

21 November 2017

Mrs H Russell
21 Elmwood Drive
Prebbleton
Christchurch 7604

Sent by email to: fyi-request-6871-c72c817c@requests.fyi.org.nz

Dear Mrs Russell

Information request – 2/125 Springs Road, Hornby, Christchurch 8042

Thank you for your information request received on 24 November 2017. You asked for *'copies of all information held by EQC relating to EQC claims at 2/125 Springs Road, Hornby. This includes Scope of Works, correspondence, documents and details of work carried out'*, relating to 2/125 Springs Road. Your request has been considered under the Official Information Act and the Privacy Act.

Please find enclosed the relevant documentation in response to your request. The following information has been withheld:

- EQC, EQR and subcontractor staff surnames and contact details to protect the privacy of those individuals.
- information relating to other properties to protect the privacy of the respective owners.

EQC endeavours to provide all relevant information in its response, however some documents may not be included as to do so would require substantial collation and research. If you believe anything is missing please contact us so we can discuss your requirements.

If you have questions about the claim, would like an explanation of the information provided or believe any of the information made available is incorrect, please call EQC on 0800 326 243. You have the option of approaching the Office of the Ombudsman and/or Privacy Commissioner should you wish.

Yours sincerely,



Oliver Maskell
Technical Statutory Advisor

If the Total Claim + SOW assumption is breached then the spreadsheet will report an error and you'll need to manually calculate the correct excess value.

2. That no final apportionment is available. If final (not Comet) apportionment is available then it's best to use that apportionment to precisely calculate the settlement.

Released under the Official Information Act 1982



File Note – Page 2 only

M:



HEATH PROPERTY LIMITED
2/125 SPRINGS ROAD
HORNBY
CHRISTCHURCH
H: & W:

Date: 4.12.13

Author:

B Rhodes

Notes:

The EQC Land Team have assessed the property as they found it on the day of the inspection and have recorded the types and amount of earthquake related land damage that was visible.

Shared Land

Shared land : 2/125 Springs Rd - (master file)
125 Springs Rd



CHECKED

SITE - RISK ASSESSMENT



EARTHQUAKE COMMISSION
Kōmihana Rūwhenua

FLAT LAND



HEATH PROPERTY LIMITED
2/125 SPRINGS ROAD
HORNBY
CHRISTCHURCH
H: & W:

B Rhodes
C Andrew

4.12.13 Time: 8.15am

ID No: 1177

ID No: 800997

The minimum PPE to be worn by staff:

- Safety Footwear
- Hi Visibility Vest/ Jacket

Ensure the following items are available:

- EQC ID Tags must be displayed
- EQC cell phones to be carried on your person

Vehicle parked in a safe and suitable location? Y N

Communication is available and working? Y N

Access/egress and muster points? Y N

An under floor inspection is required? Y N

(If YES, answer questions in the box, if NO, go to last question)

Street

- iPad Cell Phone
- Plan in place with buddy Property Landline
- Access/Egress Muster Point

Concrete Floor

If YES:

Under floor visual inspection only? Y / N

Entry to under floor required? Y / N

- 400mm clearance ground to bearer Buddy present (EQC staff)
- Manhole 450mm x 450mm Rescue Plan (Dial 111)
- Sufficient flow of oxygen

Assess the environment and select appropriate PPE for under floor inspections? Y / N

- Disposable Overalls Ear Plugs
- Glasses P2 Mask
- Safety Footwear Waterproof Gloves

Identify and record below specific 'Site Hazards' e.g. large holes/cracks, unstable retaining walls Y N

Hazards: NIL

Comments:



0800 DAMAGE (0800 326 243)

24 March 2014

Heath Property Limited
C/- Mrs H Russell
21 Elmwood Drive
Prebbleton
Christchurch, 7604

Dear Mrs Russell

Your land claim settlement

The Earthquake Commission has received the following claim/s relating to land damage at
2/125 Springs Road, Hornby:

- Claim No. CLM/2011/209231 on report date 30/06/2011 caused by 13/06/2011 event

Decision

EQC has reviewed your land claim/s and carried out an assessment of the damage to your property. We have found that the settlement amount for your land damage is less than the minimum excess with EQCover of \$500 per claim and therefore no payment will be made and your land claim/s will be closed.

This settlement for land does not affect other claims you may have submitted for content or dwelling with EQC. Those other claims will be settled separately, if not already.

Next steps

If you do not agree with this decision, or you have new information you believe may support your claim, you can ask us to reconsider. Reconsideration may result in us upholding or overturning our original decision, or issuing a new decision for a different reason, not previously considered. Please send your request and supporting information within three months of the date of this letter.

How to contact us

You can contact us by email to info@eqc.govt.nz or call 0800 DAMAGE (0800 326 243) international call +64 4 978 6400.

Yours sincerely

Bruce Emson
General Manager, Customer Services

Inspection Summary

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Completed by: B Rhodes

Date: 4/12/13 Page: 1 of 1
dd / mm / yy

M:

 C L M / 2 0 1 1 / 2 0 9 2 3 1
 HEATH PROPERTY LIMITED
 12/125 SPRINGS ROAD
 HORNBY
 CHRISTCHURCH
 H: & W:

Time arrived at site: 8:15 Time left site: 8:45 Was an inspection carried out? Yes No

Customer present: Yes No Customer Name: Chris Russell

Access denied Loose dogs Other If other, please provide reason

If No inspection carried out, why not?

Where an inspection has been conducted:	Yes	No	Notes
- Any land damage under the main access way or other hard surfaces?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
- Were any bridges or culverts damaged within EQC Cover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
- Were any retaining walls damaged within EQC Cover?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
- Is an engineer required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
- Is a valuation required?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
- Is a resource consent required for any remediation work? (proximity to protected trees and waterways)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
- Has anything in this pack been escalated?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Shared land</u>
- Customer has advised of invoices for emergency work?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
- Customer advised of next action?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
- Was any silt found under the dwelling?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>N/A Concrete floor</u>
- If there was nil damage, why was that? Building removed <input type="checkbox"/> Building repairs have fixed <input type="checkbox"/> No visible damage <input checked="" type="checkbox"/>			
- If a potential or actual 8/9 property, was the dwelling present? Building removed <input type="checkbox"/> Building present <input type="checkbox"/>			

Land Damage to Area A? If Yes, add details
 Yes No

Land Damage to Area B? If Yes, add details
 Yes No

Land Damage to Area C? If Yes, add details
 Yes No

Total m² of Damaged Land: NIL m² Notional Land Damage Value @\$300/m² (Incl GST): \$ NIL

Next action Refer for Shared Land analysis & re-costing



Shared Land Instruction

H: & W:

M:



CLM / 2011 / 209231
HEATH PROPERTY LIMITED
125 SPRINGS ROAD
HORNBY
CHRISTCHURCH

"MASTER FILE"

H: & W:

M:



VALERIE PARDOE
125 SPRINGS ROAD
HORNBY
CHRISTCHURCH

Date: 4/12/13 Sheet of

Tel N°:

Stick Claim File Label here

Stick Claim File Label here

Stick Claim File Label here

Stick Claim File Label here

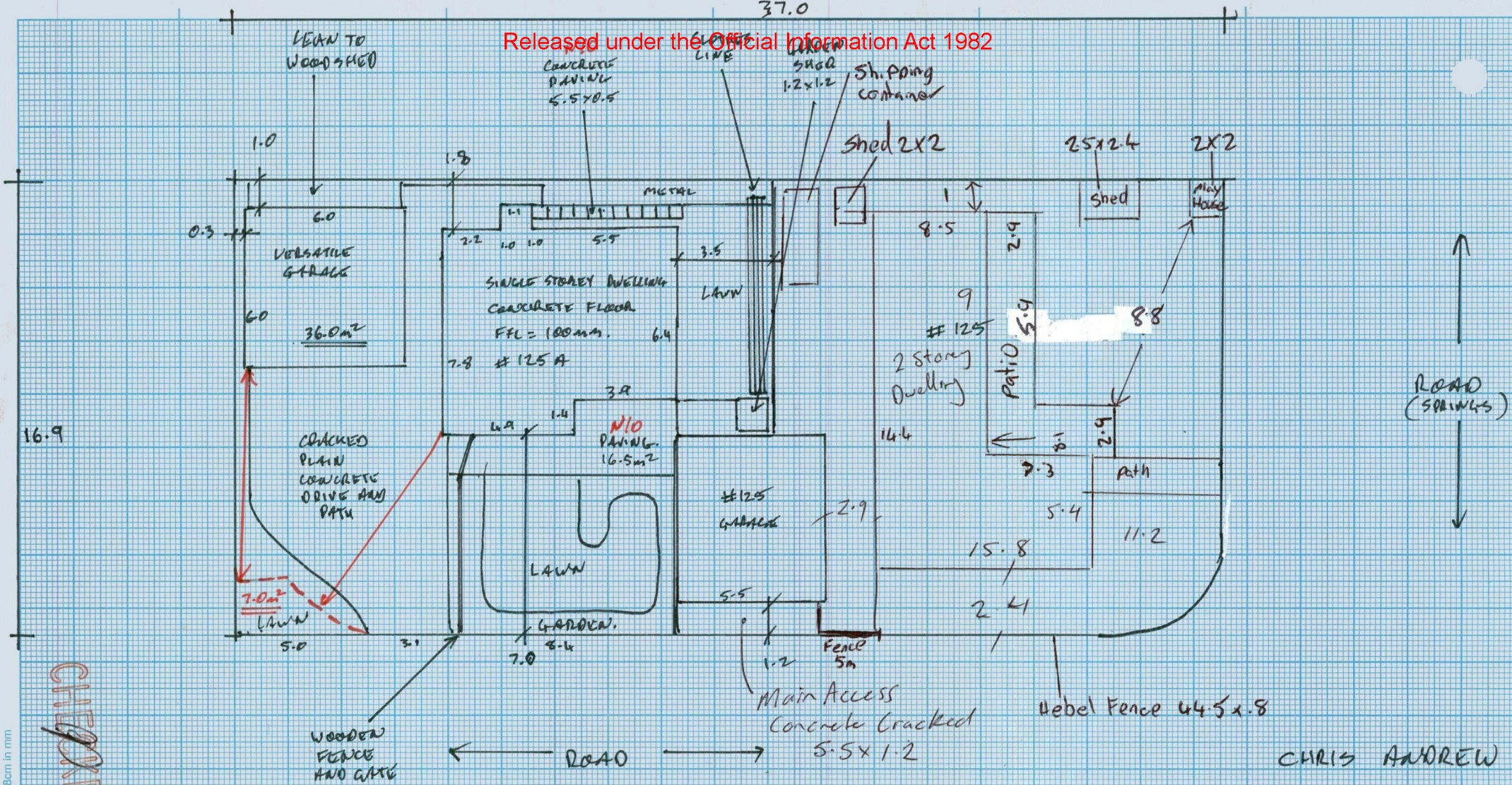
Stick Claim File Label here

Notes:

