

**Persons who purchased one or more new cars, SUVs, 4x4s  
or light or medium commercial vehicles between 18  
October 2006 and 6 September 2015 could benefit from a  
collective claim**

**THIS NOTICE**

*This is a legal notice published on the direction of the UK Competition Appeal Tribunal (the “Tribunal”) which granted a collective proceedings order on 20 May 2022 in favour of Mark McLaren Class Representative Limited (the “Class Representative”) to bring proceedings against the following companies, all of whom have been found by the European Commission (the “Commission”) to have infringed EU competition law in relation to deep sea carriage services for new motor vehicles (“Car Carriers”) on routes to/from the EEA.*

- (1) MOL (Europe Africa) Ltd
- (2) Mitsui O.S.K. Lines Limited
- (3) Nissan Motor Car Carrier Co. Ltd
- (4) Kawasaki Kisen Kaisha Ltd
- (5) Nippon Yusen Kabushiki Kaisha
- (6) Wallenius Wilhelmsen Ocean AS
- (7) EUKOR Car Carriers Inc
- (8) Wallenius Logistics AB
- (9) Wilhelmsen Ships Holding Malta Limited
- (10) Wallenius Lines AB
- (11) Wallenius Wilhelmsen ASA
- (12) Compañía Sudamericana De Vapores S.A.

(together, the “**Defendants**”).

The Consumer Rights Act 2015 allows for such a collective claim to be brought on behalf of a group of persons (known as a ‘Class’) who are alleged to have suffered a common loss as a result of unlawful anticompetitive conduct. For a collective action to proceed, however, the Tribunal must first make a [collective proceedings order](#) authorising the class representative

and certifying the claims as eligible to be included in collective proceedings. The Tribunal has now made a [collective proceedings order](#) in respect of this collective claim.

The [Collective Proceedings Order](#) (“CPO”) can be viewed online at [www.cardeliverycharges.com](http://www.cardeliverycharges.com), along with other information about the collective claim. This Notice and the enclosed Questions & Answers give important information about these collective proceedings. The CPO is also available on the Tribunal’s website: [www.catribunal.org.uk](http://www.catribunal.org.uk).

## THE CLAIM

The Class Representative has been authorised by the Tribunal to pursue a collective action (the “**Claim**”) relying on findings of the Commission that the Defendants engaged in anticompetitive conduct in respect of Car Carrier shipping services purchased by vehicle manufacturers between 18 October 2006 and 6 September 2012.

The Class Representative alleges that vehicle manufacturers recover their delivery costs, including Car Carrier shipping costs, by adding a delivery charge to the purchase price of new vehicles (typically as a separate line item or within the ‘on-the-road’ price). The Class Representative also alleges that this delivery charge is paid by the purchasers of new vehicles.

It is the Class Representative’s belief that the Defendants’ anticompetitive conduct therefore led to the prices of delivery charges being distorted. In particular, the Class Representative alleges that purchasers of new vehicle (including consumers and businesses) paid higher prices for delivery than they would otherwise have paid in the absence of the unlawful conduct. By the Claim, the Class Representative seeks to recover compensation for those higher prices on behalf of, and for the benefit of, the Class.

The Claim therefore raises important issues that are common to all class members, including:

1. the extent (if any) to which the price of intercontinental Car Carrier shipping was inflated by the anticompetitive conduct of the Defendant shippers between 18 October 2006 and 6 September 2015; and
2. the extent to which those increased prices were passed on to purchasers of new cars by way of the delivery charge.

While the anticompetitive conduct itself was found to have ceased on 6 September 2012, the Claim alleges that the price of intercontinental Car Carrier shipping remained inflated until 6 September 2015 as the effects and impact of the conduct on pricing took time to end after the conduct had concluded.

Any judgment on the common issues for the class members will bind persons in the Class. Importantly, there is no guarantee that money will be recovered by way of the Claim. In particular, the Tribunal has indicated that it may wish to consider “sub classes” in relation to discrete issues affecting the level of damages to which class members are entitled (these issues may include whether class members (in particular businesses) ‘passed-on’ the inflated Car Carrier shipping costs to their customers and / or class members’ entitlement to compound interest). These considerations may increase or reduce any damages awarded to the class

members. The Class Representative will have to prove the case it advances at trial in due course.

## THE CLASS

The Claim has been brought by the Class Representative on behalf of persons who meet the following conditions:

“All Persons (other than Excluded Persons) who during the period 18 October 2006 to 6 September 2015 either Purchased or Financed, in the United Kingdom, a New Vehicle or a New Lease Vehicle, other than a New Vehicle or New Lease Vehicle produced by an Excluded Brand or, in the event such a Person has died on or after 20 February 2020, their Personal Representative.

For these purposes:

**Cars** means motorised four wheel vehicles including people carriers, 4x4s and SUVs, and all motorised passenger carrying vehicles that can carry no more than eight passengers (excluding the driver).

**Contract Hire Arrangement** means a lease agreement under which the lessee pays a deposit followed by a fixed monthly amount for the use of a vehicle, and where, at the end of the term the lessee returns the vehicle to the lessor.

