

EQC

an insurer's guide to

EQC Cover



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Contacts

Training Enquiries

| | |
|--------------|---|
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| DDI | (04) 978-6409 |
| Mobile | (029) 978-6409 |
| Free phone | 0800 652-333 |

Premium Enquiries

| | |
|------------|---|
| Derek Gibb | Compliance Manager (dwgibb@eqc.govt.nz) |
| DDI | (04) 978-6410 |
| Mobile | (029) 978-6410 |
| Free phone | 0800 652-333 |

Claims Queries

To register claims, phone 0800 652-333 or 0800 326-243.

To enquire about a claim that has been lodged, phone 0800 508-765.

If you are unable to get the information you require from ringing the numbers above, then phone -

Rochelle Milne **Assistant Claims Manager (ramilne@eqc.govt.nz)**

| | |
|------------|----------------|
| DDI | (04) 978-6419 |
| Mobile | (029) 978-6419 |
| Free phone | 0800 652-333 |

Graham Booth **Claims Manager (grbooth@eqc.govt.nz)**

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| Mobile | (029) 978-6408 |
| Free phone | 0800 652-333 |

EQC Corporate Office

Level 20, Majestic Centre

100 Willis Street

PO Box 790

Wellington 6140

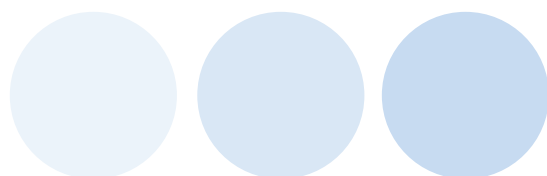
Phone (04) 978-6400

Fax (04) 978-6431

Claims 0800 326 243 or 0800 DAMAGE

Claims fax (04) 978-6432

Website www.eqc.govt.nz



EQCover

What is EQCover?

EQCover is EQC's natural disaster insurance scheme.

It insures homes, land and personal belongings against the following:

- ∞ Earthquakes,
- ∞ Landslips,
- ∞ Tsunami,
- ∞ Volcanic eruption,
- ∞ Hydrothermal activity,
- ∞ Storm or flood damage - **TO LAND ONLY.**
- ∞ Fire following any of the above.

Amount of Cover

House & Contents

EQC insures homes for their replacement value, up to \$100,000 + GST. Also covered are services the property owner owns (e.g. gas and water pipes).

EQC insures personal belongings (based on the private insurance company's policy conditions) up to \$20,000 + GST.

Property owners can get top-up cover from private insurers. Top-up cover insures the house or personal belongings above EQC's limits.

Residential Land

Residential land means, in relation to any residential building, the following property situated within the land holding on which the residential building is lawfully situated:

- a) The land on which the building is situated; and
- b) All land within 8 metres in a horizontal line of the building; and
- c) That part of the land holding which -
 - i) Is within 60 metres, in a horizontal line, of the building; and
 - ii) Constitutes the main access way or part of the main accessway to the building from the boundary of the land holding or is land supporting such accessway or part; and
- d) All bridges and culverts situated within any area specified in paragraphs a) to c) of this definition; and
- e) All retaining walls and their support systems within 60 metres, in a horizontal line, of the building which are necessary for the support or protection of the building or of any property referred to in any of paragraphs a) to c) of this definition.

How is a Dwelling Defined?

Any building that contains a toilet, bathroom, kitchen (including an oven) and sleeping facilities, and is capable of and intended to be used as a home, is defined as a dwelling.

These include:

- ∞ Houses,
- ∞ Flats,
- ∞ Apartments,
- ∞ Holiday homes,
- ∞ Rest homes.

Included are all outbuildings (such as garages and garden sheds) which are covered under the dwelling policy.

Serviced apartments, motel units and hotel rooms are not covered. However, staff and the manager's accommodation are covered - that's where they live, so they are dwellings.

Cost/Premium

EQCover costs five cents for every \$100 insured (0.05%). The maximum is \$50.00 + GST for cover of \$100,000 on the dwelling and \$10 + GST for cover of \$20,000 on personal belongings.

Cover for land is included at no cost.

| Excesses | Excess - % of claim | Min. payable | Max. payable |
|-------------------|----------------------------|---------------------|---------------------|
| Dwelling | 1 % | \$200 | \$1,125 |
| Personal property | - | \$200 | \$200 |
| Land | 10% | \$500 | \$5,000 |

Properties containing more than one residential unit

Buildings - \$200 multiplied by the number of dwellings in the building, or 1% of the amount payable, whichever is the greater.

For damage to the external structure or cladding of a building, and common areas of a building the above applies.