Assessor B Rhodes



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CHECKED

LAND INSIDE EQL COVER = 878
 LAND OUTSIDE EQL COVER = 7
 TOTAL = 885

CHRIS ANDREW
 04/DEC/2013

M:

CLM / 2011 / 209231

HEATH PROPERTY LIMITED
 '2/125 SPRINGS ROAD
 HORNBY
 CHRISTCHURCH
 H: & W:
 M:

NOT TO SCALE



**COMPOSITE COMPUTER REGISTER
UNDER LAND TRANSFER ACT 1952**




R. W. Muir
Registrar-General
of Land

Search Copy

Identifier CB34A/233
Land Registration District Canterbury
Date Issued 22 January 1991

Prior References

CB568/56

Estate Fee Simple - 1/2 share
Area 885 square metres more or less
Legal Description Lot 7 Deposited Plan 15619

Proprietors

Heath Property Limited

Estate	Leasehold	Instrument	L 916796.1
		Term	999 years commencing on 1.11.1990

Legal Description Flat 2 Deposited Plan 57785 and Garage 2
Deposited Plan 57785

Proprietors

Heath Property Limited

Interests

897564.1 Lease of Flat 1 and Garage 1 DP 56980 Term 999 years commencing on 3.9.1990 Composite CT
CB33F/522 issued

916796.1 Lease of Flat 2 and Garage 2 DP 57785 Term 999 years commencing on 1.11.1990 Composite CT
CB34A/233 issued

8768044.3 Mortgage to ASB Bank Limited - 30.5.2011 at 11:37 am

Identifier

CB34A/233

<p>Approvals <i>[Signature]</i> Registered Owners</p>	<p>I, the undersigned, being the holder of the Local Government Act 1974, hereby certify that construction of the Flat 2 was commenced on or after 1 April 1978 and a building permit for the construction of the buildings has been issued by the Christchurch City Council pursuant to the by-laws. Dated this 23rd day of November 1978. <i>[Signature]</i> V. V. V. V. AUTHORISED OFFICER</p>
<p>Note: For fix of garage, see field note.</p>	
<p>Area Restricted as to User: Area B with Flat 2.</p>	
<p>I hereby certify that the buildings shown hereon are erected in the positions shown and are situated within the boundaries of C.T. 569/56 & C.T. 337/522. <i>[Signature]</i> Registered Surveyor 9/10/1978</p>	
<p>Total Area 885 m² Comprised in C.T. 569/56 & C.T. 337/522</p>	
<p>I, Edwin Balfour Taylor, Registered Surveyor and holder of an annual practicing certificate for the Survey Act 1968 hereby certify that this plan has been made from a survey conducted in accordance with the Survey Regulations 1972 or any regulations made in substitution thereof, and that the same are correct and have been made in accordance with the Survey Act at Christchurch this 8th day of October 1979. Signature <i>[Signature]</i> Field Book: 473, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000</p>	
<p>Approved as to Survey 21/12/79 Deputy Chief Surveyor Deposited this 24th day of December 1979 Asst. District Land Registrar <i>[Signature]</i></p>	
<p>Received 11.12.79 DP57785</p>	

FOR THE PURPOSES OF LEASING FLATS ONLY

LAND DISTRICT: Canterbury
SURVEY BLK & DIST: XIII, Christchurch
NZMS 261 SHT: M36, RECORD MAP No 1000/45.1

Flat Erected on Lot 7 D.P. 15619

Scale: 1:200 Date: October, 1979

TERRITORIAL AUTHORITY: Christchurch City
Surveyed by: Balfour Taylor & Associates

SWA ROBERTSON, SURVEYOR GENERAL, DEPARTMENT OF SURVEY AND LAND INFORMATION, NEW ZEALAND

Claim No. CLM/2011/209231

1 August 2013

Heath Property Ltd
C/- Mrs Heather Russell
21 Elmwood Drive
Prebbleton
Christchurch 7604

Dear Mrs Russell,

Your settlement calculation: 2/125 Springs Road, Hornby, Christchurch 8042

EQC has now calculated your claim entitlement and paid the following amount(s).

Item	Amount	Excess	Balance
Dwelling (CLM/ 2011/209231)	\$4,676.43	\$200.00	\$4,476.43
		Total	\$4,476.43

Total amount of this payment is **\$4,476.43**.

Payment

It is important that the payment(s) made to you are used for the purpose of repair or replacement of damaged property.

If you have not provided EQC with a bank deposit slip (to enable electronic payment) your payment will be made by cheque. If you are expecting further payments from EQC and would prefer payment by direct credit, please send us a bank deposit slip or a letter from your bank identifying your bank account number. We can accept these electronically if they are scanned and emailed. Please include your claim number in any correspondence to us.

If you believe there are outstanding aspects of your claim, you should bank your cheque(s) and EQC will continue to respond to your queries. Banking your claim settlement cheque does not affect your current or any future entitlement(s).

Your obligations

By accepting this payment from EQC, you are agreeing that the claim information that you submitted was true and accurate; that you have not withheld any material information; that you will inform EQC if any information provided later becomes incorrect; and that you will provide any further information required for EQC to assess your claim.

Released under the Official Information Act 1982

Further contact

If you have any concerns about your claim please contact us either by sending an email to claims@eqc.govt.nz or call our free phone number 0800 DAMAGE (0800 326243) international call +64 4 978 6400 or +64 4 978 6401.

Yours sincerely

Bruce Emson

General Manager, Customer Services

Approved by the Registrar-General of Land, Wellington No. 105178

Canterbury
Land Registry Office

916796.1 L
MEMORANDUM OF LEASE

LESSORS: KENNETH DAVID HENDERSON of Christchurch, Taxi Driver and NANCY ELIZABETH CELESTE HENDERSON his wife as to an undivided one-half share and GEORGE ANDREW MCNEUR, Airman and HEATHER JANE MCNEUR, Married Woman, both of Christchurch ~~XXXXXXXX~~ as to an undivided one-half share
LESSEE: KENNETH DAVID HENDERSON of Christchurch, Taxi Driver and NANCY ELIZABETH CELESTE HENDERSON his wife
SCHEDULE A

C.T.	DESCRIPTION OF FLAT AND LOT & D.P. NO. OR OTHER DESCRIPTION	ENCUMBRANCES, LIENS & INTERESTS
568/56 3 33F/522	Flat No. 2 and Garage with Flat 2 on D.P. 57785	SUBJECT TO Lease 897564/1 As to C.T. 33F/522 only Mortgage
Area	two of the (hereinafter called "the Flat") being that part of that building thereinafter called "the said building" , of which the Flat forms part , erected on that piece of land (hereinafter called "the said land") being Lot 7 on Deposited Plan 15619	904336/2
885m ²		
Locality		
City of Christchurch		

TERM: 999 years commencing on the 1st day of November 1990
RENTAL: 10 cents per annum payable by the Lessee (if demanded in writing by the Lessors by not later than the first day of December of the year in question).

- The Lessee hereby covenants with the Lessors as set out in Schedule B hereof.
- The Lessors do and each of them doth hereby covenant with the Lessee as set out in Schedule C hereof.
- It is hereby covenanted and agreed by and between the Lessors and each of them and by and between the Lessors and the Lessee as set out in Schedule D hereof.
- ~~The parties hereby agree that the words "proportionate share" shall be deemed to mean a share calculated in terms of the number of flats contained in the said building.~~
- The parties hereby agree that the words "freehold share" shall be deemed to mean a one-half share; calculated in terms of the number of flats ~~contained in all buildings~~ erected on the said land.
- The parties hereby agree that the covenants and conditions set out in Schedules B, C and D herein form part of this Lease.

AND the Lessors DO HEREBY LEASE to the Lessee and the Lessee DO TH HEREBY ACCEPT this Lease of the Flat to be held by the Lessee as tenant and subject to the conditions restrictions and covenants set forth herein.

IN WITNESS WHEREOF these presents have been executed this 6th day of December 1990
Signed by the said KENNETH DAVID HENDERSON and NANCY ELIZABETH CELESTE HENDERSON

~~was hereto attested~~ as Lessors and Lessee

in the presence of: *[Signature]*
[Signature]
Christchurch

6th day of December 1990
[Signature]
[Signature]

THE COMMON SEAL OF Signed by the said GEORGE ANDREW MCNEUR and HEATHER JANE MCNEUR as Lessors

~~was hereto attested~~ as Lessee
in the presence of:

[Signature]
[Signature]

[Signature]
Trust Officer, Public Trust Office, RICCARTON
(*) Officer authorized to take Statutory Declarations

SCHEDULE B

THE LESSEE DOETH HEREBY COVENANT WITH THE LESSORS:

- 1. TO pay the rent in the manner and at times hereinbefore provided.
- 2. THE Lessee shall forthwith upon demand in writing by the Lessors or their agent pay to the Lessors or a person nominated by the Lessors:

- (a) ~~A proportionate share of all expenses and costs properly incurred by the Lessors in respect of the said building including any costs and expenses incurred pursuant to Clause 17 (a) hereof.~~
- (b) A freehold share of all expenses and costs properly incurred by the Lessors in respect of the said land including any costs and expenses incurred pursuant to Clause 17 (b) hereof.

PROVIDED ALWAYS that should any repairs become necessary or any work be required in respect of any part of the said building or the electrical and plumbing equipment, drains or other amenities serving ~~the said building~~ or in respect of any part of the said land as a result of the negligence or wilful act either of the Lessee or his servants, agents or invitees or of any person residing in the Flat then in any such event the Lessee shall pay to the Lessors the whole of the cost of such repairs or work.

3. THE Lessee shall use the Flat for residential purposes only and will not do or suffer to be done any act, matter or thing which is or may be an annoyance, nuisance, grievance or disturbance to the other lessees or occupants of any building or the said land and shall not bring into or keep in the Flat any cat, dog, bird or other pet which may unreasonably interfere with the quiet enjoyment of the other lessees or occupants of any building on the said land or which may create a nuisance.

