

## Conduct of Financial Institutions

Sub Heading - : 3. Ensuring the Insurance Claims....

4.Greater accountability on directors...

To: Financial Market Policy

Building Resources and Markets

MBIE

PO Box 1473

Wellington 6140

From: Privacy of natural persons

Privacy of natural persons

22/05/2019

To whom it may concern

### Introduction to a Submission to the Conduct of Financial Institutions

It is stated that we can **'Have Our Say'**; we are therefore submitting this in the form that for us best expresses out disgust at the Insurance Companies (IC) seeming total lack of moral compass and compassion. They cannot be unaware that the resulting human cost is likely to impinge favourably for them in reducing their settlements. They deliberately abuse or ignore their Policy conditions and legal avenues designed to provide some levelling of an inherently unlevel playing field to exacerbate the power disparity in their favour. They

exhibit no qualms about this as they calculate that there are no legally effective deterrents rendering their behaviour uneconomic. We therefore hope and request that this Submission is accepted.

We are providing this Submission on account of the (IC) systematic and clearly deliberate failure to abide by their own requirement for Good Faith with the obvious intention of short paying legitimate EQ Claims. Since the ICs have largely increased their profits following the quakes financial restraints are plainly not the reason for their behaviour. This can be reasonably attributed to the ICs overarching imperative to provide their shareholders with good returns. These can be generated through a reduction in anticipated claims liabilities.

Our experience is that this has been achieved by the simple expedient of short paying proper entitlements under the policy. In such a cataclysmic event as the earthquakes the savings on thousands of claims would be enormous. The ICs are well aware that only an insignificant number of claimants can afford lawyers and court costs. Those that end up there are a small cost relative to the savings from the short payments. They are also well aware that Govt. Safeguards such as the Consumer Guarantees Act, the Commerce Commission and the Serious Fraud Office are largely ineffectual without legal help to present a case. We have not seen one reported in the Media unlike sundry minor cases which regularly appear. Where an Insurance Case goes to court gagging clauses imposed by the insurers prevent dissemination of the iniquitous issues that initiated it. This practice should be stopped or limited in scope.

In the past ICs have of necessity been brought to book. It is difficult to see how law changes can affect the issues here, for the reasons above, but when the Govt. backed State Insurance was introduced many years ago it had the salutary effect required until it was privatised. Since then ICs have reverted to their big business instincts.

Given all the ICs poor reputations there is little merit in transferring insurance to another company. In any case the ICs are clearly indifferent about losing such business because they benefit from a captive market that is in essence an essential service and enjoy a stream of new business from sundry agencies – particularly IAG with some 50% of the market. It is axiomatic that businesses do not treat valued clients with contempt, dishonesty or misrepresentations. The treatment that has been meted out to Mr and Mrs Average Householder is clearly indicative of where they stand. Justice should surely question that private shareholders enjoy boosted returns funded from short settled claims from an essential service for which claimants have paid full premiums and for which no practical means of redress is available. That this occurs at a time of major catastrophe is reprehensible. It is hard to see how law changes can affect the issues when the ICs clearly ignore existing laws and safeguards with impunity. Following this national disaster what should have been the ICs finest hour, it was instead a period of infamy that must live in this country's corporate history.

A very workable option is proposed by Sarah- Alice Miles, a highly qualified person in her well researched book, "The Insurance Aftershock"- The Christchurch Fiasco, 2010-2016. It is to be hoped that this will be considered if the injustices of the settlements as currently practised is to stop. Government intervention was required years ago – perhaps it should be reconsidered here.

We would request that those persons named in our submission (with whom we have no quarrel) be not used or publicised in any way without their express authority.

Privacy of natural persons

## Submission to the Insurance Tribunal

We wish to submit to the Tribunal some of our experiences over house insurance earthquake repairs, since our insurer State, under the umbrella of IAG, has significantly breached their Policy Contract that would be unacceptable by any reasonable measure. We detail below some of the more straight forward issues where this has occurred and provide some additional information to demonstrate some of their settlement practices and behaviour. The ramifications of these breaches extend beyond any failure of repair strategies. It has significantly affected the health and lives of many, particularly those vulnerable people involved and includes wrecking the lives of elderly people for years which should have been their right to enjoy. It also destroyed families and is causing ongoing psychological stress well beyond what should be anticipated following the disastrous quakes. The following is based on our experience but is closely mirrored by others with whom we have contact, and mostly are still seeking a settlement with some resorting to court action.