For internal damage to residential units, the excess applies to each unit damaged.

Land - \$500 multiplied by the number of dwellings in the residential building which is situated on the land, or 10% of the amount payable, whichever is the greater, to a maximum of \$5,000.



Section 28 of the Earthquake Commission Act

A "Section 28" notice is placed on a property title if EQCover has been cancelled or limited. EQC can only cancel or limit cover in specific circumstances as set out in the Third Schedule of the Earthquake Commission Act. EQC will advise, in writing, any person affected by the cancellation or limitation of EQCover and explain why it has done so. The notice continues to apply even if a property is sold.

In most circumstances EQCover can be reinstated and the property owner needs to contact EQC to find out what will have to be done, such as remedial works, in order to reinstate the Commission's cover.

Section 30 of the Earthquake Commission Act

Section 30 of the Earthquake Commission Act is headed, " Insurance otherwise than under this Act".

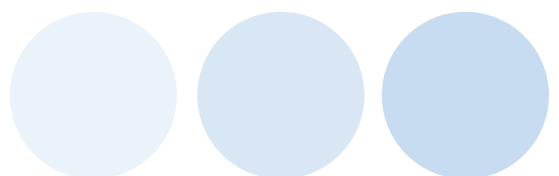
It relates to insurance contracts in which the policy states that there is ground up earthquake cover provided by an insurance company as well as EQC earthquake cover.

This means that the insurer's earthquake cover has not been restricted to over and above that provided by EQC.

In the event of a claim under such a contract, EQC would not pay as there is already an existing policy which states that earthquake cover is ground up and that policy takes precedence.

It is important to be aware that in contracts where EQCover is involved, and these may be straight domestic policies through to commercial contracts that have residential buildings on them, it must be made clear that the insurer's earthquake cover is over and above that provided by EQC.

EQC's premium also covers landslip, volcanic eruption, tsunami and hydrothermal activity. Consequently, the Commission's levy will be still be applied whether or not ground up earthquake cover has been specified.



Making a claim with EQC

Claimants must contact EQC within 90 days of the damage happening. **This 90 day rule is in statute and cannot be extended.**

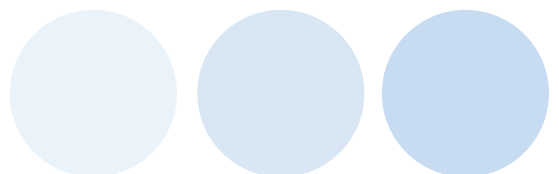
The EQC free phone number is 0800 326 243 or 0800 DAMAGE. Claims can also be lodged on the EQC website www.eqc.govt.nz. It is better for the claimant to do this rather than getting their broker, agent or insurance company to call.

EQC will ask the claimant for an idea of the extent of damage and whom they are insured with. EQC will tell them whether a loss adjuster will call to help with the claim or whether they can go ahead with getting repairs done. The Commission will follow this up in writing.

Claimants can:

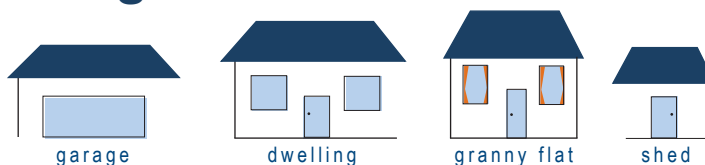
- ∞ Make temporary repairs for safety or to prevent further damage or discomfort.
- ∞ Get essential services like toilets and water systems repaired immediately, but they should keep everything the repairer replaces (and keep a copy of the bill).
- ∞ Clean up spillages or crockery and glass breakages (but they shouldn't throw anything not perishable away yet).
- ∞ Dispose of perishables like ruined or spilt food. (They should list the items as they bury, burn or dump them).

If possible, claimants should take photos before moving and repairing anything.



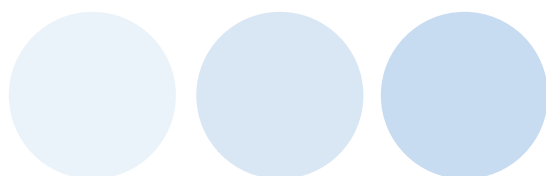
Calculating EQCover

Dwellings



EQCover is limited to \$100,000 + GST per self-contained dwelling. Included in the cap are all outbuildings which are covered under the dwelling policy.