4. THE Lessee shall not bring into or keep in the Flat any goods or any substances of a highly combustible nature or do or permit to be done anything (including the unauthorised use of light or power fittings) which may render an increased premium payable for any insurance covers on any part of the said building or which may make void or voidable any such insurance covers.

5. THE Lessee shall not use the Flat for any illegal purposes and the Lessee shall comply with all Statutes, Regulations and By-Laws of any Local Authority in so far as they affect the Flat.

6. THE Lessee shall at his own cost and expense keep and maintain in good order condition and repair both the interior and exterior of the Flat including any electrical and plumbing equipment, drains, roof, spouting, downpipes and other amenities serving the Flat.

7. THE Lessee shall permit the Lessors or their representatives at all reasonable times to enter upon the flat to inspect the condition of the same.

~~8. THE Lessee shall not leave or place in the passages ways or stairways of the said building or in any parking area or in the grounds surrounding any building on the said land any obstructions whatsoever and shall not deposit any refuse or rubbish thereon or thereon and shall place any garbage in such reasonable location approved of by the Lessors.~~

9. THE Lessee shall duly and punctually pay all charges for water electricity gas or other supplies or services relating solely to the Flat.

10. THE Lessee shall not make any structural alterations to the ^{Flat} ~~said building~~ nor erect on any part of the said land any buildings, structure or fence without the prior consent of the Lessors first had and obtained on each occasion PROVIDED HOWEVER that such consent shall not be unreasonably withheld.

11. THE Lessee shall not without the written consent of the Lessors in any way use or enjoy any part of the said land except:

- (a) The Flat (b) That part of the said land relating to the Flat marked or shown B on Deposited Plan No. 57785 ~~(c) That part of the said land marked or shown on Deposited Plan No. ^{11a} but only for the purposes of reasonable ingress and egress by vehicle or on foot~~
- ~~(d) That part of the said land marked or shown on Deposited Plan No. ^{11b} but only for the purposes of recreation in common with the Lessors.~~

SPACES TO BE COMPLETED AND AMEND AS NECESSARY

12. THE Lessee shall at all times keep all that part of the said land (and all amenities thereon) relating to the Flat marked or shown B on Deposited Plan No. 57785 in a neat and tidy condition and in good repair.

13. THE Lessee shall effect and at all times keep current a separate and comprehensive insurance policy (including fire and earthquake risks) to the full insurable value thereof on ~~such parts of the said building as such Lessee holds as tenant.~~ the flat

14. THE Lessee shall remain the owner of a freehold share in the fee simple of the said land while he continues to be a Lessee hereunder. If the Lessee (unless by these presents expressly authorised so to do) shall deal with either his interest hereunder or his interest in the fee simple in such a manner that both leasehold and freehold interests are not owned by the same person then this Lease shall immediately determine without however discharging the Lessee from payment of any moneys owing hereunder or releasing him from liability arising from any other breach previously committed (provided always that this Clause shall not apply to the first Lessee hereof).

15. THE Lessee shall pay all charges and rates separately charged or levied in respect of the Flat and the Lessee's undivided share in the fee simple of the said land PROVIDED HOWEVER that if no separate charges and rates are so charged or levied then the Lessee shall pay to the Lessors the Lessee's freehold share of the charges and rates charged or levied in respect of the whole of the said land.

SCHEDULE C

THE LESSORS DO AND EACH OF THEM DOETH HEREBY COVENANT WITH THE LESSEE:

16. THE Lessee performing and observing all and singular covenants and conditions on his part herein contained and implied shall quietly hold and enjoy the Flat without any interruption by the Lessors or any person claiming under them.

~~17. THE Lessors shall keep and maintain in good order repair and condition:~~

- (a) Such parts of the said building as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat forming part of the said building including the electrical and plumbing equipment, drains, roofs, spouting, downpipes and other amenities serving the same; and
 - (b) Such parts of the said land including the grounds, paths, fences, swimming pools and other common amenities thereon as are not the responsibility of any lessee pursuant to the leases granted in respect of any flat.
- AND will cause the aforesaid parts of the said building and the said land at all times to be managed and maintained to a high standard. In the performance of the foregoing covenants the Lessors or their agents shall have the right (if necessary) to enter the Flat in order to effect such work upon giving reasonable notice to the Lessee.

18. THE Lessors covenant to lease the other flats on the said land only on terms similar to those set forth in this Lease and whenever called upon by the Lessee so to do to enforce the due performance and observance by the lessees named in such other leases of all obligations as by such other leases are cast on such lessees and for the purposes aforesaid the Lessors do irrevocably hereby appoint the Lessee hereunder as the Attorney and in the name of the Lessors to do all such acts and in particular but not in limitation to serve such notices and institute such proceedings as may be necessary for the proper compliance by the Lessors of the obligations cast on them by this Clause.

SCHEDULE D

AND IT IS HEREBY COVENANTED AND AGREED BY AND BETWEEN THE LESSORS AND EACH OF THEM AND BY AND BETWEEN THE LESSORS AND THE LESSEE:

19. THAT if and whenever the Lessee shall have made any breach or default in the observance or performance of any of the covenants conditions and restrictions herein contained and shall not have remedied such breach or default in all respects within two months of the date of receipt by the Lessee of written notice from the Lessors (other than the Lessee) specifying such breach or default then it shall be lawful for the Lessors (other than the Lessee) to re-enter upon the Flat or any part or parts thereof in the name of the whole and to determine this Lease and the estate and interest of the Lessee herein and the Lessee to expel and remove but without thereby releasing the Lessee from any liability for any previous breach non-observance or non-performance of any of the said covenants conditions and restrictions PROVIDED HOWEVER that any such forfeiture or determination shall be void and of no effect unless a copy of the notice specifying the breach or default by the Lessee has been served on any registered mortgagee of this Lease within seven days after the date of service of such notice upon the Lessee.

20. THAT in the event of the Flat being destroyed or damaged by fire earthquake or from any cause whatsoever during the term hereby created the Lessee shall with all reasonable despatch repair and make good such destruction or damage to the reasonable satisfaction of the Lessors and the cost of so doing shall be borne by the Lessee ~~AND in the event of such destruction or damage occurring in respect of any part of the said building not held by a Lessee pursuant to any lease then the Lessors shall with all reasonable despatch repair and make good such destruction or damage and the Lessee shall bear a proportionate share of the cost of so doing.~~

Handwritten initials and marks:
No. 1
A.A.
C.P.W.
Q

21. THAT the Lessors shall not be liable to the Lessee or any other person for any water damage caused either by the overflow of the water supply to the said building or to the Flat or by rainwater entering the Flat.

22. THAT the Lessee shall have the right to let the Flat to a reputable and solvent subtenant provided that the Lessee shall ensure that the subtenant enters into a Tenancy Agreement with the Lessee whereby the subtenant covenants not to do or permit anything to be done in upon or around the Flat which if done or permitted to be done by the Lessee would constitute a breach of any of the covenants conditions and restrictions herein contained.

23. THAT in case of default by the Lessee at any time in the observance or performance of any of the covenants conditions and restrictions herein contained it shall be lawful for but not obligatory upon the Lessors or a majority of the Lessors (but without prejudice to any of the other rights powers or remedies of the Lessors) at the cost and expense of the Lessee in all things to pay all or any moneys and to do and perform all or any acts or things in the opinion of the Lessors or a majority of the Lessors reasonably necessary for the full or partial performance or observance of such covenants conditions or restrictions or any of them and if necessary or convenient for the purpose of exercising any of the powers herein conferred upon the Lessors to enter by servants agents contractors or workmen upon the Flat or any part thereof AND the Lessee will immediately on demand pay to the Lessors all moneys so paid by the Lessors and the costs charges and expenses of each performance and observance by the Lessors and until such payment the same shall be treated as an advance to the Lessee by the Lessors and shall bear interest at the rate of Ten dollars (\$10) per centum per annum computed from the date or respective dates of such moneys being expended until payment thereof to the Lessors PROVIDED HOWEVER that for the purposes of this Clause 23 the word "Lessors" shall be deemed to mean Lessors (other than the Lessee).

24. THAT in the event of this lease being determined or becoming determinable in the manner herein provided then in any such case:—

- (a) the Lessee shall at the direction of the Lessors sell his share in the fee simple of the said land to such person and at such consideration as may be nominated by the Lessors and shall execute all such documents as shall be required to complete any such sale; and
- (b) the Lessors shall use reasonable endeavours to obtain a fair market price for the Lessee's said share in the fee simple but shall not be liable to the Lessee in respect of any loss howsoever incurred; and
- (c) the proceeds of such sale shall be paid to the Lessors who shall be entitled to deduct therefrom all moneys owing by the Lessee to the Lessors and also all expenses and costs howsoever incurred by the Lessors in connection with the arranging of such sale and the completion thereof, and any balance of such proceeds shall be paid to the Lessee by the Lessors;

AND the Lessee doth hereby irrevocably appoint the Lessors to be the Attorneys of the Lessee for the purpose of doing any act matter or thing or executing any document required in connection with the sale of the Lessee's said share in the fee simple (in the event of the Lessee making default in so doing) and no person shall be concerned to see or enquire as to the propriety or expediency of any act matter or thing done or agreed to be done by the Lessors pursuant to this Clause AND the Lessee hereby agrees to allow ratify and confirm whatever the Lessors shall do or agree to do by virtue of any of the powers herein conferred on them PROVIDED HOWEVER that for the purpose of this Clause 24 the word "Lessors" shall be deemed to mean Lessors (other than the Lessee).

25. THAT there shall be no merger of this Lease with the Lessee's freehold estate in the said land.

26. THAT if any dispute or question or difference whatsoever shall arise between the parties to this Lease or their respective representatives or assigns or between one of the parties hereto and representatives of the other of them relating to these presents or any clause or anything herein contained or the construction hereof or as to duties or liabilities of either party in connection with the said land, ~~the said building~~ or the Flat or as to the use or occupation thereof then and in every such case the matter in difference shall be referred to arbitration in accordance with the Arbitration Act 1908 and its Amendments or any Act in substitution therefor.

