

MEMORANDUM OF UNDERSTANDING

between the

**MINISTRY OF BUSINESS, INNOVATION
AND EMPLOYMENT**

and

THE EARTHQUAKE COMMISSION

and

**SOUTHERN RESPONSE EARTHQUAKE
SERVICES LIMITED**



Parties

Ministry of Business, Innovation and Employment through the business unit known as the Greater Christchurch Claims Resolution Service (*GCCRS*);

Earthquake Commission (*EQC*); and

Southern Response Earthquake Services Limited (*Southern Response*)

Greater Christchurch Claims Resolution Service

- 1 The Ministry of Business, Innovation and Employment has established a business unit known as the Greater Christchurch Claims Resolution Service to provide independent facilitation and advisory services to homeowners who have outstanding or potential residential insurance claims relating to the Canterbury earthquake sequence.

Partnering spirit

- 2 The parties will work together in a partnering spirit to ensure the success of the GCCRS and the prompt, fair and correct resolution of all EQC and Southern Response insurance claims relating to the Canterbury earthquake sequence.
- 3 In doing so, the parties' relationship will be governed by the following principles:
 - 3.1 Customer-centricity: the customer will be supported by GCCRS in the assessment, management and resolution of their insurance claims;
 - 3.2 Transparency and open communication between the parties;
 - 3.3 Co-ordination of all agencies and parties involved in an insurance claim;
 - 3.4 Flexibility in outcomes and processes for achieving those outcomes;
 - 3.5 Timeliness, particularly in relation to sharing information and responding to requests for further information; and
 - 3.6 Achieving the best resolution for customers consistent with the Earthquake Commission Act 1993 and/or the applicable insurance policy.
- 4 The parties have agreed the GCCRS Homeowner Charter that is attached as Schedule One to this MOU.

Relationship between the parties

- 5 GCCRS will operate as an interface between GCCRS customers and EQC and Southern Response, facilitating a better and more transparent claim settlement process for GCCRS customers.
- 6 EQC and Southern Response (as applicable) will deal with customers who have engaged GCCRS's assistance.
- 7 EQC, GCCRS, and Southern Response retain their full autonomy and governance. While the parties will work collaboratively at all times:
 - 7.1 GCCRS cannot bind EQC or Southern Response in any way or make any representations on their behalf;

7.2 Nothing in this MOU or the operation of GCCRS constitutes a delegation of any statutory or other power or right to GCCRS (under s73 of the Crown Entities Act or otherwise); and

7.3 No party is liable for any act or omission of another, except as agreed in writing.

8 The parties will cooperate to categorise claims that involve GCCRS, and will work together to identify the best pathway for the homeowner. Any disagreement regarding the categorisation of claims will be resolved in accordance with paragraphs 19 to 21.

Cost sharing

9 The parties anticipate that the cost of establishing and operating GCCRS will be shared between them in a manner to be agreed.

Information sharing

10 The parties acknowledge that the timely sharing of complete, up-to-date, accurate and relevant information relating to Customers' insurance claims is pivotal to the successful operation of GCCRS and the prompt, efficient and effective resolution of those claims.

11 Schedule Two to this MOU sets out the framework and principles under which EQC and Southern Response will provide data, information and documents to GCCRS.

Governance

12 The parties agree to establish a Collaboration Group that is responsible for this MOU and its operation, consisting of the Senior Representatives.

13 The Collaboration Group, or their delegated representatives, will meet monthly to discuss the operation of this MOU and any related matters.

Other operational matters

14 The parties will work together to develop operational processes, technical protocols and commercial arrangements in accordance with this MOU. The parties acknowledge that cooperation on these matters is essential to the successful launch and operation of the GCCRS.

Commencement, Review, Variation and Termination

15 This MOU will take effect from the date it is signed by the last party.

16 The parties will review this MOU and its schedules at six monthly intervals or at any other time by mutual agreement of the Senior Representatives.

17 This MOU and any schedule can only be varied through a written agreement signed by all the parties.

18 This MOU shall remain in force until it is terminated by mutual agreement.

Dispute resolution

19 The parties will attempt to resolve any issue, dispute, or difference concerning the interpretation or performance of, or otherwise related to, this MOU and schedules at the earliest opportunity and in the spirit of the partnership.

20 Any issue, dispute, or difference will in the first instance be referred to the Local Representatives.

21 If agreement cannot be reached within 28 days then the matter will be referred in writing to the Senior Representatives for resolution.

Definitions

22 In this MOU:

"*Local Representatives*" means: the General Manager, Operations and Shared Services, Southern Response; the Manager, Settlements EQC; and the Broker Manager, GCCRS.