| Example | EQCover |
|---|---|
| Replacement value = \$250,000. | \$100,000 + GST. |
| Replacement value, based on area of 220m ² . | Apply formula: 220m ² x \$1,000 = \$220,000. However, EQCover is limited to a maximum of \$100,000 + GST. |
| Indemnity value = \$ 60,000. Area unknown. | \$100,000 + GST. |
| Indemnity value of \$60,000. Area is 90m ² . | Apply formula: 90m ² x \$ 1,000 = \$90,000 + GST or \$100,000 + GST. |
| Dwelling with a self-contained granny flat. Replacement value for dwelling and flat = \$250,000. | \$100,000 + GST on each building. |
| Dwelling with a self-contained, detached granny flat. Replacement value based on area. Dwelling 200m ² , flat 80m ² . | Apply formula: 220m ² x \$1,000 and 80m ² x \$1,000 which equals \$220,000 and \$80,000 respectively. However, EQCover is limited to a max of \$100,000 + GST and \$80,000 + GST. |
| ∞ If the policy covers a residential property for a replacement sum insured, the size of the dwelling can't be used to calculate EQCover. | |
| ∞ If the granny flat is not self-contained, then the cover provided for it is included in the cap for the whole property. If the granny flat is occupied by a member of the family and not rented out, then cover is included in the cover for the main dwelling. | |
| ∞ If the granny flat is rented out, then EQCover applies as a separate dwelling. | |



Contents

EQCover for contents is limited to \$20,000 per policy.

In order to insure contents under one policy document, where there is intended to be more than one insured situation or where the insured situations contain personal property belonging to more than one person (where it is intended that the property should be separately insured, e.g. in the case of rest home residents); the following endorsement can be used:



“For the purposes of Section 20 of the EQC Act 1993, each situation (and/or identified resident) has a separate fire insurance contract in respect of each such situation or resident.”

This endorsement will then enable each situation or resident to have contents insured up to \$20,000 + GST.

Contents in storage

EQCover covers residential contents in storage, either temporarily stored (for up to 12 months, but could be longer if the intention is for the contents to return to a residential building) at a storage facility until they are then sent on to a new residential dwelling, or temporarily removed from a residential dwelling and then returning to that residential dwelling.

EQCover is still limited to \$20,000.

Contents in transit

If the insurer’s contents policy excludes cover while in transit, then there is no EQCover while the contents are in transit.

If a contents in transit policy is taken out and includes cover for fire, then EQCover applies.

Contents (including landlord’s contents) as a sum insured or as a policy extension

If the contents sum insured is listed on the policy as part of the schedule of property insured, EQCover should be included for up to \$20,000.

If the cover for contents is included as a policy extension, EQCover DOES apply.

If cover for contents is included in the dwelling sum insured, and there is an amount listed, EQCover applies and an extra charge should be made.

Contents - International Students Contents Cover

There are various schemes available for covering the contents of international students when they are studying in New Zealand. Unlike travel policies that cover contents while on holiday, this cover is generally for the period that they are residing and studying in New Zealand - general a year or more.

As cover is for contents that are in New Zealand, for students that are living in New Zealand, EQCover applies up to the maximum EQC cap of \$20,000 + GST per student and/or policy.

Mixed Usage Properties

Note: The examples below show the maximum cover available under the Earthquake Commission Act. They do not use the square metre formula.



| |
|-------------|
| apartment |
| apartment |
| apartment |
| apartment |
| apartment |
| retail shop |

Example 1

Five apartments and one retail shop in a building with a single owner and a replacement value of \$1,000,000.

EQCover is limited to \$100,000 per apartment. $5 \times \$100,000 = \text{EQCover of } \$500,000 + \text{GST}$.

As more than 50 percent of the building is occupied for residential purposes, EQC would cover damage anywhere in the building.

| | | |
|-------------|-----|-----|
| res | res | res |
| retail shop | | |

Example 2

Three flats and a retail shop in a building with a single owner and a replacement value of \$250,000.

EQCover is $\$250,000 + \text{GST}$.

As 50 percent of the building is occupied for residential purposes, EQC would cover damage anywhere in the building.

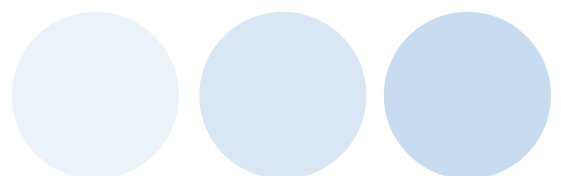
| |
|--------------|
| penthouse |
| offices |
| offices |
| offices |
| offices |
| retail shops |

Example 3

One apartment, offices and retail shops in a building with one owner and a replacement value of \$1,000,000.

EQCover is limited to \$100,000 per apartment. $1 \times \$100,000 = \text{EQCover of } \$100,000 + \text{GST}$.