Handwritten initials and marks:
A.A.
C.P.W.
Q

27. That notwithstanding any provision contained or implied herein, where any part of the Flat or the electrical and plumbing equipment drains or other amenities serving the Flat also relate to or serve (a) any other flat in any building erected on the said land or (b) any part of any such building which the Lessors are liable to maintain pursuant to this lease, then the same shall be maintained in good order condition and repair by the Lessee together with (a) the lessees of the other flats to which the same relate or which are served thereby and (b) the Lessors where the same relate to or serve any part of any such building AND the cost of so doing shall be borne by the Lessee, the lessees of such other flats and the Lessors as the case may be in such shares as may be fair and reasonable having regard to the use and benefit derived therefrom.

28. THAT in the event of the Lessee or any Lessor requiring any matter or thing to be done by the Lessors which the Lessors are empowered to do pursuant to the terms of this Lease or pursuant to their rights and powers as owners of the said land and the buildings thereon or which may be desirable for the efficient and harmonious administration of the said land and the buildings thereon the following procedure shall be carried out:—

- (a) Such Lessee or Lessor shall give notice thereof in writing setting out the proposed action and shall cause the same to be served upon all the other Lessors either personally or by leaving the same at or posting the same to the last known respective place of abode or address of the other Lessors and in the event of such notice being effected by post the same shall be sent by registered letter and service shall be deemed to have been effected on the day after posting thereof.
- (b) If the proposed action is not agreed to within fourteen days after the last date of service of the said notices that matter shall be deemed to be a question to be arbitrated pursuant to Clause 26 hereof.
- (c) That parties hereto shall be bound by any decision arrived at in accordance with the provisions of this Clause and the parties hereto shall give all reasonable assistance in the carrying out and implementation of such decision.

29. ~~THAT notwithstanding the provisions of Clause 28 hereof, any exterior painting of the said building shall be carried out in such a colour scheme as is agreed upon by the Lessors but if agreement cannot be reached then the colour scheme shall be as near as it is practicable to the existing colour scheme.~~

Handwritten initials and marks:
A.A.
C.P.W.
Q

30. THAT without negating the provisions of Sections 97 and 98 of the Land Transfer Act 1952, upon registration of a Memorandum of Transfer of the Lessee's interest hereunder to any Transferee, the Transferor shall thenceforth be released from all future liability whatsoever under the covenants and agreements herein expressed or implied but without releasing the Transferor from any liability which may have arisen hereunder prior to the registration of such Memorandum of Transfer and thenceforth after the registration of any such Memorandum of Transfer the obligations herein expressed or implied on the part of the Lessee shall in all respects devolve upon and be observed and performed by such Transferee, and the Lessors shall have no recourse to the Transferee's antecedents in title.

31. THAT wherever used in these presents:—

- (a) The expression "the Lessors" shall include and bind the person/s executing these presents as Lessors and all the Lessors for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessor and if more than one jointly and severally.
- (b) The expression "the Lessee" shall include and bind the person/s executing these presents as Lessee and all the Lessees for the time being under these presents and all the respective executors administrators successors assigns and successors in title of each Lessee and if more than one jointly and severally.
- (c) The expression "a majority of the Lessors" shall be deemed to mean any number of Lessors for the time being who together own more than an undivided one-half share in the fee simple of the said land.
- (d) Words importing one gender shall include the other gender as the case may require.
- (e) Words importing the singular or plural number shall include the plural or singular number respectively.

The Public Trustee as mortgagee under mortgage 904336/2 Hereby Consents to the within Lease but without prejudice to his rights remedies and powers under the said mortgage.

Dated the 21 day of December 1990

Correct for the purposes of the Land Transfer Act

[Signature]
Solicitor for the Lessee

Signed on behalf of the Public Trustee)
by the District Public Trustee for)
Christchurch Central and sealed with)
the latter's seal in the presence of:)

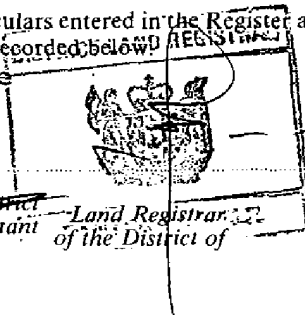
[Signature]
District Public Trustee for
Christchurch Central



[Signature]
Assistant District Public Trustee
Christchurch Central

Particulars entered in the Register at the date and at the time recorded below

I hereby certify, for the purposes of the Stamp and Cheque Duties Act 1971, that no lease duty is payable on this instrument by reason of the application of section 35(1) of that Act, and that the provisions of subsection (2) of that section do not apply.



[Signature]
Solicitor for Lessees

LEASE

Composite Certificate of Title issued for the Lessee's interest in within Lease and share in Fee simple Estate see Volume 34A Folio 233

REGISTER

11.48 22.JAN91 C 916796
PARTICULARS ENTERED IN REGISTER
LAND REGISTRY CANTERBURY
ASST LAND REGISTRAR

CAMERON & CO
Solicitors
Christchurch

Scope of Works

Claim Number CLM/2011/209231 Damage Location 2/125 SPRINGS ROAD, HORNBY, CHRISTCHURCH 8042

Claimant HEATHER RUSSELL Reviewed by (not reviewed)

Main Contact HEATHER RUSSELL Contact Address 2/125 SPRINGS ROAD, HORNBY, CHRISTCHURCH 8042

SOW Status Approved Reviewed on

Edited by

Elements included in settlement

<u>Location of damage</u>	<u>Damaged Feature</u>	<u>Damage</u>
Kitchen Ground Floor Main Dwelling -	Ceiling	Cosmetic Damage
		Cosmetic Damage
Lounge Ground Floor Main Dwelling -	Ceiling	Cosmetic Damage
		Cosmetic Damage
	Wall covering	Cosmetic damage
		Cosmetic damage

Ends

Summary

Imminent Loss?	
Claimant	HEATH PROPERTY LIMITED
Primary Contact	Mrs. HEATHER RUSSELL
Preferred Contact Method	Email
Email Address	xxxxxxx.xxxxxxxx@xxxxx.xx.xx
Loss Date	13/06/2011 12:00 AM
Notice Date	30/06/2011
Closed Date	26/03/2014
Closed Outcome	Paid
Damage Location	2/125 SPRINGS ROAD, HORNBY, CHRISTCHURCH 8042
Loss Cause	Earthquake
Related Event	Christchurch 10km SE, 11km, 5.5 (13/06/2011)
Processing Office	00 Hagley Middle 201009
Loss Adjuster	

Payment Prevention

- Building Payment
- Land Payment
- Contents Payment
- Claim Level Payment

Sensitive Claims

Hazards on Property	
Triage	06 Land and House and/or Contents - PAD or CMR - <\$30K
Mortgagee Name	ASB BANK
Mortgagee Status	Mortgagee on claim - may need authority

Financials

Claim Cost

O/S Estimate	-
Paid to Date	\$4,476.43
Recoveries	-
Remaining Recoveries	-
Total	\$4,476.43

Fees

O/S Fees Estimate	-
Fees Paid to Date	-
Recoveries	-
Remaining Recoveries	-
Fees Total	-

Overall Claim Settlement

Settlement Status	Claim Payments Complete
Opt Out	No
Referred to EQR	No
Approval Status	
Claim Settlement Figure	\$4,676.43
Claim Settlement Excess	\$200.00
Claim Net Settlement	\$4,476.43
Overall Basis of Settlement	Valuation
Overall Settlement Method	Pay Amount of Damage
Mult. Property Group Claim?	No
Last edited	29/07/2013 11:43 AM
Last saved	
Last author	

Exposures							
#	Coverage	Status	Cover Status	Cover Verification	O/S Estimate	Future Payments	Paid
1	Building	Closed	Verified	Reviewed/Accepted	-	-	\$4,476.43
2	Land	Closed	Verified	Reviewed/Accepted	-	-	-

Claim Contacts		
Name	Roles	Phone
ASB BANK	Mortgagee	
HEATH PROPERTY LIMITED	Insured, Claimant, Family Trust, Cheque Payee	
HEATHER RUSSELL	Main Contact	03-321-9685

Planned Activities			
Due	Priority	Subject	Assigned To
22/12/2017	Normal	Information request - DUE:22-11-2017 - allocated - 18-12-2017-	Oliver Maskell

Associated Claims		
Association	Type	Claims
L.A - 2/125 SPRINGS ROAD, HORNBY, CHRISTCHURCH 8042	Land Apportionment	CLM/2011/209231

Claim Checklist

Calculated Triage Rating
Imminent Loss? 06 Land and House and/or Contents - PAD or CMR - <\$30K

Building/Land Insurance Verified	Reviewed/Accepted
Property Type	Rental Property
Settlement Status	Claim Payments Complete

EQC CM Checklist

Address Matched?	Not Reviewed
Date of Lodgement within 3 months?	Not Reviewed
Documentation supports proposed settlement?	Not Reviewed
Date of Loss and Event Checked?	Not Reviewed

Field Checklist

Physical File Made Up?	No
Property has been inspected?	Yes
Emergency Works Approval from Claimant?	N/A
Engineer's Report Received?	N/A
IL Checklist Received?	N/A
Land within Act Limits?	N/A
Land Valuation Received?	N/A
Cost to Repair Land?	N/A
Cost to Remove IL Received?	N/A
SOW, Quote, Invoice Received?	Yes
Settlement Approval Received?	Yes
Copy of CSA sent to Claimant?	Yes
Statement of Claim?	No

EQC Funded Repair Checklist

Payment Assurance Letter for Claimant?	N/A
Payment Assurance Letter for Contractor?	N/A
Payment Assurance Letter for Engineer?	N/A

EQC Managed Repair Checklist

Claimant Agreement for EQC Managed Repairs?	N/A
NZS Repair Contract for EQC Managed Repairs?	N/A
IPENZ Agreement with Engineer for EQC Managed Repairs?	N/A

Updated By

comet-importer-03	28/10/2011
comet-importer-03	
Kelly [REDACTED]	31/07/2013
Kelly [REDACTED]	31/07/2013
Kelly [REDACTED]	31/07/2013

Latest Notes

By: Bradley [REDACTED] 27 Nov 2017 01:36 PM
Topic: Official Information Act **Confidential:** No
Related To: Issue 2017-11-24
Subject: Information request

PURPOSE: Request for information received on 24/112017 via EQC Call Centre email ACTION TAKEN: - Activity set for TSC queue. - Acknowledgement letter not created/ TF already given as per file note 24/11 - Emails requested from IT 27/11 CUSTOMER REQUEST: All information and correspondence NEXT ACTION: Await contact from TSCT Team within 20 working days. TECHNICAL AND STATUTORY COMPLAINTS TEAM ĵ WGTN