1. The State Policy says that it will treat you fairly within the terms of the Policy – they have not as is shown below and attached herewith.
2. **"If we decline your claim we will clearly explain why."** On numerous issues our claims have been obviously and deliberately incorrectly and unreasonably declined. We note some examples which are attached. These declinations cannot be reasonably justified nor be due to inexperienced staff under stress from the extraordinary circumstances of the quakes.  
**See also enclosed pages A, E and F + 6 below.**

3. **"Getting our permission first."** This section refers to insurers' rights to acquire the "rights and remedies" of the insured to protect their interest during the repair process. To avoid misunderstanding we were also required to hand over these rights for EQC settlements. This Deed of Assignment clearly stated it is **"including...claims... against EQC."** This clearly did not and could not replace the Policy condition. By relinquishing these rights to the insurer they are obliged to protect the insured's interests – this is stated in the Policy. We asked IAG to protect us against the failings and shoddy work of their preferred builder that they required us to accept. They replied that these rights only applied to EQC matters. This is clearly incorrect as they cannot renege or discount Policy conditions after the event. They

also said that as they had assumed responsibility for the claim it was unnecessary to acquire the rights and remedies. In practice this responsibility was off loaded to the builder with cash settlements without our knowledge. When asked to remove the builder due to breaches of the Contract they said that this was impossible as they were not party to the Building Contract ( BC ) . This gives the lie to their “responsibility.” They were not only a party to the BC – particularly Clause 15 – but their Agents have the right to supervise and terminate the Contract. Furthermore we are aware of at least 3 other cases where IAG has removed those builders. We consider all this to be outright misrepresentation and a breach of the clear intention of the Policy contract, which also states : State can take action or negotiate any claims against the Policy in the insured’s name. This is clearly a condition that they had no intention of fulfilling. **See B 2-7**

- 4. “Honesty is the key”.** There is a requirement to be honest with each other. We consider this has been largely lacking from IAG with “dishonest” being a fair description of their behaviour – eg their failure to even attempt to recover some of our costs and expenses from the builder whose incompetence resulted in those incurred costs, even when in one case they were forced to reimburse us reluctantly and only following a lawyer’s letter. This indicates an agreement that IAG would not pursue such issues. Nor did they tell us that they had an agreement to cash settle with the builders for repairs having previously told us that they would manage our repairs. By any measure such relevant information should have been advised to us under the principle of “the utmost good faith”. If we had had this information we would have sought the 2<sup>nd</sup> option offered us to cash settle our claim and claimed for several chimneys to be rebuilt costing tens of thousands of dollars and used those funds to repair the house to as near possible as new. We opted to forgo rebuilding the chimneys believing that IAG would use the funds towards a good repair “as new, a legitimate expectation under insurance practice since it would not increase their liability. Instead their repairs were obviously based on indemnity value at best and they effectively pocketed the chimney money (see also 5 below and D 11 ).
- 5. The Policy to repair the house to “as near new as possible using current materials and methods”.** They did not and repairs were aimed apparently to no more than indemnity value, anything above that being deemed “betterment”. As an example under the Policy terms the house required the damaged exterior to be repainted – they allowed about 50% of the actual cost. Furthermore they approved and paid for noncompliant repairs that not only did not comply with the Building Code but also failed to properly meet the Code of Compliance. Referral to State’s Complaints Dept. on this issue achieved nothing after over a year when our claims file was closed presumably to massage claims settlements and to justify charging us full premiums on our unrepaired house with thousands of dollars work still to be done.

**See C 8-11**

- 6. The Policy said they would meet necessarily incurred engineers, legal and consultants’ fees etc.** In view of their declinations in various significant and structural issues based on inadequate and biased reports, such expenses were incurred by us to provide the true picture and which therefore should have been accepted. None of such costs were paid nor were some of the inadequacies of their own reports acknowledged. In the end we accepted

a cash settlement which fell well short of their contractual obligations. The alternative was court proceedings we could not afford even if our life span could afford to wait.

By way of example we show correspondence relating to some roofing problems which were declined on the basis of an IAG commissioned Report from Axis. “**John’s Note**” (see **E and F**) shows some of the shortcomings of the Report which concluded “usefully” for IAG, but was obtained only after further enquiry from IAG, that the damage to the roof and battens above the ‘hump’ was pre-existing since - : **1.** They could have occurred at any time.**2.** Photos of the house being lifted show no indication of causing damage.