Only damage to the apartment is covered by EQC as less than 50 percent of the building is occupied for residential purposes.



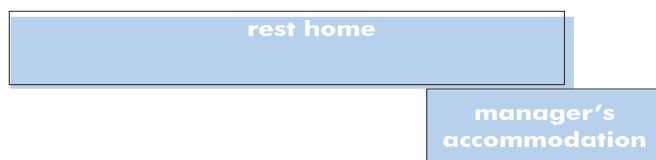
Body corporate buildings/ complexes

EQCover calculation scenarios for a complex of 12 apartments in a body corporate building

- ∞ Replacement value of building = \$2m.
EQCover = \$1.2m + GST (i.e. 12 x \$100,000 + GST).
- ∞ Replacement value of building = \$1m.
EQCover limited to \$1m + GST.
- ∞ Insured for indemnity only. Area of each apartment not known. EQCover is \$100,000 + GST per apartment, i.e. \$1.2m + GST.
- ∞ Insured for indemnity only. Each apartment is 85m². EQCover is limited to 85m² or \$85,000 + GST per apartment, totalling \$1,020,000 + GST.
- ∞ Excesses for damage to buildings containing multiple residential units, see Excesses on page 5.

| | |
|-------------|--------------|
| apartment 1 | apartment 7 |
| apartment 2 | apartment 8 |
| apartment 3 | apartment 9 |
| apartment 4 | apartment 10 |
| apartment 5 | apartment 11 |
| apartment 6 | apartment 12 |

Rest Homes



The rest home shown above is a single building, containing dormitory type accommodation, and full accompanying facilities. The building also includes self-contained accommodation for the owner/manager.

EQCover would be \$100,000 + GST for the rest home part and \$100,000 + GST for the owner's/manager's accommodation.

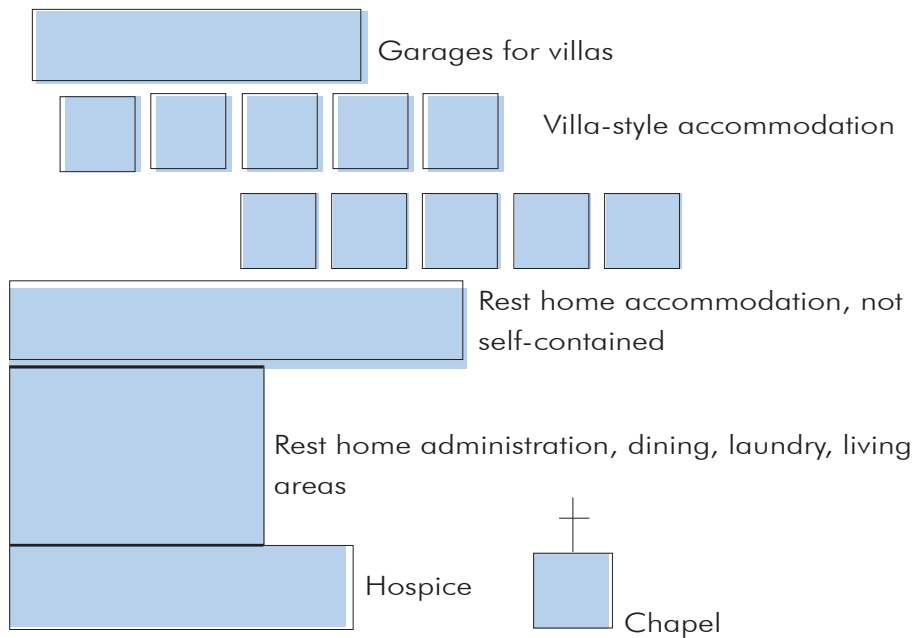
Contents of the rest home (plant and equipment) and contents of the manager's accommodation can be covered for up to \$20,000 + GST each.*

If the residents' effects are covered by the rest home policy, each resident is able to obtain up to \$20,000 + GST of cover so long as the number of residents is specified in the policy.*

* Please refer to page 9 for a full explanation of EQCover on contents.