By: Amelia Scott 24 Nov 2017 02:49 PM
Topic: General **Confidential:** No
Related To: CLM/2011/209231
Channel: Email In
Subject: Info Email

Received email dated 24 November 20-17 from Heather Russell <xx@xxxxxxxx.xxx.xxx.xx> \$ccDocLink(8657880) REASON FOR EMAIL OIA request ACTION TAKEN Uploaded email to the claim Set Info Request activity Replied to Heather Russell

<xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx@xxxxxxxx.xxx.xxx.xx> to advise that I have requested the information to be emailed to her. 20 working day time frame. Apologised for any inconvenience that this causes. \$ccDocLink(8657883) NEXT ACTION OIA request to be actioned CUSTOMER CONTACT CENTRE TEAM WGTN

By: Kathryn [REDACTED] 24 Mar 2014 02:33 PM
Topic: Settlement **Confidential:** No
Related To: (2) Land
Subject: Flat Land Settlement Processing Complete

ACTION TAKEN: - Claim closed as damage apportioned to this event date is less than excess, as per Settlement Recommendation - Less than Excess letter drafted and correspondence checklist completed - Claim cleansed and no further action required FLAT LAND SETTLEMENT TEAM - HAMILTON PROCESSING CENTRE

By: Kathryn [REDACTED] 24 Mar 2014 02:32 PM
Topic: Settlement **Confidential:** No
Related To: (2) Land
Subject: Flat Land Settlement Recommendation

LAND APPORTIONMENT CLAIMS: CLM/2011/209231 SETTLEMENT CALCULATION: CLM/2011/209231 (DOL: 13/06/2011) Land Repair Costs: \$0.00 Land Valuation: \$0.00 Basis for Settlement: Repair Excess Applicable: \$0.00 (Nil Damage) Prior Payments: \$0.00 Net Settlement: \$0.00 SETTLEMENT RECOMMENDATION: CLM/2011/209231 - Nil Damage - Close Claim NEXT ACTION: - Nil Damage Claim Processed on CLM/2011/209231 - Close Claim FLAT LAND SETTLEMENT TEAM - HAMILTON PROCESSING CENTRE

By: Stephanie [REDACTED] 12 Feb 2014 05:30 PM
Topic: Correspondence Out **Confidential:** No
Related To: HEATHER RUSSELL
Subject: REQ FOR DOCS

PURPOSE I spoke to Heather yesterday and she requested CSOW and USOW for 4 of her properties. ACTION I have sent CSOW and USOW to xxxxxxxx.xxxxxxxx@xxxxx.xx.xx TO be peer checked and sent. NFAR CUSTOMER CONTACT TEAM WGTN

By: Joy [REDACTED] 10 Feb 2014 11:13 AM
Topic: General **Confidential:** No
Related To: CLM/2011/209231
Subject: Flat Land - Multi Complex Review

Shared land scenario view - combined damage less than excess. Please process for 'Less than Excess' letter. FLAT LAND POST INSPECTION PROCESSING TEAM

By: Vicki [REDACTED] 8 Nov 2013 11:26 AM
Topic: General **Confidential:** No

Related To: (2) Land
Subject: Flat Land Pack Preparation

Claim reopened for land exposure 2/125 SPRINGS ROAD, HORNBY, CHRISTCHURCH 8042 Master Flat Land claim set: CLM/2011/209231 Actions undertaken on primary claim: - Land exposure opened. - Set land reserve. Land apportionment association created. - QPID entered. Updated dispatch criteria and assessment status. - Property cleansed for dispatch to Field Team for Land Assessment - Pack with 125 Springs Road. EQC Flat Land Allocations Team

By: Travis [REDACTED] 27 Aug 2013 11:16 AM
Topic: General **Confidential:** No
Related To: CLM/2011/209231
Subject: MUB Claim Team - Not a Multi-Unit Building

A review of this building has been completed and it does not meet the criteria of a MUB. This dwelling can continue through the standard process. Referred for next action. MULTI UNIT BUILDING TEAM - CHCH PROCESSING CENTRE

By: Kelsey [REDACTED] 2 Aug 2013 04:10 PM
Topic: Correspondence Out **Confidential:** No
Related To: CLM/2011/209231
Subject: Payment

ACTION - Second check of customer pack complete. - \$4476.43 cheque and documents posted. - CSA changed from Draft to Final. CLAIMS SUPPORT - QUALITY APPROVALS - WGTN PROCESSING CENTRE \$ccDocLink(5161379)

By: Hayley [REDACTED] 1 Aug 2013 02:09 PM
Topic: Correspondence Out **Confidential:** No
Related To: CLM/2011/209231
Subject: Payment

Action: - Collated documents for payment \$4476.43 - First check of customer pack completed - CSA meets current guidelines. - Minor amendments made to CSA - Date Next Action: - Claims Support Quality Team to review customer pack before sending. CLAIMS SUPPORT TEAM - WGTN PROCESSING CENTRE Linked documents:\$ccDocLink(5161379)

By: Doreen [REDACTED] 31 Jul 2013 01:47 PM
Topic: Settlement **Confidential:** No
Related To: (1) Building
Subject: Payment Approval Review

I have undertaken a review in order to approve payment of the Building settlement. Reviewed: Documentation supporting payment, including settlement recommendation. Payment is supported by the Act Amount \$4,476.43 Payee Relevant Exposure Financials including reserves CSA letter Requirement to close exposure or claim I am satisfied that this payment is able to be released. Action taken: Approval of payment made CSA checked and status FINAL Workplan checked for requirement for additional approval Exposure and Claim closed Claims Payment Team Wellington

By: Kelly [REDACTED] 31 Jul 2013 10:38 AM
Topic: Settlement **Confidential:** No
Related To: (1) Building
Subject: PAYMENT RE-ISSUE

Payment Re-Issue Action: -As per previous note dated 30 Jul 2013, customer has informed that the building is not a MUB, and google maps confirms that building is not a structural multi-dwelling. WFC has instructed payment is to be re-issued. -Payment re-issued as per original settlement recomendatio dated 29 Jul 2013 Pay To The Order Of HEATH PROPERTY LIMITED Mailing Address 21 ELMWOOD DRIVE, PREBBLETON, CHRISTCHURCH 7604 Net Amount \$4,476.43 Next Action: -Await second approval Payment Approvals Team Wellington Processing Centre

By: Emma [REDACTED] 30 Jul 2013 03:52 PM
Topic: General **Confidential:** No
Related To: (1) Building
Subject: Payment Re-issue

ACTION: - I contacted the customer to confirm that property was not a MUB. - Customer advised property is a totally separate dwelling at the back of the section, also owned and insured separately. - Payment can proceed as per original payment note below. Settlement and Payments Team Wellington Processing Centre

By: Jessica [REDACTED] 30 Jul 2013 03:22 PM
Topic: General **Confidential:** No
Related To: CLM/2011/209231
Subject: Payment rejected

PAYMENT REJECTED Payment amount: \$4,476.43 Payee name/s: HEATH PROPERTY LIMITED Payment processed on: 29/07/2013 ACTION: -Agreement to reject payment recd from: Payment Approvals Team Supervisor -Payment reissued: No -CSA Amended: No -Payment referred back to processing payment creator to review and amend: No -Payment referred back to processing payment creator to review and reassign: Yes REASON FOR REJECTION: I have reviewed the above mentioned payment and can confirm it could not be approved because: * MUB potential - due to present activity for MUB review , no confirmation from customer located in notes following MUB correspondence and no rationale provided by payment creator - payment may not proceed at this time - unable to locate supporting evidence property is not a MUB NEXT ACTION: - Assign claim accordingly PAYMENT APPROVALS TEAM WELLINGTON PROCESSING CENTRE

By: Emma [REDACTED] 29 Jul 2013 11:46 AM
Topic: Settlement **Confidential:** No
Related To: (1) Building
Subject: Building Cash Settlement

As per Declaratory Judgement, every customer claim has reinstated EQC cover on this dwelling Fletcher ECM database dated 29/07/2013 checked As per Validated claim review: Total settlement: CLM 2011/209231 \$4676.43 Minus excess per settlement calculator -\$200 TOTAL SETTLEMENT \$4476.43 Duplicate search has been completed Associated claims have been reviewed Relevant supporting evidence is attached Payment made to: HEATH PROPERTY LIMITED Claim Settlement Advice letter drafted Postal address: 21 ELMWOOD DRIVE, PREBBLETON, CHRISTCHURCH 7604 Payment

method CHQ submitted for approval Settlement and Payments Team Wellington Processing Centre \$ccDocLink(3287485) \$ccDocLink(4901858) \$ccDocLink(5159590) \$ccDocLink(5161379)

By: Nicholas [REDACTED] 26 Jul 2013 07:56 PM
Topic: Settlement **Confidential:** No
Related To: (1) Building
Subject: Validation Completed

BACKGROUND: Insurance Confirmed ACTION: - Validated claim CLM/2011/209231 (13/06/2011) - SOW amount: \$4,676.43 - Most recent EQC Assessment date: 22/10/2011 - ECM database checked: Yes - Claim over \$10k +GST? No - Cheque payee (s) updated? Yes - Mortgagee Correct across all claims: Yes Claim ready to proceed with Building Settlement recommendation under \$15k NEXT ACTION: Have set activity "Review Building (Validation Completed)" to appropriate Settlement (Under \$15k Single Building) queue in 00 Hagley Middle VALIDATION TEAM & WGTN PROCESSING CENTRE \$ccDocLink(5159590) \$ccDocLink(4901858)

By: Note Creator 11 Jun 2013 11:13 PM
Topic: 90 Day Comms **Confidential:** No
Related To: (1) Building
Subject: Building- Multiple dwelling single customer

Bulk letter/email confirming status update provided to customer for building claim as part of 90 day communication campaign: multiple dwelling single customer (not a rest home or boarding house). Details of current status: EQC is currently reviewing approximately 20,000 dwelling claims to identify those that fall into the category of being a multi-unit building # two or more homes that share at least one common structure such as a wall, foundation, roof or garage. Explained that these claims are often highly complex and involve extra investigation, which means that some will take longer to resolve than stand-alone buildings. Repairs for one unit are likely to impact on the adjoining units. Because most units have different owners, different insurers and need different repairs, there is considerable complexity in resolving these claims. Details of next steps: To ensure EQC#s customers are not disadvantaged in any way by the repair or rebuild of an adjoining dwelling, all units that are part of a multi-unit building are now being reviewed as a whole building, as well as the individual unit. In all cases, this will require a further review (and in a small number of cases a re-inspection) so we can take repairs for the whole building into account. Timeframe: The outcome for all multi-unit building claims will be known by the end of this year. As soon as each of these claims is processed, EQC will call the customer to discuss the settlement options, which can include a cash settlement, referral to the Canterbury Home Repair Programme managed by Fletcher EQR, or referral to their insurer. See letter template saved to Call Centre Hub for further information. 90 Day Communication Project Team