Apart from the comments in Privacy of nature Note, the following was not considered or discounted as irrelevant. **1.** The original engineers’ SOW required that any loose fittings in the roof should be fixed. They were not. **2.** The difference between the straight roof tile and guttering pre quake and post quake photos showing the roof undulations and hump in the gutter was discounted. **3.** The quake shaking of the roof which had also wrenched the guttering apart by the hump did not warrant consideration. **4.** The “possibility” of the hump being caused by the original foundations may be discounted. A pre-requisite for this is that the wall below it must now rest on the new foundation. It is in fact raised above it in sympathy with the hump so that could not have pushed it up by the foundations. **5** The hump caused the waterflow on either side of it to reverse for half the house. The report deemed this insignificant but not so by RAS Technical Team engineer, Privacy of natural persons. (The guttering issue was finally settled after a year during which time it had been incorrectly declined twice and suffered through 6 failed repairs.) Following our comments on the report IAG obfuscated and required clarification of whether the damage was due to quake or house lifting. As the cost was not great RAS recommended we authorise repairs which we did. They were never reimbursed other than through the final cash settlement. We are aware of one other case where an Axis Report was overturned. We consider our view of biased reports not unreasonable. **Refer E and F**

- 7.** It is worth noting that had the house been totally lost stress payment of \$1000 would have been payable. The repairs and re-repairs having dragged on for some 4 ½ years during which time, through totally inappropriate settlement and repair practices, including being bullied into accepting inadequate repairs, the stresses of which well exceeded those of a rebuild, but no such offer was made by IAG. If however we had taken the case to court, as our lawyer was recommending, it seems likely that some such cost for stress would have been awarded. This highlights the disparity between those who can afford or are able to fight their corner to obtain their rights and those who cannot. It seems that IAG’s settlement practices aim to provide their main savings from short changing the vulnerable who would be unable to “achieve” their full entitlements. Surely justice in insurance settlements should not be dependent on influence or wealth. **See D.**

RAS has provided us with invaluable help and was largely responsible for us obtaining a settlement that we accepted rather than face a court decision – a course recommended by them before we were obliged to seek our own lawyer to submit our claim as RAS could do no more for us, because, as they told us, they had no teeth so they were frequently ignored by insurance companies. Since

we could not afford lawyers we were appreciative of the services they provided. We were however mystified by the fact that they clearly were not prepared to challenge IAG over their blatant misrepresentations and breaches of the clear intentions of the Policy and BC – Clause 15 particularly. The reason was provided by EMPOWERED CHRISTCHURCH. ( See A ) Funding for RAS at that time was largely from insurance companies whose brief to RAS was to keep claimants from going to court. If RAS began making embarrassing challenges over such matters of integrity and honesty funds would soon dry up. When IAG could no longer pretend that our repairs were properly compliant they resorted to the practice of dealing only with our lawyer. Being a free service we felt unable to ask RAS, against their wishes, to confront IAG over their behaviour which was totally at odds with the contracts they had initiated. Had they done so we may well have forced a better settlement. In the event we were effectively fighting our case with one hand behind our back. This seems another example of IAG and other insurers exercising undue pressure on an organisation to limit their helping abilities without RAS being able to tell us. Surely another example of failure in “utmost good faith”. See A.

Privacy of natural persons

## Document A

**From:** Privacy of natural persons

**Sent:** Friday, January 12, 2018 2:34 PM

**To:** info@empoweredchristchurch.co.nz

**Cc:** Privacy of natural persons

**Subject:** Re - Open letter to the Minister of Justice

To Whom it may Concern

We were most interested and appreciative of your Open Letter regarding EQC and Private Insurances' settlement practices. Having been on the receiving end of IAG's settlement practices, along with others of our acquaintance, we would perhaps have anticipated a greater emphasis on their fundamental dishonesty which in total must surely be the largest tort perpetrated in NZ. With regard to RAS your letter explains why, inspite of ample supporting evidence, RAS steadfastly would not approach IAG to request justification or explain its clearly deliberate misrepresentations and evasions of their Policy conditions and agreements. In fairness to RAS, without the help of their lawyers, IAG's settlements would have cost us many 10s of 1000s of dollars. It has been our experience with IAG it would "decline, delay, defend" with unjustifiable pretexts, the various issues that arose during the repairs, presumably hoping that they would get away with it. When faced with the facts by us they generally ignored or refused to accept them, yet when RAS lawyers presented the same evidence it was accepted, though not without argument. In like manner so too were summaries of our losses provided by RAS and submitted to IAG. As we are in our late 70s IAG appeared to consider we could be ignored or disregarded with impunity. Although to reach final settlement we were obliged to employ a private lawyer, RAS provided the fundamental case for the settlement. It has been implied that Mediation provides a satisfactory vehicle to reach settlement, but even this is well beyond the financial resources of most people.