Retirement Villages & Rest Home Complexes



EQCover calculations for retirement villages & rest home complexes

| Example | EQCover | EQCover S/I |
|---|--|--------------------------------------|
| Villa-style accommodation | Up to \$100,000 + GST each | \$1,000,000 + GST |
| * Villa contents | Up to \$20,000 + GST each | \$200,000 + GST |
| Garages | Included in cover for villas | - |
| Rest home accommodation/administration, dining etc. | Equates to one self-contained dwelling | \$100,000 + GST |
| * Rest home contents - includes plant/equipment/stock | Up to \$20,000 + GST | \$20,000 + GST |
| * Rest home residents' effects | Up to \$20,000 + GST each | \$20,000 + GST x number of dwellings |
| The chapel and hospice are not covered | | |

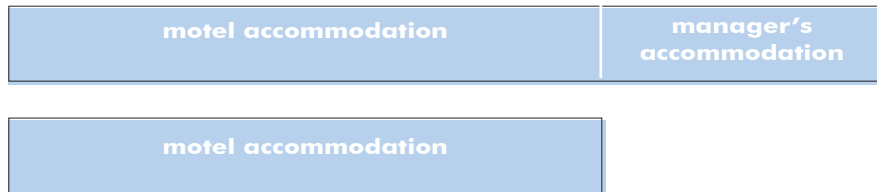
- * In order to insure contents in more than one situation under the same policy or residents' effects, the following endorsement can be used,
- "For the purposes of Section 20 of the EQC Act 1993, each situation (and/or identified resident) has a separate fire insurance contract in respect of each such situation or resident."

This endorsement will then enable each situation or resident to have contents insured up to \$20,000 + GST.

Excesses for damage to buildings containing multiple residential units, see Excesses on page 5.

Holiday Accommodation

Motels



EQCover is limited to \$100,000 + GST for the manager's accommodation.

Boarding Houses, Serviced Apartments and Time-shares

Boarding houses, serviced apartments and time-shares are not covered by EQC unless:

- ∞ they are the manager's flat; or
- ∞ if the owner/manager's part of the accommodation is greater than 50 percent.

In a boarding house which has a manager who uses one of the bedrooms (not self-contained), there is no EQCover.

In a building that has both serviced and owner-occupier apartments, EQCover applies to the owner-occupier apartments but not to the serviced apartments.

The 30-day rule (serviced apartments and time-shares)

It would appear that in some localities, once summer is over, serviced apartments and time-shares revert to long term permanent rentals.

If the apartment is rented long term (for more than 30 days consecutively) then it is a permanent home for that period and EQC's cover can apply.

To determine whether EQCover is applicable, the 50 percent rule applies. That is, if over a year, the majority of the time the building is used as a time-share or serviced apartment then EQCover DOES NOT apply. If the majority of the time it is used as long term accommodation, then EQCover DOES apply.

Bed and Breakfast Accommodation (B & B's)

EQCover does apply to a B&B where the owner still lives in the house but rents out a couple of bedrooms and where the owner's usable space is more than 50 percent of the property. Even if both the owner and guests both use the same areas, EQCover would apply as long as the space used by the owner is more than 50%.

Example 1.

A 200m² B&B with four bedrooms - three bedrooms with a total floor area of 60m² are available for guests. This is 75% of bedrooms but only 30% of floor area.

EQCover applies as the owners' useable space is more than 50% of the property.

Example 2.

A two-level B&B with downstairs available for guests, containing two bedrooms, lounge etc, with a total floor area of 100m². The upstairs, for family use only, has two bedrooms, lounge, kitchen etc, and a total floor area (90m²) only.

EQCover applies to the upstairs area (90m²) only.

Example 3.

Property has two buildings on it, one for guests and one for owners, only the owners building is covered even if the guests have to use the bathroom and/or kitchen in the owners residence.

Holiday Homes

EQC can provide cover for holiday homes that are rented out if the intention of the owners is to use it whenever they wish and they store their own possessions there, no matter how minimal the use is.

When EQCover on holiday homes DOES NOT apply

- ∞ If the holiday home is set up purely as a commercial enterprise and the owners do not use it or intend to use it for their own purposes, then EQCover **DOES NOT** apply.
- ∞ If an organisation owns holiday homes purely for the benefit of their members, and these members pay to stay in the holiday homes, EQCover **DOES NOT** apply.

Fractional Ownership

Recently a new way of purchasing residential property, by "fractional ownership", has become increasingly popular.

With fractional ownership the residential property is broken up into a set number of shares and each of these shares is sold. These residential properties are generally larger (more valuable) dwellings on coastal land or inland rural estates.

Unlike timeshares where each purchaser is given the right to only use the property for a set number of weeks per year or at a set time, fractional ownership means the shareholders themselves decide how the property is to be used, including how or when each shareholder can use it.

If the property is still being used as a residential house or holiday home by the owners then EQC will continue to cover it.

If it is going to be used only for a holiday let or as a bed and breakfast for example, then EQCover does not apply.

Caravans

There are two distinct types of caravan type accommodation.

Example 1.

The caravan is able to be towed to a camp site and is then towed away once the holiday is over. **EQCover does not apply.**

Example 2.