**Excluded Brands / Manufacturers** means Abarth; Aixam; Alfa Romeo; Aston Martin; Audi; Bentley; Daimler; DS; Ferrari; Fiat; Fuso; Iveco; Jaguar; KTM; Lamborghini; Land Rover; LDV; Lotus; Maserati; Maybach; Mia; Microcar; Mini; Morgan; Opel; Piaggio; Porsche; Renault Trucks; Rolls-Royce; Rover MG; Saab; Santana; Seat; Skoda; Smart; and Volvo.

**Excluded Persons** means:

- (a) Addressees of the European Commission decision in Case AT.40009 – Maritime Car Carriers, their subsidiaries, holding companies, subsidiaries of those holding companies, and any entity in which any of the addressees has a controlling interest;
- (b) Officers, directors or employees of any of the companies referred to in (a) above, at any time since 18 October 2006;
- (c) All members of the Class Representative’s and Defendants’ legal teams and all experts or professional advisers instructed by them in these proceedings;
- (d) All members of the Tribunal panel assigned to these proceedings and any judge hearing any appeal in these proceedings;
- (e) Any legal person that is recorded as dissolved on the register of companies kept by Companies House; and
- (f) Any natural person who died before 20 February 2020.

**First Registered Keeper** means the Person recorded as such on the V5C Registration Form issued by the Driver Vehicle Licensing Agency in respect of a given vehicle.

**Hire Purchase Arrangement** means a loan for the full cost of a vehicle, repaid by way of a deposit and then fixed monthly payments over an agreed time period, at the end of which the purchaser becomes the legal owner of the vehicle.

**Light and Medium Commercial Vehicles** means motorised four wheel vehicles constructed for transporting goods with a gross weight of less than six tonnes.

**New Lease Vehicle** means all Cars and Light and Medium Commercial Vehicles under a Contract Hire Arrangement by the First Registered Keeper (the lessor) to a lessee.

**New Vehicle** means all Cars and Light and Medium Commercial Vehicles of which the purchaser, or a Related Third Party, was the First Registered Keeper.

**Personal Contract Purchase (or PCP) Arrangement** means a loan for the difference between the price of a new vehicle and its predicted value at the end of the loan agreement where, at the end of the loan term, the purchaser can choose to: (i) trade the vehicle in; (ii) return the vehicle to the seller and make no further payment; or (iii) pay a final payment corresponding to the resale price of the vehicle and keep it.

**Personal Representative** means the executor or administrator of an estate.

**Persons** means all persons, whether legal or natural.

**Purchased or Financed in the United Kingdom** means:

- (a) purchased a New Vehicle outright that was first registered in the United Kingdom with the Driver and Vehicle Licensing Agency as a new vehicle, save where such purchase was made for the purposes of providing vehicle finance services;
- (b) purchased a New Vehicle that was first registered in the United Kingdom with the Driver and Vehicle Licensing Agency as a new vehicle using a Hire Purchase Arrangement;
- (c) purchased a New Vehicle that was first registered in the United Kingdom with the Driver and Vehicle Licensing Agency as a new vehicle using a Personal Contract Purchase (PCP) Arrangement; or
- (d) was the lessee of a New Lease Vehicle that was first registered in the United Kingdom with the Driver and Vehicle Licensing Agency as a new vehicle on a Contract Hire Arrangement.

**Related Third Party** means a person whom the outright purchaser of a New Vehicle, the purchaser of a New Vehicle under a Hire Purchase Agreement or the purchaser of a New Vehicle under a Personal Contract Purchase Arrangement decides will be registered as the First Registered Keeper of the New Vehicle in question, for any reason.”

## **RIGHT TO OPT OUT OF THE CLAIM**

The Claim is being brought on behalf of a so-called “opt-out class”, meaning that anyone who meets the definition of the Class (and is domiciled in the UK on 20 May 2022) will be included in the Claim automatically and be bound by the result, unless they expressly opt out of the Class so as formally to remove themselves from the Claim. In simple terms, if you meet the definition of the Class and are domiciled in the UK on 20 May 2022, you will be in the Claim unless you take steps to opt out.

Any member of the Class may ask to opt out. In order to do so, that member of the Class should write to the Class Representative by 12 August 2022 to request to leave the Claim. That member of the Class should write by email or by post to either of the following addresses: [optout@cardeliverycharges.com](mailto:optout@cardeliverycharges.com) or Car Delivery Charges, PO Box 13260, BRAINTREE, CM7 0PL. If a member of the Class wishes to opt out after this date, he/she/it should write directly to the Tribunal to seek approval. Opting out of the Claim will not stop a class member applying to the Tribunal to start his/her/its own claim.

## **RIGHT TO OPT IN TO THE CLAIM**

Any person who is legally domiciled outside of the UK on 20 May 2022 but otherwise meets the relevant criteria under the definition of the Class has the right to “opt in” to the Claim to recover the losses suffered by paying higher delivery prices as a result of the Car Carriers cartel. Details about how to register your interest in opting in to the Claim are available at [www.cardeliverycharges.com](http://www.cardeliverycharges.com). Such a person who wishes to “opt in” to the Claim should do so by 12 August 2022 either via the website, by email or by post to either of the following addresses: [optin@cardeliverycharges.com](mailto:optin@cardeliverycharges.com) or Car Delivery Charges, PO Box 13260, BRAINTREE, CM7 0PL. If that person wishes to “opt in” after this date, he/she/it should write directly to the Tribunal to seek approval.