We enclose a summary we have provided to relevant MPs and the Commerce Commission. It is concerning that apart from an email from Megan Woods and an automatic reply from the Commerce Commission no other acknowledgement has been received in spite of the disgraceful case it presents – we suspect because dealing with insurance companies is in the too hard basket, yet their behaviour along with EQC has been more appropriate for a ‘banana republic’!

Kind regards

Privacy of natural persons

Privacy of natural persons



Ph --: Privacy of natural persons

## Documents B & C

### IAG's Settlement Practices, and their Builders

We wish to draw your attention to the egregious business practices in the Insurance industry with particular reference to IAG over their earthquake residential claims. Privacy of natural persons who has intervened on our behalf expressed her conviction that IAG should accept responsibility for their actions. While they may make ex gratia payments in some cases they will not accept responsibility for their actions or change them which has dire and long-lasting consequences for many. Details below are some examples of their practices.

While this letter is based on the repairs (or lack of) of one builder, we are aware of other builders who are also incompetent which supports the general contention of this letter.

In summary, our experiences in common with many others, may be set out as follows:

1. IAG Comprehensive Home Policy states that it will pay for repairs to a standard “as near new as possible” – it does not. Even the builders have said that they were unaware that repairs should be to this standard, and IAG funding precludes this anyway.
2. The IAG policy recommends that the insured let IAG take over responsibility for managing the repairs. We did, but they did not. They off-loaded responsibility on to the builders and the insured must negotiate with those builders for shoddy work to be rectified. In this regard at our inaugural meeting with IAG – also attended by their ‘preferred builders’ to whom we were directed – we were advised we could either cash settle our claim or IAG would manage the repairs. We followed their recommendation that IAG would manage the repairs. It was some 7 months or so later we were presented with the Building Contract which in effect cash settled to the builders with IAG effectively abrogating their obligations and responsibility under the Policy for subsequent repair problems. Unlike a cash settlement with the insured, this leaves them without overseeing rights or the option to choose their own builder. IAG was imposing on the insured cash settlement by stealth at a considerable saving to themselves but too late for the insured to reverse their decision.
3. The Building Contract which results in the insured’s obligations in (2) above, contains no penalty clauses for improper work or failure to complete repairs on time. This leaves the

insured with no bargaining powers as IAG has paid for shoddy work without any obligation to rectify it before payment.

4. The Building Contract at length sets out that IAG has no responsibility for inadequate work, but as a sop to IAG's obligations under the policy, the Contract includes a clause setting out that IAG 'will not tolerate shoddy workmanship' – Clause 15 which is quoted in full at the end of this document. This is meaningless hypocrisy and a dishonest misrepresentation as IAG **DOES** tolerate shoddy work and pay for it (as 3 above) and has never acknowledged or invoked that clause.
5. IAG made no attempt to ensure the competency of the builders, to whom we were directed with no option given us. They had no track record and had been registered two or three months before we were allocated to them as IAG's 'preferred' builders. They have proved to be incompetent, dishonest and have breached the Building Contract frequently with impunity. In this IAG has clearly demonstrated its indifference to the standard of work by the builders since it is 'not their problem.'
6. It is standard insurer's practice that on accepting a claim they appropriate its 'rights and remedies' to ensure that they are not disadvantaged during the repair process. Apart from retaining these rights over dealings with EQC, IAG have said that these rights do not apply to our claims, in spite of them being written into their standard policy. The reason for this total reversal of standard insurance practice is explained when IAG maintains that our contract for repairs is with the builders and having paid them for those repairs they have therefore fulfilled their obligations under the Policy. In this they are clearly trying to evade their liabilities under the Policy as demonstrated below. By appropriating the insureds' "rights and remedies" IAG is obliged to protect the insureds' interests. By totally denying these "rights and remedies", IAG justifies its failure to protect the insured's interests. There are ample indications of a secret agreement that IAG would not invoke its powers under the Policy against the builders – albeit at a considerable cost to the insured. This is hardly tenable or justifiable when they appointed the builders of their choice without giving us an option. They also appointed Hawkins as their Agents to supervise the work so long as the work is authorised by IAG. IAG also has obligations under the Consumer Guarantees Act to comply with the intentions of the Policy conditions. This they obviously do not acknowledge on the basis that there is no court case confirming their obligations under that Act.