Caravans that are towed or delivered to a site and are:

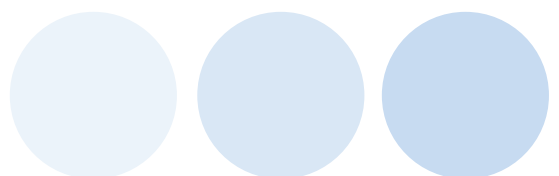
- ∞ self contained (see Page 5 for definition)
- ∞ connected to local services or have their own ability to be self sufficient
- ∞ cannot be moved (wheels removed, fixed to pile structure)

EQCover does apply.

If these caravans are insured for “market value” or indemnity value, EQCover is automatically \$100,000 or if the size of the caravan is known that size x \$1000 per sqm.

If caravan is insured for replacement, EQCover is limited by the cap of \$100,000. If the replacement sum insured is for example \$30,000, EQCover would also be \$30,000.

See page 8 for a complete example on calculating EQCover on residential buildings.



Contract Works Policies

In cases where a dwelling cannot be lived in (such as undergoing extensive renovations or conversion to flats), EQCover does not apply. The building needs to be fully insured under a contract works policy.

If the renovations/alterations do not affect the self contained nature of a dwelling and it can still be lived in, EQCover will apply under the contract works policy.

Show homes

EQC does not provide cover for dwellings that are purely used to showcase a product or design as there is no intention that they will be lived in as a residential building.

If the dwelling however is capable of being lived in, is on the market to be sold and the intention is that once it has sold it will be lived in, EQCover does apply.

Dwellings in transit

No cover applies to dwellings in transit. Once the house has been resited and is capable of being lived in then EQCover reapplies.



Offshore Placements

Sometimes an intermediary in New Zealand or offshore arranges off-shore cover for residential property located in New Zealand .

EQCover still applies in this situation and remittance of the EQC premium is made direct to EQC, generally within 60 days of the inception/expiry date of the cover (unless other arrangements have been made).



EQCover direct with EQC

There are situations where clients don't want fire insurance cover on their residential property or are unable to purchase insurance via an insurance company, but still wish to have the cover provided by EQC.

In situations like this EQC corresponds either directly with the client or through an intermediary.

EQCover provided in this manner is exactly the same as that provided as part of a fire contract through an insurance company. Any exclusions or property title notations such as Section 74 of the Building Act, still apply.

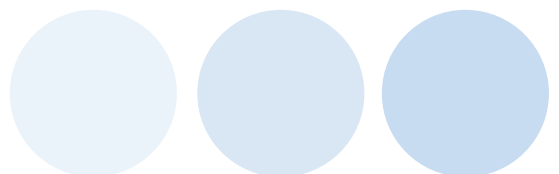
There is a surcharge on the normal EQC premium for placing cover direct with EQC.

Details required are :

- ∞ Client's name,
- ∞ Postal address,
- ∞ Address of the property to be insured (dwelling and contents),
- ∞ The amount of replacement cover required, including whether there are one or more units in a residential building or a lower contents amount than the EQC limits,
- ∞ Period of insurance.

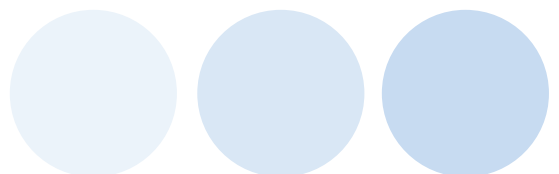
If you have any enquires or would like further information about either offshore placements or cover direct with EQC, please contact:

Derek Gibb
Compliance Manager
Phone: 04 978-6410 or
Email: dwgibb@eqc.govt.nz



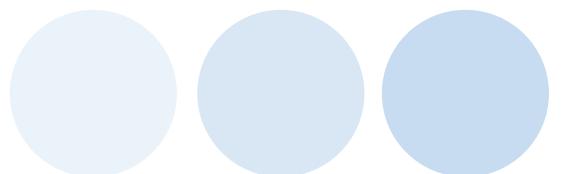
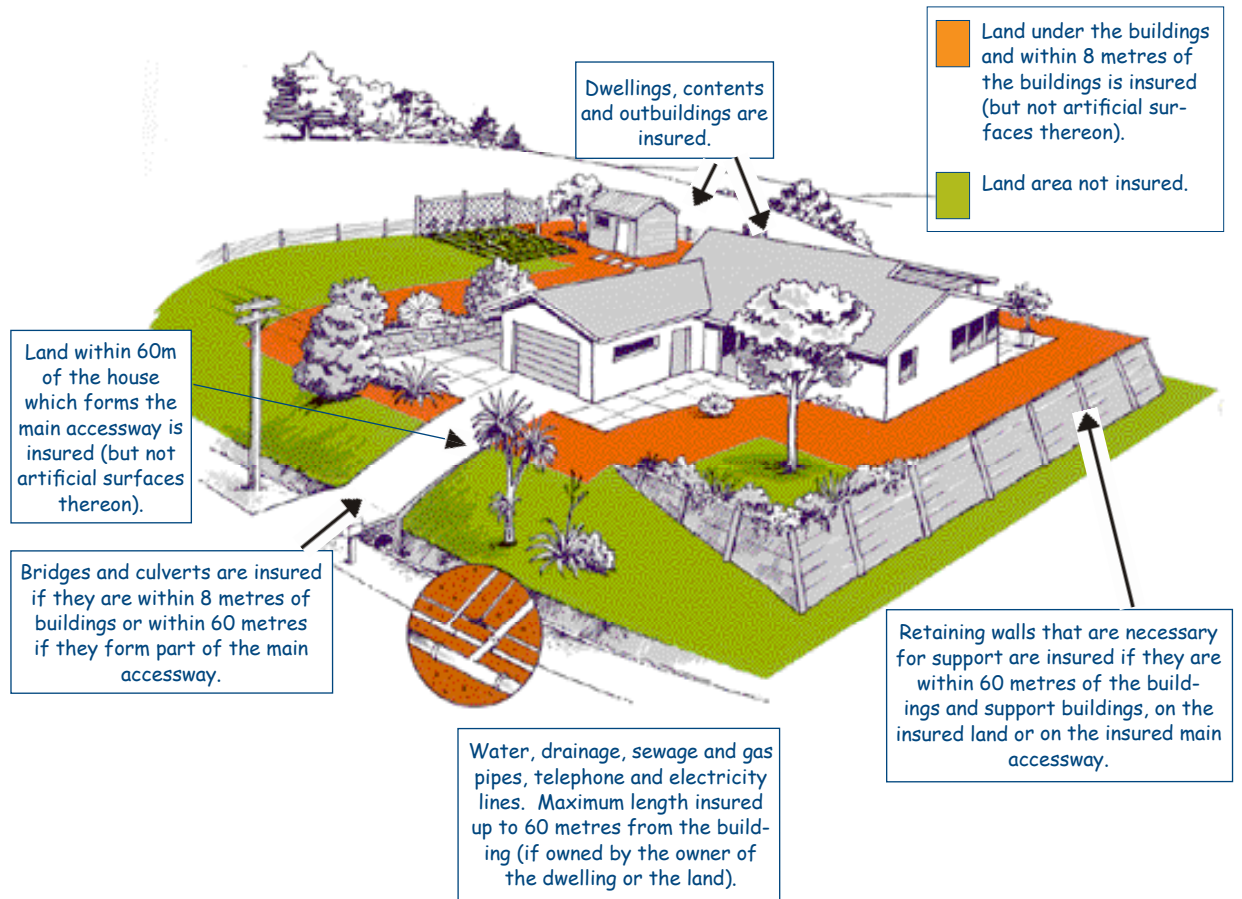
Property not insured by the EQC Act

1. **Any property that is not tangible property.**
2. Any **motor vehicle** (being a vehicle drawn or propelled by mechanical power), or any parts of, or accessories to, a motor vehicle.
3. Any trailer (being a vehicle without motive power that is capable of being drawn or propelled by a motor vehicle and that is not being used as a dwelling), or any parts of, or accessories to, a trailer.
4. Any vessel (being anything made to float, whether it is fixed or free, and whether or not it has any means of propulsion), or any parts of, or accessories to, a vessel.
5. Any aircraft, or anything in or on an aircraft.
6. Any bush, forest, tree, plant, or lawn.
7. Any growing crops (including fruit trees and vines) or cut crops in the open fields.
8. Any explosives.
9. Any animals, including livestock and pets.
10. Any road, street, drive, **path**, bridge, or culvert other than a gangway, ladder, access platform, or other form of access, constructed in a residential building or being an integral part of a residential building.
11. Any drain, channel, tunnel, or cutting, unless used to connect parts of one or more residential buildings.
12. Any dam, breakwater, mole, groyne, **fence**, pole, or wall that does not constitute an integral part of a residential building.
13. Any reservoir, **swimming pool**, bath, spa pool, tank, or water tower other than-
 - a) A reservoir, swimming pool, bath, spa pool, tank or water tower that constitutes an integral part of, and that is within, a residential building; or
 - b) A reservoir or tank used in a residential building as a storage vessel for any liquid product; or
 - c) A water tank forming part of the water supply to a residential building; or
 - d) A septic tank.
14. Any tennis court, whether inside or outside and whether lawn or not.
15. **Any jetty, wharf, or landing.**
16. **Any paving or other artificial surface.**
17. Any jewellery, precious stones, money, works of art, securities, documents, or stamps.
18. **The costs of staying somewhere else temporarily after an earthquake or natural disaster.**



EQ Cover Diagram

A guide to property insured by the Earthquake Commission Act 1993



Section 74 of the Building Act 2004

The following notice is posted on EQC's website.