By: Levi [REDACTED] 7 Jun 2013 12:17 PM
Topic: Settlement **Confidential:** No
Related To: (1) Building
Subject: Insurance Completed

Certificate of Title received Mortgagee is correct Updated Claim Contacts page \$ccDocLink(4901858) Insurance Confirmed Mortgagee has been reviewed and updated Claim is ready to proceed with Validation NEXT ACTION: Have set activity "Review Building (Insurance Completed)" to appropriate Settlement (Under \$15k Single Building) queue in 00 Hagley Middle VALIDATION TEAM & WGTN PROCESSING CENTRE

Claim: CLM/2011/209231

Released under the Official Information Act 1982

LO: EQK | Cmt: HEATH PROPERTY LIMITED | DoL: 13/06/2011 | St: Closed | EQC CM: Nilam [REDACTED]
Grp: 00 Hagley Middle 201009 | LA:

By: Melissa [REDACTED]
Topic: Title Search
Related To: CLM/2011/209231
Subject: ct and lease
ct and lease

6 Jun 2013 09:17 AM
Confidential: No

By: Marie [REDACTED]
Topic: Settlement
Related To: CLM/2011/209231
Subject: PERFORM TITLE SEARCH

30 May 2013 04:35 PM
Confidential: No

ACTION - Title search request sent? Yes - Date Sent: 31/05/2013 NEXT ACTION Have set activity "Review Building (Awaiting Title Search)" to appropriate Settlement (Under \$15k Single Building) queue in 00 Hagley Middle Validation Team Wellington Processing Centre

By: Alison [REDACTED] 8 May 2013 03:22 PM
Topic: Insurance **Confidential:** No
Related To: CLM/2011/209231
Subject: Insurance Verified

Insurance reviewed/accepted for the following claims: CLM/2011/209231 13/06/2011 INSURANCE TEAM

By: Liam [REDACTED] 8 May 2013 08:38 AM
Topic: Insurance **Confidential:** No
Related To: CLM/2011/209231
Subject: Insurance verified

Rosemarie at NZI Insurance verified the following Updated -Policy Type to REPLACEMENT - AREA BASED -Name house insured in to HEATH PROPERTY LIMITED -Policy number was 15-7316572-BPL -POLICY NUMBER IS 15 7969292 BPL - INCEPTION 27/05/2011. -Area Based - 60SQM -EQC LEVY \$30 -EQC Sum Insured to \$69,000.00 (Inc GST) Insurance updated for the following claims CLM/2011/209231 13/06/2011 Insurance Team

By: Richie [REDACTED] 17 Apr 2013 01:41 PM
Topic: Insurance **Confidential:** No
Related To: CLM/2011/209231
Subject: Insurance Details

Activity sent to Complex for Manual Processing on Claim CLM/2011/209231 General Insurance Team - Hamilton Processing Centre

By: Security Zone Implementation 4 Sep 2012 04:03 AM
Topic: General **Confidential:** Yes
Related To: CLM/2011/209231
Subject: SecurityZone Datafix

Apply Security Zone and call rebuild ACL function

By: comet-importer-03 comet-importer-03 22 Oct 2011 01:46 PM
Topic: General **Confidential:** No
Related To: CLM/2011/209231
Subject: General Overview

Single story two bedroom house with external garage on cross leased section. Metal weatherboard cladding, rolled metal roof, concrete slab. Minimal cosmetic damage to two rooms only. No damage to exterior or to garage. Only one EQC claim for this property, this is the first full assessment.

By: comet-importer-03 comet-importer-03 22 Oct 2011 01:34 PM
Topic: General **Confidential:** No
Related To: CLM/2011/209231

Subject: COMET Full Assessment Comments

Insurance Details Sighted: Insurer: IAG - NZI Insurance Policy Type: Dwelling Policy Number: 15-7316572-BPL Sighted: Yes -----
 Additional Mortgage: Mortgagee: ASB BANK ----- For repairs costing between \$10,000 and \$100,000 the claimant wishes to manage their own repairs? : No Buildings show signs of leaky home syndrome ? : No Property Sticker : No Sticker ----- Hazards: No hazards on site. Dwelling is habitable. ----- Main Dwelling Building Size: 56.44 Exterior Elements: Elevation (North Wall) - Comments: Steel sided versatile type cladding 10 x 2.4 Elevation (South Wall 12 lm) - Comments: Steel sided versatile type cladding 12 x 2.4 Elevation (West Wall 6.3) - Comments: Steel sided versatile type cladding 6.3 x 2.4 Elevation (East Wall 6.3 lm) - Comments: Steel sided versatile type cladding 6.3 x 2.4 Foundations (Concrete slab) - Comments: 60 m2 Roof (Rolled steel) - Comments: 65 m2 Ground Floor Bathroom -Comments: Stipple ceiling, painted walls, vinyl floor. Standard toilet, shower, single vanity. Aluminium window, internal door. Bedroom (Facing road) -Comments: Stipple ceiling, painted walls, carpet floor. Internal door, two aluminium windows. Hallway -Comments: Stipple ceiling, painted walls, carpet floor. No doors or windows. Laundry -Comments: Stipple ceiling, painted walls, vinyl floor. Aluminium window, external door. Bedroom -Comments: Stipple ceiling, painted walls, carpet floor. Aluminium window, internal door. Conservatory -Comments: Concrete slab, aluminium glass walls ----- Skyline Garage Building Size: 36.60 Exterior Elements: Elevation (All 4 Walls) - Comments: Steel sided versatile type cladding 5.8 x 2.4 square Roof (Rolled steel) - Comments: 36 m2 Foundations (Concrete slab) - Comments: 36 m2 Ground Floor Room (Other) -Comments: Unlined walls and ceiling, concrete slab, 2 steel tiltadoors ----- Inspection Sign Off Is there land damage? : No Landslip damage has been assessed on paper : No Has the contents schedule been left with claimant? : No Have the contents been sighted? : No In roof space : Yes On roof? : Yes Under sub floor? : No reasons : Concrete slab Recommend Declining Claim : No Event Apportionment 13 June 2011 : 100% 22 February 2011 : 0% 4 September 2010 : 0% 26 December 2010 : 0%

By: Datacom User78 30 Jun 2011 04:53 PM
Topic: Telephone **Confidential:** No
Related To: CLM/2011/209231
Subject: NEW CLAIM

DATAKOM CALL CENTRE: ASH REASON FOR CALL: -LODGING NEW CLAIM. DISCUSSED: -NEW CLAIM LODGED. ACTION TAKEN: -AWAITING ACTION FROM EQC

Loss Details

General

EQC CM Team	EQC CM - Hagley
Claim Manager	
Processing Office	00 Hagley Middle 201009
Loss Adjuster	
Settlement Method	Pay Amount of Damage
Settlement Status	Claim Payments Complete
Opt Out	No
Referred to EQR	No
Claim Validation Level	Ability to pay

Payment Prevention

Prevent Payment?

Sensitive Claims

Hazards on Property

Loss Details

Claim Number	CLM/2011/209231
Loss Cause	Earthquake
Related Event	Christchurch 10km SE, 11km, 5.5 (13/06/2011)
Date of Loss	13/06/2011
Loss Time	12:00 AM
Date of Notice	30/06/2011
Duplicate Claim?	Not a duplicate
Satisfaction Survey	Sent
Imminent Loss?	
Habitable?	Yes
Weatherproof?	Yes
How severe is the damage?	Serious
Calculated Triage Rating	06 Land and House and/or Contents - PAD or CMR - <\$30K

Damage Location

House Number	2/125
Street Name	SPRINGS ROAD
Suburb	HORNBY
Town/City	CHRISTCHURCH
Postcode	8042
CAU	587702 (WIGRAM)
TLA	CHRISTCHURCH CITY
Country	New Zealand
Validation status	Address matched exactly

Claimant(s) and Primary Contact

Claimant	HEATH PROPERTY LIMITED
Primary Contact	HEATHER RUSSELL
Relationship to Insured	Other

Repairer Details

Repairer Name	
Repair Actual Start Date	
Repair Actual End Date	

Flag Details

Flagged	Never flagged
Date Flagged	
Reason for Flag	

Damage To...

Land and/or Accessway	Yes
Floors	Yes
Roof/Roofspace	Yes
Ceilings	Yes
Toilets	Yes
Basins/Sinks/Baths	Yes
Chimney/Fireplace/etc.	Yes
Hot Water Cylinder	Yes

Associations		
Association	Type	Claims
L.A - 2/125 SPRINGS ROAD, HORNBY, CHRISTCHURCH 8042	Land Apportionment	CLM/2011/209231

Exposures						
#	Coverage	Cover Status	Status	O/S Estimate	Future Payments	Paid
1	Building	Verified	Closed	-	-	\$4,476.43
2	Land	Verified	Closed	-	-	-

Contacts							
Name	Roles	Phone	Address	Suburb	City	TLA	Postcode
ASB BANK	Mortgagee		PO BOX 35	SHORTLAND STREET	AUCKLAND	1140	
HEATH PROPERTY LIMITED	Insured, Claimant, Family Trust, Cheque Payee		21 ELMWOOD DRIVE	PREBBLETON	CHRISTCHURCH	CHRISTCHURCH CITY	7604
Mrs. HEATHER RUSSELL	Main Contact	03-321-9685	21 ELMWOOD DRIVE	PREBBLETON	CHRISTCHURCH	CHRISTCHURCH CITY	7604

Financials (Total Incurred: \$4,476.43): Summary

Exposure

	Remaining Reserves	Future Payments	Total Paid	Recoveries	Net Total Incurred
(1) Building - Building	-	-	\$4,476.43	-	\$4,476.43
Claim Cost	-	-	\$4,476.43	-	\$4,476.43
Unspecified Cost	-	-	\$4,476.43	-	\$4,476.43
	-	-	-	-	-
(2) Land - Land	-	-	-	-	-
Claim Cost	-	-	-	-	-
Unspecified Cost	-	-	-	-	-
	-	-	-	-	-
Claim Level	-	-	-	-	-
Fees	-	-	-	-	-
Fees	-	-	-	-	-
	-	-	-	-	-
Claim Total	-	-	\$4,476.43	-	\$4,476.43