7. Under the terms of the Building Contract (BC) there is provision for the insured to cancel the Contract without prejudice to their other remedies in the event of the builders breaching the Contract. In spite of ample evidence and justification to take this action, IAG refused to countenance it and clearly stated in our case that any such cancelling of the Contract would leave us "out on your own." A somewhat bizarre statement with IAG having renounced their responsibilities for the repairs in favour of the builders, and steadfastly refused to exercise the powers available under the Policy to help the insured over the defectives issues with the builders. IAG's intransigence could perhaps be explained by the fact that it is self-evident that anyone wishing to take the drastic step of cancelling the BC must be prepared to take their claim to court. Such a claim must inevitably provide a prima facie case against IAG for misrepresenting and mismanaging the repairs in terms of the Policy. It would be hard not to conclude IAG's interest would be to settle out of court to avoid creating a precedent. A gagging clause attached to the



settlement would minimise adverse publicity over their settlement practices which should surely be abhorrent and unacceptable in any other than a third world country.

8. In our case the engineers appointed by the builders made significant errors in the foundation plans and consequently the builders made inept structural errors because they failed to refer the problems back to the engineers, and/or in some cases ignored their remedial advice in others. IAG, through their agents, Hawkins, should have picked up these glaring structural errors. They did nothing other than arrange payment for the shoddy work.

9. The builders, to disguise the problems, inveigled the Council to provide Code of Compliance without inspecting the building, in the clear hope that this would avoid later scrutiny. We were never informed by the Council, IAG or the builders that we had Code of Compliance. However when the incorrect Code of Compliance was discovered, there are ample indications that the builders connived with the Council to conceal these shortcomings as being 'insignificant' and 'little or no further action was required.' Although it has suited IAG to accept the Code of Compliance without question, this malfeasance has been confirmed by two independent structural engineers.

## Document D

10. IAG denies responsibility for these problems which could cost the insured - an innocent party - many thousands of dollars, in addition to a substantial loss in house value. In our case, on our lawyer's recommendation, we have now settled the claims with both the builders and IAG, but neither of them has fulfilled their contractual obligations.

**11. Such business practices would be unacceptable in any other sphere, yet unless some action is taken by a Royal Commission, the media or the Commerce Commission, every single player in the above debacle will escape without a blemish on their escutcheon, as not one of them accepts responsibility for their contractual failings. These are IAG, the builder, their engineers, Hawkins Construction and the Christchurch City Council.**

Most claimants in this position have little chance of obtaining justice without spending their life savings on lawyers. "The opposite of poverty is not wealth; the opposite of poverty is justice." - Bryan Stevenson in the book **'Just Mercy'**. In our case **RAS**, who has steadfastly supported us throughout the last four years of misrepresentation, dishonesty and deceit, are impotent against IAG's intransigence, since they cannot pose a legal threat. Yet it must be abundantly clear that IAG has systematically set out to abrogate the clear intentions of the policy by going to extreme legal lengths to distance themselves from liability when using incompetent builders, to avoid the inevitable consequences of shoddy work and underfunded repairs.

### **Building Contract – Canterbury Recovery – Clause 15.4 – see clause 4 above.**

**This is an IAG customer's home and the standard of workmanship and finish achieved shall be of sufficient standard as would be expected in this type of dwelling. Substandard workmanship or finish that does not meet this standard will not be tolerated and will be rejected. Any substandard**

or unacceptable work or workmanship shall be rectified at the Builder's cost, with any additional cost incurred by the customer being the responsibility of the Builder also.

All materials shall be the best of their respective kinds, qualities, classes or grades as herein after specified and all shall comply with the relevant NZ Standard Specification. Inferior materials will be rejected and shall be removed whether or not such materials have already been incorporated in the building. The workmanship shall be in accordance with best trade practice. Work shall be accurately set out, structurally sound, true to line and level and neatly executed and finished. Defective work, if any, and work not in accordance with the high standard required of all work in this contract shall be removed or made good by each Subcontractor."