Conditional Building Consent Issues

Do you have a building consent issued subject to **Section 74 of the Building Act 2004** or **Section 36(2) of the Building Act 1991**?

If you do, there will be an entry on your certificate of title which indicates that the land within that certificate of title is likely to be subject to specified natural hazard/s.

Your local council will have required this entry to be placed on the certificate of title as a condition of consent for building work on your property. If you have any queries about the conditional consent and the entry on your title, you will need to talk to the council in question. The Earthquake Commission does not have any authority in relation to that entry or the consent conditions.

Implications for the Earthquake Commission's cover

The Earthquake Commission Act 1993 (Schedule 3, clause 3(d)) gives the Earthquake Commission a discretion to decline, or meet part only of, a claim where the certificate of title for the affected property contains such an entry. Whether the Earthquake Commission will actually decline part or all of a claim on this ground depends in part on the nature of the hazard and the natural disaster that may occur.

If you have any queries about your cover under the Earthquake Commission Act, please call our free phone number (for both land-line and mobile phones) on 0800 652 333. It will help us to answer your query if you find out from the Council the nature of the hazard specified on your title before you call the Commission.

In some instances private insurers provide cover for natural disaster damage beyond the maximum cover provided by the Earthquake Commission. An entry on your certificate of title subject to Section 72 of the Building Act 2004 or Section 36(2) of the Building Act 1991 may also affect that top-up insurance. We suggest that you contact your private insurer to find out whether this entry will affect your insurance with them.

Building Act 2004

72. **Building consent for building on land subject to natural hazards must be granted in certain cases-**

Despite section 71, a building consent authority must grant a building consent if the building consent authority considers that-

- a) the building work to which an application for a building consent relates will not accelerate, worsen, or result in a natural hazard on the land on which the building work is to be carried out or any other property; and
- b) the land is subject or is likely to be subject to 1 or more natural hazards; and it is reasonable to grant a waiver or modification of the building code in respect of the natural hazard concerned.

73. **Conditions on building consents granted under section 72-**

- 1) A building consent authority that grants a building consent under section 72 must include, as a condition of the consent, that the

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- building consent authority will, on issuing the consent, notify the consent to,-
- a) in the case of an application made by, or on behalf of, the Crown, the appropriate Minister and the Surveyor-General; and
 - b) in the case of an application made by, or on behalf of, the owners of Maori land, the Registrar of the Maori Land Court; and
 - c) in any other case, the Registrar-General of Land.
- 2) The notification under subsection (1)(a) or (b) must be accompanied by a copy of the project information memorandum that relates to the building consent in question.
 - 3) The notification under subsection (1)(c) must identify the natural hazard concerned.

74. **Steps after notification-**

- 1) On receiving a notification under section 73,-
 - a) the Surveyor-General or the Registrar of the Maori Land Court, as the case may be, must enter in his or her records the particulars of the notification together with a copy of the project information memorandum that accompanied the notification:
 - b) the Registrar-General of Land must record, as an entry on the certificate of title to the land on which the building work is carried out,-
 - i) that a building consent has been granted under section 72; and
 - ii) particulars that identify the natural hazard concerned.
- 2) If an entry has been recorded on a duplicate of the certificate of title referred to in subsection (1)(b) under section 641A of the Local Government Act 1974 or section 36 of the former Act, the Registrar-General of Land does not need to record another entry on the duplicate.
- 3) Subsection (4) applies if a building consent authority determines that any of the following entries is no longer required:
 - a) an entry referred to in subsection (1)(b):
 - b) an entry under section 641A of the Local Government Act 1974:
 - c) an entry under section 36 of the former Act.

Earthquake Commission Act 1993 - Third Schedule

Circumstances where Commission may decline claim-

"The Commission may decline (or meet part only of) a claim made under any insurance of any property under this Act where-

...

(d) The certificate of title for the land comprising the property, or on which the property is situated contains an entry under section 36(2) of the Building Act 1991 [or an entry under section 74 of the Building Act 2004];"