"*Senior Representatives*" means: the Chief Executive, Southern Response; the Deputy Chief Executive, Canterbury and External Affairs, EQC; and the Director, GCCRS.

Signed for and on behalf of



Southern Response Earthquake
Services Limited

Name: *Anthony Honeybone*

Position: Chief Executive

Date: *25.09.2018*



Earthquake Commission

Name: *Sid Miller*

Position: Chief Executive

Date: *26/09/18*



Ministry of Business, Innovation
and Employment

Name: *Mike West*

Position: Deputy Chief Executive
– Market Services

Date: *25/09/18*

SCHEDULE ONE

GCCRS Homeowner Charter

We will endeavour to:

- Put you at the centre of our processes and support you to resolve your claim
- Provide you one point of contact to support you through the claim resolution process
- Be available to meet with you face-to-face
- Listen carefully so that we understand your perspective
- Be respectful, responsible, friendly and professional
- Be transparent by providing access to information that we hold, or gather for you, about your claim
- Facilitate access to technical information and support, to assist you to reach a resolution (including legal, engineering and wellbeing support).

You will:

- Be treated with courtesy and respect
- Have access to information about your insurance claims
- Be listened to
- Be given fair and impartial service
- Have your information kept secure and confidential
- Be able to choose to resolve your claim through other avenues at any time.

So that we can help you, we need you to:

- Provide the information we need to assist you to reach resolution, and/or authorise us to collect information on your behalf
- Attend and be prepared for meetings
- Treat our staff with courtesy and respect.

SCHEDULE TWO

Information sharing framework

PART A - INFORMATION SHARING PRINCIPLES

Compliance with laws

- 1 Each party must:
 - 1.1 comply with all applicable laws, including the Privacy Act 1993, the Official Information Act 1982 and the Public Records Act 2005;
 - 1.2 comply with applicable New Zealand Government security protocols regarding storage, retention and disposal of information;
 - 1.3 notify the others as soon as possible in relation to any actual or suspected unauthorised access to, or use, modification, destruction, and/or disclosure of information shared under this MOU; and
 - 1.4 keep a record of any use or disclosure of personal information received from the other parties.

Exceptions

- 2 Nothing in this schedule or MOU requires GCCRS, EQC or Southern Response to provide any information that:
 - 2.1 they cannot lawfully provide (for example because of the Privacy Act 1993 or any obligation of confidence); or
 - 2.2 that is legally privileged or which they are permitted to withhold under the Official Information Act 1982.

PART B - INFORMATION SHARING PROCESS

Initial step: Obtaining customer authorisation

- 3 Before requesting any information from EQC or Southern Response, GCCRS will provide a written customer authorisation signed by or on behalf of the relevant GCCRS customer(s). The customer authorisation must be in a form acceptable to EQC and Southern Response.

Stage One: Initial sharing of information

Scope of request

- 4 Initial information requests will be for the latest version of the following documents (unless GCCRS or the customer request another specific version):
 - 4.1 Engineers Report;
 - 4.2 Geotech Report;
 - 4.3 Any Statement of Work reports by Fletcher EQR, Arrow or externals, including working schedules or variations;
 - 4.4 Costing reports;

- 4.5 Any building reports including any roof report, foundation report, drainage report, floor level report, verticality report, cavity critter report, sub-floor report, asbestos report, mould report, land report, retaining wall report;
 - 4.6 Any settlement documents;
 - 4.7 Any Producer Statements; and
 - 4.8 Any consenting documentation including any exemptions.
- 5 If EQC or Southern Response considers that an earlier report or document is more accurate or applicable than the latest version, it may provide that earlier report or document in addition to the latest report or document and the rationale or providing that earlier report or document.

Timeframe

- 6 EQC and Southern Response are expected to respond to all Stage One Information Sharing requests as soon as reasonably practicable after receipt of the information request and the required customer authorisation.
- 7 If for any reason EQC or Southern Response considers that it will be unable to provide one or more of the requested documents within a reasonable timeframe, it will advise GCCRS as soon as possible together with the expected timeframe for provision of that document.
- 8 Following receipt of the Stage One information sharing, GCCRS staff will make an initial assessment as to whether further documents or information is required.

Stage Two: 'As required' requests

- 9 GCCRS may request further information as it considers appropriate for GCCRS purposes (an 'as required' request).
- 10 GCCRS will specify the date by which it would prefer to receive the additional information. The preferred date will be reasonable having regard to the information requested and Southern Response and EQC's ability to deliver that information.
- 11 If for any reason EQC or Southern Response consider that it will be unable to provide any of the requested information within that timeframe, it will advise GCCRS as soon as practicable together with the expected timeframe for provision of that information.