Financials (Total Incurred: \$4,476.43): Transactions

Type	Date	Amount	Exposure	Coverage	Cost Type	Cost Category	Status	User
Reserve	30/06/2011	\$19,250.00	1 Building		Claim Cost	Unspecified Cost	Submitted	Datacom User78
Reserve	30/06/2011	\$1,500.00	Claim-level		Fees	Fees	Submitted	Datacom User78
Reserve	28/10/2011	-	1 Building		Claim Cost	Unspecified Cost	Submitted	comet-importer-03 comet-importer-03
Payment	29/07/2013	\$4,476.43	1 Building		Claim Cost	Unspecified Cost	Submitted	Doreen [REDACTED]
Reserve	31/07/2013	(\$14,773.57)	1 Building		Claim Cost	Unspecified Cost	Submitted	Doreen [REDACTED]
Reserve	01/11/2013	(\$1,500.00)	Claim-level		Fees	Fees	Submitted	Renee [REDACTED]
Reserve	08/11/2013	\$500.00	2 Land		Claim Cost	Unspecified Cost	Submitted	Vicki [REDACTED]
Reserve	24/03/2014	(\$500.00)	2 Land		Claim Cost	Unspecified Cost	Submitted	Kathryn [REDACTED]

Financials (Total Incurred: \$4,476.43): Cheques

Cheque Number	Pay To	Gross Amount	Issue Date	Scheduled Send Date	Status	Bulk Invoice
	HEATH PROPERTY LIMITED	\$4,476.43		31/07/2013	Requested	<none>

Documents									
Name	Category	Type	Status	Author	Size	Created	Date Modified	Deleted	
Email response to Heather R	Correspondence - Out	Claims Staff	Draft	Amelia [REDACTED]	68K	24/11/2017 02:53 PM		No	
Email received from Heather Russell	Correspondence - In	Claimant	Draft	Amelia [REDACTED]	44K	24/11/2017 02:49 PM		No	
CLM 2011 209231 Land Settlement Under Excess Letter	Correspondence - Out	Claimant	Draft	Kathryn [REDACTED]	25K	24/03/2014 02:33 PM	24/03/2014 02:34 PM	No	
2011-209231_Flat Land File Note	Report	Loss Adjuster	Draft	Gareth [REDACTED]	1.1M	20/12/2013 12:42 PM		No	
2011-209231_Flat Land Inspection Report Summary		Loss Adjuster	Draft	Gareth [REDACTED]	611K	20/12/2013 12:42 PM		No	
2011-209231_Flat Land Multi Complex Instruction	Report	Loss Adjuster	Draft	Gareth [REDACTED]	346K	20/12/2013 12:42 PM		No	
2011-209231_Flat Land Sketch	Report	Loss Adjuster	Draft	Gareth [REDACTED]	1.6M	20/12/2013 12:42 PM		No	
CSA Under 15K	Correspondence - Out	Claimant	Final	Emma [REDACTED]	64K	29/07/2013 11:46 AM	01/08/2013 02:08 PM	No	
CLM 2011 209231 - Calculation Checklist V5 8 26 07 2013	Other	Other	Draft	Nicholas [REDACTED]	30K	26/07/2013 07:56 PM	29/07/2013 11:41 AM	No	

Name	Category	Type	Status	Author	Size	Created	Date Modified	Deleted
233	Other	Other	Final	Melissa [REDACTED]	324K	06/06/2013	09:17 AM	No
clw11000.tif - Trapeze Desktop	Other	Other	Final	Melissa [REDACTED]	421K	06/06/2013	09:17 AM	No
Scope of Works (09/12/2011 11:50Report AM)		Estimator	Final	Rob [REDACTED]	6K	09/12/2011	11:50 AM	No

Snapshot: Loss Details

General

Claim Manager
 EQC CM Team
 Claim Validation Level New loss completion

Hazards on Property

Loss Details

Claim Number CLM/2011/209231
 Loss Cause Earthquake
 Related Event
 Allow Auto Event Linking? true
 Date of Loss 13/06/2011
 Loss Time 12:00 AM
 Date of Notice 30/06/2011
 How Reported New Claim Wizard
 Habitable? true
 Weatherproof? true
 How severe is the damage? Serious

Damage Location

House Number	2/125
Apartment/Unit Number	
Street Name	SPRINGS ROAD
Suburb	CHRISTCHURCH CITY
Town/City	CHRISTCHURCH
Postcode	7674
TLA	SELWYN DISTRICT
Country	New Zealand
Additional Address Details	

Claimant(s) and Primary Contact

Claimant	HEATHER RUSSELL
Primary Contact	HEATHER RUSSELL
Relationship to Insured	Self

Flag Details

Flagged	Never flagged
Date Flagged	
Reason for Flag	

Damage To...

Floors	Yes
Roof/Roofspace	Yes
Ceilings	Yes
Toilets	Yes
Basins/Sinks/Baths	Yes
Chimney/Fireplace/etc.	Yes
Hot Water Cylinder	Yes

Snapshot: Contacts

Name	Roles	Contact Prohibited?	Phone	Address	City	TLA	Postcode
HEATHER RUSSELL	Insured, Main Contact	No		21 ELMWOOD DRIVE	PREBBLETON	CHRISTCHURCH CITY	7604

Snapshot: Notes

Snapshot: Documents

Snapshot: Insurance Info

Building/Land Insurance Information

Insurance Company IAG - NZI Insurance
 Branch
 Broker/Agent ABBOTT INSURANCE
 Policy/Client Number 15-7316572-BPL
 Property Type Rental Property
 Name house insured in
 Notes

Contents Insurance Information

Insurance Company
 Branch
 Broker/Agent
 Policy/Client Number
 Name contents insured in

Notes

Oliver Maskell

From: EQC Info Mailbox
Sent: Friday, 24 November 2017 2:53 p.m.
To: 'Heather Russell'
Subject: Official Information Act Request

Dear Heather

Thank you for your email.

Official Information Act Request

I have requested the information to be emailed to you.

A response will be provided within 20 working days.

I am sorry for any inconvenience that this causes.

Further Information

If you require more information, please visit www.eqc.govt.nz or phone 0800 DAMAGE (0800 326 243) between 7am-9pm Monday-Friday and 8am-6pm on Saturday.

Please ensure you include your claim number when you enquire.

Yours sincerely

Amelia Scott | Customer Service Consultant | Customer & Claims
Earthquake Commission | *Kōmihana Rūwhenua*
0800 DAMAGE | info@eqc.govt.nz | PO Box 311, Wellington 6140
www.eqc.govt.nz

-----Original Message-----

From: Heather Russell [<mailto:fyi-request-6871-c72cxxxx@xxxxxxxx.xxx.xxx.xx>]
Sent: Friday, 24 November 2017 12:47 p.m.
To: EQC Info Mailbox
Subject: Official Information request - 2/125 Springs Road, Hornby - Request all EQC Claims information

Dear Earthquake Commission,

I would like copies of all information held by EQC relating to EQC claims at 2/125 Springs Road, Hornby. This includes Scope of Works, correspondence, documents and details of work carried out. Please also provide breakdown of all all payments made to date, for all claims i.e. complete file.

Yours faithfully,

Heather Russell

This is an Official Information request made via the FYI website.

Please use this email address for all replies to this request:
fyi-request-6871-c72c817c@requests.fyi.org.nz

Is info@eqc.govt.nz the wrong address for Official Information requests to Earthquake Commission? If so, please contact us using this form:

Released under the Official Information Act 1982

https://fyi.org.nz/change_request/new?body=eqc

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<https://fyi.org.nz/help/officers>

If you find this service useful as an Official Information officer, please ask your web manager to link to us from your organisation's OIA or LGOIMA page.

Oliver Maskell

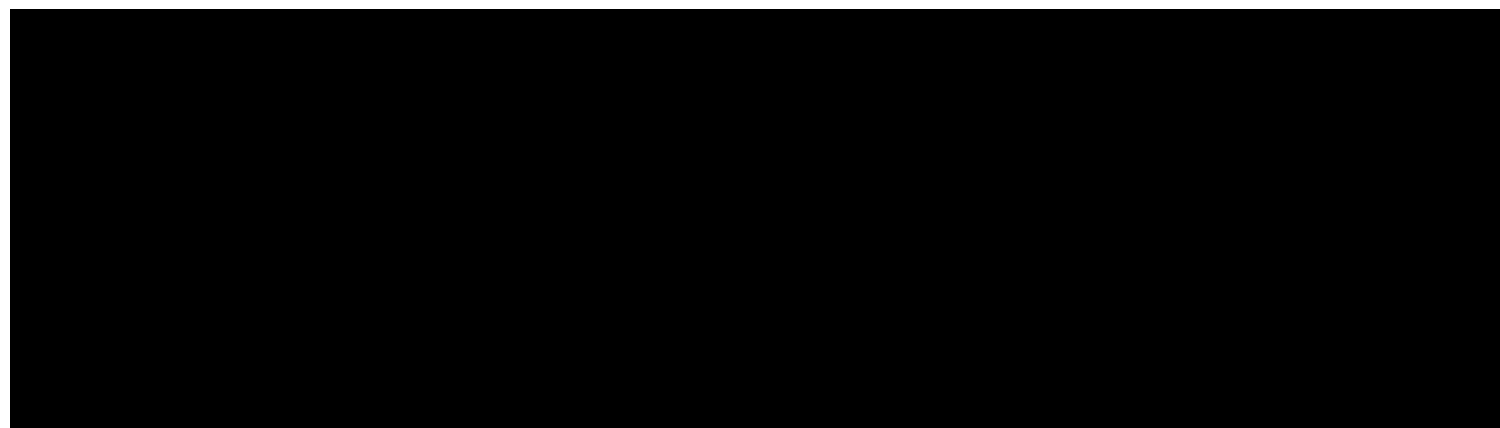
From: Sela [REDACTED]
Sent: Tuesday, 10 December 2013 3:56 p.m.
To: Debbie [REDACTED]
Subject: Checked out to Assessor prior to December

