduct engaged in for the purpose of pursuing the intention to defraud the insurer, made plain the defendant's intention to commit fraud, and was a method capable of and likely to induce payment of the false claim. The defendant did not succeed in his intention to dishonestly obtain payment. I am satisfied this conduct was dishonest according to the standards of ordinary honest people. It follows I am satisfied beyond reasonable doubt each of the elements of count 2 are proved and the defendant should be found guilty accordingly.
- [171] In respect of count 3, I am satisfied the defendant obtained insurance for each vehicle as alleged; for vehicle 024-WUU in his own name, and for vehicle 875-TXR in a false name. In doing so, I am satisfied, in each case the defendant intended to commit the offence of fraud upon the insurer, i.e. he intended to induce the insurer to pay his false or fabricated claim upon the insurance. In respect of the claim relating to vehicle 024-WUU, I am satisfied the defendant dishonestly concealed his claims history, however, I am not satisfied that conduct was capable of inducing payment by the insurer. In respect of the claim relating to vehicle 875-TXR, I am satisfied that obtaining insurance in the false name was conduct engaged in for the purpose of pursuing the intention to defraud the insurer, made plain the defendant's intention to commit fraud, and was a method capable of and likely to induce payment of the false claim. The defendant did not succeed in his intention to dishonestly obtain payment of either claim. I am satisfied this conduct regarding vehicle 875-TXR was dishonest according to the standards of ordinary honest people. It follows that, although I am not satisfied beyond reasonable doubt the claim in respect of vehicle 024-WUU satisfies the elements of the offence charged, I am satisfied beyond reasonable doubt each of the elements of count 3 are proved regarding vehicle 875-TXR and the defendant should be found guilty accordingly.
- [172] As is obvious from these reasons, I have had regard to evidence of uncharged dishonest conduct by the defendant in coming to my conclusions. As explained above, I conclude that evidence, considered with all of the evidence in this case, identifies the defendant as having carried on a fraudulent scheme to obtain payment from motor vehicle insurers. The evidence of uncharged dishonest activity in this case, viewed in the context of the whole of the evidence, shows to the exclusion of any rational alternative, the defendant is responsible for the charged insurance claims. I have not come to this conclusion on the basis of the uncharged dishonesty alone, or because of the number or type of the uncharged allegations, or because that evidence shows the defendant to be a dishonest person.

Verdicts

- [173] In respect of count 1, the charge of fraud to the value of \$30,000 but less than \$100,000, I find Anthony Onyeka Okeke guilty.

- [174] In respect of count 2, the charge of attempted fraud, I find Anthony Onyeka Okeke guilty.
- [175] In respect of count 3, the charge of attempted fraud, I find Anthony Onyeka Okeke guilty.