## Documents E & F

### Roofing and Guttering Repairs

April 2015

**From:** Privacy of natural persons (Dimond-Gerard Roofing)

**Sent:** Tuesday, April 28, 2015 1:44 PM

**To:** Privacy of natural persons

**Subject:** RE: Email from Privacy of natural persons

Hi Privacy of

I have inspected the below mentioned property in regards to the comment 'This is always an issue with tile re roofs over top of old corrugate ."

Gerard Roofs is the largest manufacturer of pressed metal tile roofs worldwide and supplier of re-roofing solutions since the 1960's. We have no complaints or issue logs to support the above statement and believe there are no issues with overlay methods in conjunction with guttering systems.

Upon inspection in my opinion the issue lies with the structural discrepancies' which are visible from not only the ladder view but also ground.

Quote in red from Builders subcontracted roofer following incorrect water flow in guttering resulting from faulty repairs. Claim consequently declined.

Best regards,

Privacy of natural persons

Gerard Roofs

**From:** Privacy of natural persons

**Sent:** Tuesday, April 28, 2015 9:04 AM

**To:** Privacy of natural persons

**Subject:** FW: Privacy of natural persons

Hi [redacted] – Please find attached the most recent correspondence about the guttering at our house which we consider to be incorrect. It would be great if you could look at it and advise us of your opinion.

Thanks, [redacted]  
February 2017

**From:** [redacted]  
**Sent:** Wednesday, February 15, 2017 9:44 PM  
**To:** [redacted]  
**Subject:** [redacted]

Hi [redacted]

Along with a note from [redacted] we have copied a note from [redacted], National Technical Engineer (OPUS ) who as part of RAS is

helping us to sort out our difficulties. The other reports you will be aware of and they date back to April 28, 2016 when we first approached you.

[redacted] **Note**

With regard to the loose roof battens and tiles etc we feel that the Axis Report is misleading and based on incorrect assumptions and suppositions. To install the new foundations AECOM required that the house be lifted incrementally so that it could be brought back to its pre-quake configuration. Instead it was locked into its post quake wracked and distorted shape with 'strong backs' and then lifted holus bolus. The photographic 'evidence' cited by Axis would not show this omission. When lowered onto the new foundations this largely contributed to the significant settlement problems extending over a considerable period and it also caused the 'hump' in the N wall which was not there prior to lifting. This in turn pushed up, as would appear an inevitable consequence, the batten above the hump referred to and photographed in the Axis Report. With regard to the possible settling of the original piles and/or undulations in the original ring foundations, the house pre- quake lasted for over a 100 years with no indications of settling foundations reflected in the roof line at all nor in the original ring foundations. Further, there is visible evidence on site that the 'hump' could not have been caused by this 'possibility'. We consider that the extraordinary avoidance of accepting the evidence which we believe points to the cause of the problem in order to favour the largely

unsubstantiated conclusions – not in the original report which did not provide the requested and required answers, but in the supplementary report – suggest that as regards the loose battens and tiles are concerned the report is indicative of “ he who pay the piper has called the tune!”

Kind regards

Privacy of natural persons

Roof

Notes from Privacy of natural persons referred to in the Summary of Remediation dated 6/2/2017

“I believe Privacy of and Privacy of n will be happy with a repair that meets the code and is not obviously noticeable in terms of undulations. Having viewed the property myself it is my opinion that reinstatement has not yet been achieved. I do not accept that this issue existed for a long time prior to the earthquake as there would have been signs of water damage. I do accept that the re-roofing that happened previous may have minor deficiencies but this alone is not the source of the problem.

To close this issue out either the elements don't appear to meet the requirements of NZS3604 are remedied such that they meet the requirements of NZS3604 or specific engineering design is accepted by the council as an alternative solution to demonstrate compliance with the building code AND the visual appearance is acceptable to the home owners AND assurance is given and documented that the water is draining such that the building code requirements are meet.”

**From:** Privacy of natural persons

**Sent:** Thursday, February 16, 2017 8:55 AM

**To:** Privacy of natural persons

**Subject:** RE: Privacy of natural persons - roofing issues

Thanks Privacy of

Re our discussion on the phone I will arrange to meet you with one of our Gerard Certified Roofing companies to advise and arrange for the remedial work to be carried out.

Regards

Privacy of natural persons

**INSTALLATION TRAINER**

**MOB** +64 27 467 3080 **CUST SVCS** +64 800 100 244

**E:** [john.siepkas@gerardroofs.co.nz](mailto:john.siepkas@gerardroofs.co.nz)