Hi Deb

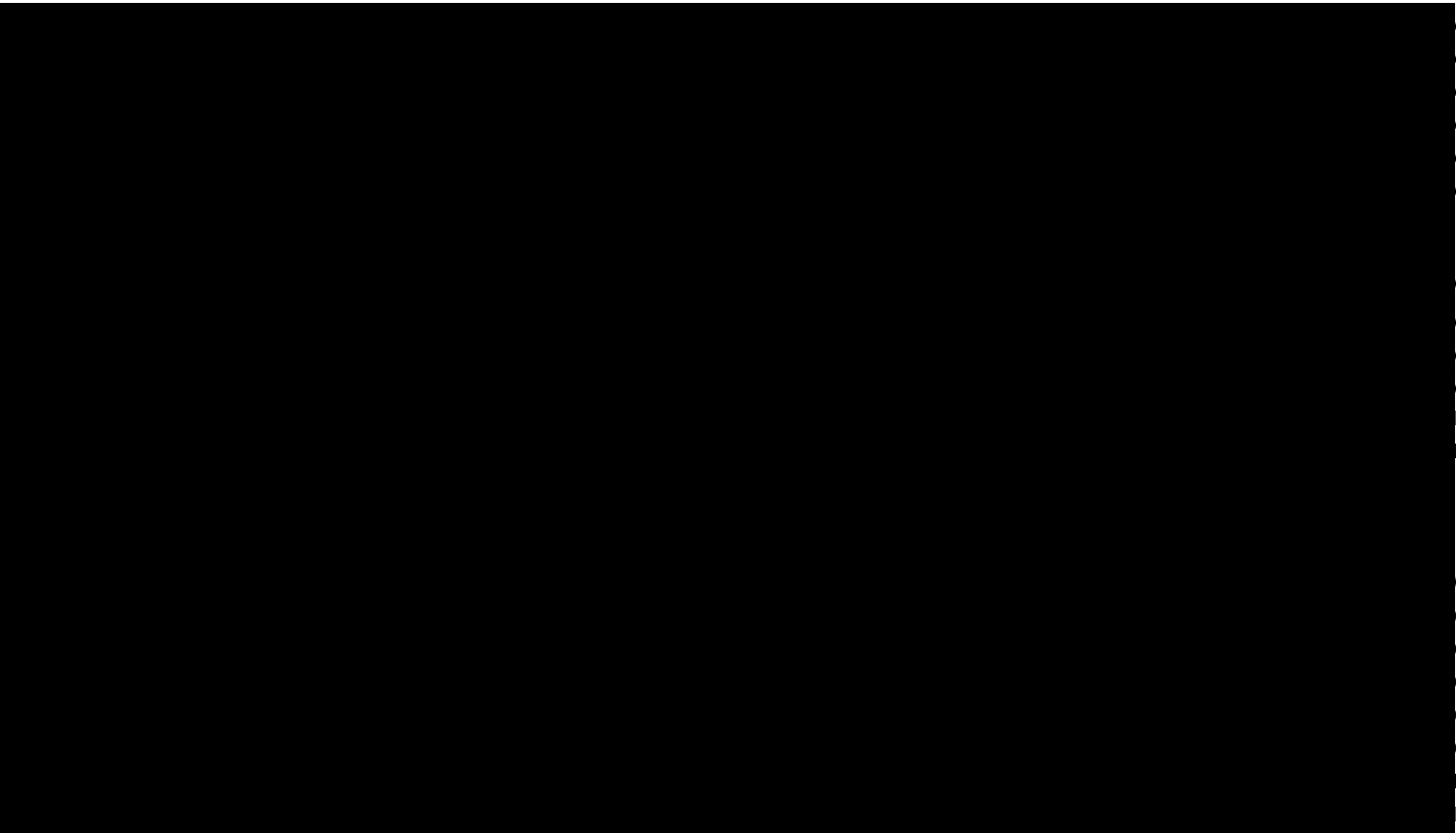
Can you please ask Steve to chase up the over checked out to assessor. Next Monday/Tuesday we will have make sure all files in the field is returned into office before they go on Christmas leave.

Thank you

Regard
Sela



CLM/2011/209231 checked out to assessor Brendan Rhodes dbanks001 2013-11-28 11:35:23 '2/125 SPRINGS ROAD H



Sela [REDACTED] Work Flow Coordinator | **Flat Land Allocation Team (Christchurch)**

Oliver Maskell

From: Liam [REDACTED]
Sent: Wednesday, 8 May 2013 3:41 p.m.
To: Alison N [REDACTED]
Subject: 2011/209231 please

Oliver Maskell

From: Liam [REDACTED]
Sent: Wednesday, 8 May 2013 8:51 a.m.
To: Alison [REDACTED]
Subject: RE: 2 [REDACTED] R&A Please

And the other one is done can you do 2011/209231

From: Alison [REDACTED]
Sent: Wednesday, 8 May 2013 8:37 a.m.
To: Liam [REDACTED]
Subject: 2011/125363 R&A Please

Oliver Maskell

From: Rosemarie [REDACTED]
Sent: Wednesday, 8 May 2013 8:07 a.m.
To: Christchurch Insurance
Subject: RE: Urgent - Policy Info (Att Liam)

Good morning Liam,

See below for my findings and verifications.

Thanks.

Rosemarie

Rosemarie [REDACTED]

Advisor I - NZI Support - Business Support NZI, 14 Show Place - level 2 West, Christchurch, New Zealand Postal 2159, Christchurch

T [REDACTED] E [REDACTED]

NZI, a business division of IAG New Zealand Limited

-----Original Message-----

From: Christchurch Insurance [<mailto:CInsurance@eqc.govt.nz>]

Sent: Tuesday, 7 May 2013 2:45 p.m.

To: Rosemarie [REDACTED]

Subject: Urgent - Policy Info (Att Liam)

Hi Rosemarie

Policy number:15-7316572-BPL -POLICY NUMBER IS 15 7969292 BPL - INCEPTION 27/05/2011.

Address: 2/125 SPRINGS ROAD, HORNBY, CHRISTCHURCH

CLM/2011/209231

13/06/2011 event

Policy type: REPLACEMENT AREA BASED

Name house insured in: HEATH PROPERTY LIMITED

Area/sum: 60 SQM

EQC levy paid: \$35.

Policy start date: 13/06/2011

Policy end date: STILL CURRENT TILL RENEWAL 20/07/2013.

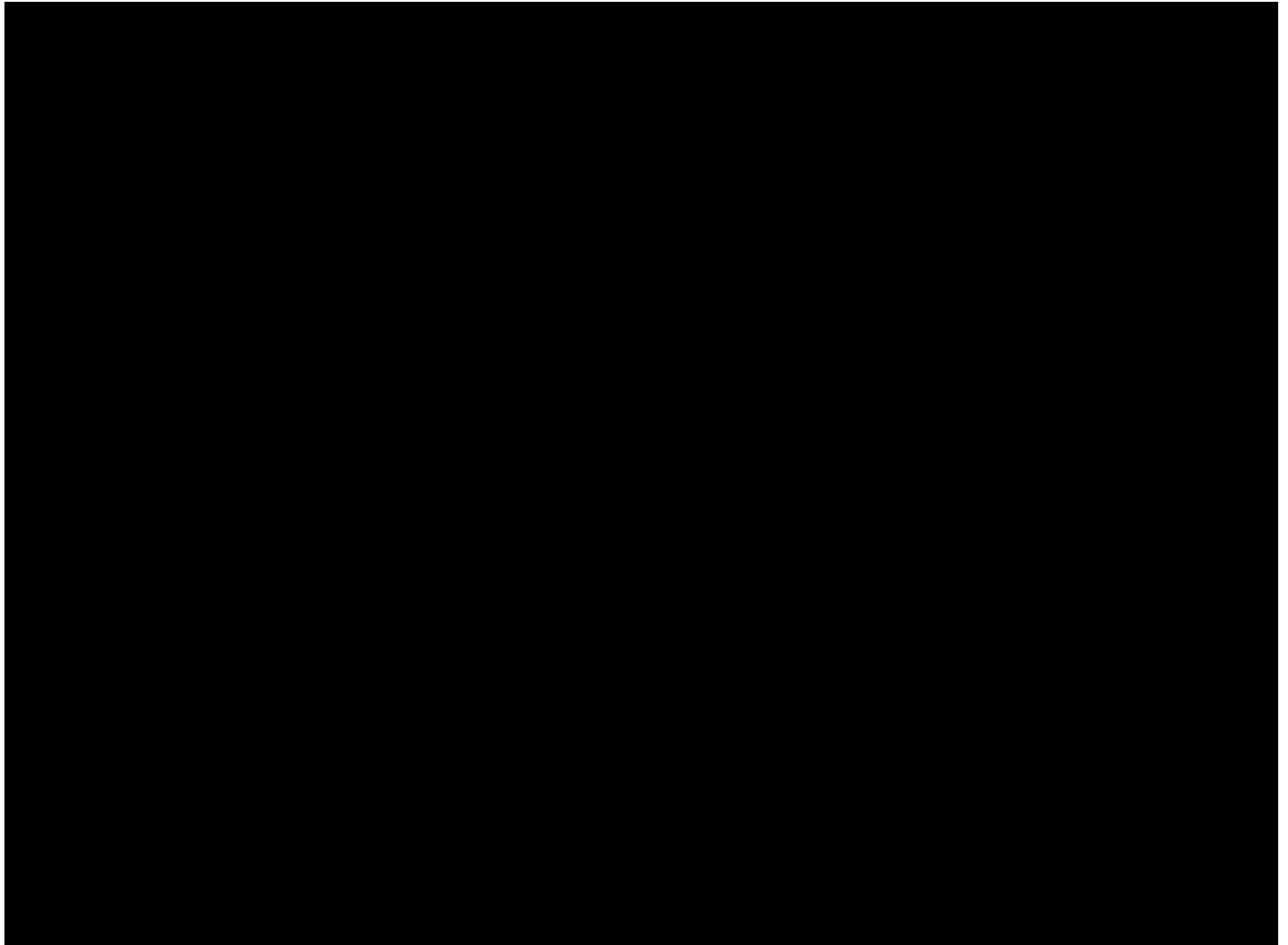
Cover top-up: YES.

EQC SUM INSURED \$60,000 PLUS GST.

Mortgagee: ASB BANK LIMITED

LANDLORD CONTENTS \$10,000.

and



Thanks

Liam

|Insurance Team|

Released under the Official Information Act 1982

[Description: Description: [cid:image002.jpg@01CD17DA.0756A280](#)]

For further assistance please phone EQC on 0800 326 243 for claim enquires or The Government Helpline on 0800 779 997 for information on other Government services and assistance available

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